General Terms and Conditions of Purchase of Betaseed GmbH and affiliated Companies

Status: 14.02.2023

A. General

§ 1 Application

(1) These terms and conditions of purchase (hereinafter “Terms of Purchase”) shall govern all contracts which Betaseed GmbH (hereinafter “BTS”) conclude regarding the purchase and delivery of movable goods (hereinafter “Goods”) or the use of services (hereinafter “Services”). These Terms of Purchase shall also apply to all future contracts concluded with the same supplier and service provider (hereinafter “Contract Partner”) without having to refer to the Terms of Purchase in each individual case.

(2) The Terms of Purchase shall only apply if the Contract Partner is an entrepreneur (section 14 German Civil Code (Bürgerliches Gesetzbuch or BGB), a legal entity of public law (juristische Person des öffentlichen Rechts) or a special public-law fund (öffentlich-rechtliches Sondervermögen).

(3) The Terms of Purchase shall apply exclusively; any differing or contrary or supplementary terms and conditions of the Contract Partner shall only become part of the contract if and insofar as BTS has expressly agreed to their validity in writing. This requirement of consent shall also apply if BTS – being aware of the differing, contrary and/or supplementary terms and conditions of the Contract Partner – accepts the Goods or Services without reservation.

(4) BTS reserves the right to agree on individual agreements with the Contract Partner which – insofar as they deviate from or contradict the provisions of these Terms of Purchase – shall take precedence over these Terms of Purchase. The agreement of such precedence of application must be made in writing.

§ 2 Conclusion of a contract

(1) A contract between BTS and the Contract Partner is concluded when BTS accepts an offer of the Contract Partner by placing a written order (acceptance of offer).

(2) A contract between BTS and the Contract Partner is also concluded when the Contract Partner accepts BTS’ order. Subject to revocation of an order prior to its confirmation by the Contract Partner, BTS shall be bound to its orders for a period of seven (7) calendar days. The Contract Partner may accept an order from BTS by written confirmation (order confirmation) or by delivering the Goods or performing the Service without reservation within the specified period.

(3) The Contract Partner shall treat the conclusion of each contract and the business relationship with BTS as confidential. Any reference to a business relationship with BTS in the Contract Partner's publications, in particular in advertising materials and reference lists, requires BTS’ prior written consent.

§ 3 Prices, invoices and terms of payment

(1) The prices indicated in BTS' orders are fixed prices. They are subject to the respective statutory VAT. Unless expressly agreed otherwise in individual cases, the prices include all Services and ancillary Services of the Contract Partner, in particular assembly and installation, and all ancillary costs, in particular for proper packaging (including transport packaging), transport and insurance. Costs for visits by the Contract Partner to BTS or for the preparation of offers shall not be reimbursed by BTS.

(2) The Contract Partner must submit invoices to BTS, quoting the order number and the date of the order. In the case of Goods, invoices must be submitted separately from the delivery. If any of the aforementioned details are missing, the invoice is deemed not to be proper and the amount of such an invoice shall not be due for payment. Copies of invoices must be clearly marked as such.

(3) Invoices issued to BTS are not due for payment before the expiry of thirty (30) calendar days counting from the complete delivery of the Goods or performance of the Service and in the case of acceptance of a Service counting from the acceptance, and receipt of a proper invoice. For payments within fifteen (15) calendar days from the occurrence of the circumstances mentioned in

sentence 1 of this para. (3), the Contract Partner allows BTS to deduct a 3% discount on the net invoice amount. The date on which the remittance order is issued shall be decisive for compliance with the payment deadlines. The unconditional payment of an invoice amount shall not constitute acknowledgment of the Goods or Services concerned as being in accordance with the contract.

(4) If the Contract Partner provides Services for an indefinite period of time, it must invoice BTS for each calendar month in which it has worked for BTS by the 15th of the respective following month, unless otherwise agreed. If the contract does not specify the scope and subject matter of the Services to be provided, the Contract Partner shall enclose with each invoice comprehensible descriptions of activities and details of the time spent on them in each case in steps of one tenth of an hour (e.g. 1.5 hours for one hour and 30 minutes).

(5) BTS does not owe any interest on maturity. The Contract Partner's claim to payment of default interest remains unaffected. The statutory provisions shall apply to the occurrence of default; however, BTS shall not be in default without a reminder/warning (Mahnung).

§ 4 Documents, objects, manufacturing and documentation

(1) Illustrations, plans, drawings, calculations, instructions, guidelines, formulas, product descriptions and other documents (hereinafter “Documents”) that BTS makes available to the Contract Partner shall be used exclusively for the purpose of determining the Goods to be delivered or for the Services to be rendered, and shall be returned to BTS immediately after the delivery of the Goods or performance of the Services. The transfer of Documents to the Contract Partner does not imply the granting of any rights to these Documents or their contents. These Documents constitute Confidential Information within the meaning of § 5 para. (1) of these Terms of Purchase.

(2) The provision of para. (1) applies accordingly to substances, materials, tools, templates, samples, forms, models, profiles and other objects (hereinafter “Items”) that BTS makes available to the Contract Partner for the purpose of determining the Goods to be delivered or the Services to be rendered. Insofar as BTS does not hand over Items to the Contract Partner for the purpose of processing them, the Contract Partner shall store the Items separately at its own expense until they are returned to BTS and shall insure them to the usual extent against destruction and loss.

(3) Dies, gauges, matrices, models, samples, tools, forms, welding templates, data processing programs and the like (hereinafter “Production Equipment”) which the Contract Partner manufactures according to documents or objects provided by BTS, may only be used by the Contract Partner for the purpose of delivering the ordered Goods or performing the ordered Services. The Contract Partner shall neither use these Production Equipment for its own purposes nor offer or make them available to third parties.

(4) Without undue delay, but at the latest within fourteen (14) calendar days after delivery of the Goods or performance of the Services or, if applicable, after acceptance of a Service, the Contract Partner shall send BTS the drawings, calculations, storage, assembly and operating instructions and instructions for the inspection, maintenance and repair of the Goods and all other technical documentation relating to the Goods or Services, as delivered or provided, free of charge in standard DIN format or on data processing media.

§ 5 Confidentiality and compliance

(1) The Contract Partner undertakes to treat all documents, information and knowledge of a technical, commercial or organizational nature (collectively “Confidential Information”) which it has obtained from BTS as strictly confidential and to use them exclusively for the purposes of fulfilling the contracts concluded with BTS. Confidential Information includes, in particular, trade secrets that are marked or identified as such, e.g. product data, commercial, financial and technical data, as well as the content of each contract, trade secrets of the companies affiliated with BTS within the meaning of sections 15 et seqq. AktG and all personal data and other information about customers of BTS or the companies affiliated with BTS within the meaning of sections 15 et seqq. AktG.

(2) The obligation to maintain confidentiality shall not apply to information:

a. which were already known to the Contract Partner before;

b. which the Contract Partner obtained from a third party lawfully in possession of the information and not subject to any confidentiality obligations with regard to the information;

c. that becomes publicly known without the fault of the Contract Partner;

d. which the Contract Partner can prove that it has independently created/developed without relying on the confidential information obtained from BTS.

Legal and official disclosure obligations remain unaffected.

(3) Only such organs, employees or agents of the Contract Partner may have access to BTS' confidential information, whose knowledge is necessary for the performance of a contract and who are subject to equivalent confidentiality obligations as agreed here. Confidential information shall not be made accessible to other third parties.

(4) The Contract Partner undertakes to keep all documents, materials and storage media containing Confidential Information of BTS separate from other documents, materials and storage media and to mark them as Confidential Information of BTS.

(5) The Contract Partner undertakes to take secrecy measures appropriate under the circumstances within the meaning of section 2 no. 1 letter b) German Trade Secrets Act (Geschäftsgeheimnisgesetz or GeschGehG) and the technical and organizational measures required in accordance with section 32 of the General Data Protection Regulation (GDPR) in order to maintain the confidentiality of BTS' Confidential Information. The Contract Partner shall in particular implement appropriate IT security measures, visitor controls, admission restrictions or other measures appropriate in individual cases.

(6) The Contract Partner shall return the Confidential Information of BTS, including all copies, to BTS or destroy them upon the request of BTS as soon as this Confidential Information is no longer required for the purposes of the contract. The complete return or destruction shall be confirmed in writing upon request.

(7) In case of doubt as to whether information constitutes Confidential Information, the Contract Partner shall consult BTS.

(8) The obligation to maintain the confidentiality of the Confidential Information of BTS exists for a period of five (5) years beyond the date on which the last contract concluded between the parties ends.

(9) For each case of culpable violation of the confidentiality obligations, the Contract Partner shall pay a contractual penalty of EUR 10,000.00 to BTS. BTS reserves the right to assert a claim for damages in excess thereof.

(10) The organs, employees and agents of BTS are contractually obliged to observe BTS' compliance rules. The Contract Partner undertakes to refrain from any action that could lead to criminal liability due to fraud or embezzlement, insolvency offences, offences against non-competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offences committed by an organ, employee or agent employed by BTS or by the Contract Partner. Any attempt of such an offense shall entitle BTS to – without prejudice to any other rights BTS is legally entitled to – withdraw immediately from all contracts not yet completely fulfilled by both parties and to terminate the business relationship with the Contract Partner.

(11) The Contract Partner acknowledges and undertakes to comply with the "BTS Code of Business Ethics for Suppliers" as attached to these Terms of Purchase or available, as updated from time to time, at https://www.betaseed.com/de/de/agbs.html

§ 6 Services by third parties

Without BTS' prior written consent, the Contract Partner may not commission third parties, in particular subcontractors, to perform the services owed by it.

§ 7 Right of retention and off-set

(1) BTS reserves all rights to offset or retain payment according to applicable law.

(2) Subject to sentence 2 of this para. (2), the Contract Partner may only offset or retain payment with counterclaims that have been legally determined or are undisputed. Offsetting is also possible with synallagmatic counterclaims.

§ 8 Liability of BTS

(1) BTS shall be liable without limitation for damages caused by gross negligence or intent on the part of BTS, legal representatives or vicarious agents (Erfüllungsgehilfen) of BTS.

(2) BTS shall only be liable for simple negligence in the event of damage to:

a. life, body or health; and

b. essential contractual obligations, the breach of which endangers the purpose of the contract and on the fulfilment of which the Contract Partner relies and may rely to a special degree (cardinal obligations (Kardinalpflichten)). The liability for cardinal obligations in the case of simple negligence is limited to the compensation of the contract-typical damages that were foreseeable at the time of the conclusion of the contract.

§ 9 Applicable law and jurisdiction

(1) These Terms of Purchase and all contracts concluded between BTS and the Contract Partner and their interpretation are subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.

(2) The exclusive place of jurisdiction for all disputes arising from or in connection with a contract, including these Terms of Purchase, shall be the registered office of BTS.

§ 10 Miscellaneous

(1) Declarations of the Contract Partner which are intended to have legal effect (e.g. setting of deadlines, reminders, withdrawal) must be made in writing to be effective.

(2) Amendments and supplements to a contract must also be made in writing, unless the contract provides otherwise. This also applies to changes to the written form requirement.

(3) Insofar as these Terms of Purchase require the written form, this requirement shall be fulfilled by transmission via fax, e-mail or other text form (section 126b BGB). This shall not apply to declarations of termination, contestation (Anfechtung) or withdrawal (Rücktritt) from a contract and amendments to the contract including the cancellation of the written form requirement.

(4) If any provision of these Terms of Purchase proves to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the Terms of Purchase shall not be affected thereby.

(5) These Terms of Purchase are provided in German and English. In case of discrepancy between the two versions, the German version shall prevail.

B. Special part for the delivery of Goods

§ 1 Delivery dates, default in delivery, liquidated damages and partial delivery

(1) Agreed delivery dates are fixed; neither party may change them without the consent of the other party. If an order does not contain a delivery date and no other delivery date has been agreed upon, the delivery period shall be no more than six (6) weeks from the conclusion of the contract.

(2) If a contract specifies the delivery period as “expected”, “approximate”, “subject to usual reservations” or similar, there may be no more than five (5) working days between the specified date and actual delivery.

(3) The acceptance without reservation of a delayed delivery does not constitute a waiver of claims for compensation.

(4) The Contract Partner shall immediately inform BTS in writing of any threatening or actual delay in delivery. The information shall contain details of the cause and the expected duration of the delay. In such cases, the Contract Partner shall, at its own expense, take all measures that are necessary and appropriate to prevent an impending delay in delivery or to keep the delay as short as possible. The Contract Partner shall inform BTS in writing of the measures it has taken and is planning to take.

(5) If the Contract Partner is in default of delivery, it shall pay BTS – in addition to further statutory claims – a lump-sum compensation for damages caused by the delay in the amount of 0.2% of the net price of the Goods delivered late per completed calendar day, in total not exceeding 5% of the net price. BTS reserves the right to prove that BTS has incurred higher damages. The Contract Partner reserves the right to prove that BTS has suffered no damage at all or only a significantly lower damage.

(6) Partial deliveries are only permitted with BTS’ prior express consent.

§ 2 Delivery place, delivery note, safety data sheets, packaging, assembly and installation

(1) The Contract Partner must deliver the Goods within Germany “free of charge” (frei Haus) to the place specified in the order. If the place of delivery is not specified and nothing else has been agreed upon, the place of delivery shall be the registered office of BTS. The respective place of delivery is also the place of fulfilment (Erfüllungsort).

(2) Each delivery shall be accompanied by a delivery note indicating the order number, the BTS recipient, the date of the order, the number and date of issue of the delivery note, the date of dispatch of the delivery, the type and scope of the delivery, the material and item numbers stated in the order and the type of dispatch.

(3) Insofar as statutory provisions require safety data sheets and tremcards to be enclosed with the Goods, these must be handed over to BTS at the latest upon delivery of the Goods. If the safety data sheets or tremcards for the delivered Goods are changed after delivery, the Contract Partner shall be obliged to send the new safety data sheets and/or tremcards to BTS without delay.

(4) BTS is entitled to determine the type of packaging and shipping. If nothing has been specified and nothing else has been agreed upon, the Contract Partner is obliged to select the least expensive commercial packaging option and mode of shipping for BTS. Upon BTS’ request, the Contract Partner shall at any time and at its own expense repossess transport, sales and outer packaging and dispose of it in accordance with the law.

(5) If installation and/or assembly are part of the object of delivery, the Contract Partner shall be obliged to comply with all applicable regulations and requirements regarding work safety, accident prevention and fire protection, the German Product Safety Act (Produktsicherheitsgesetz) and environmental regulations.

§ 3 Transfer of risk and default in acceptance

(1) The risk of accidental loss or accidental deterioration to the Goods passes to BTS upon proper and complete delivery of the Goods at the place of fulfilment (Erfüllungsort). Insofar as acceptance is required, the risk shall not pass to BTS until acceptance has taken place.

(2) The statutory provisions shall apply to the occurrence of default in acceptance by BTS. However, the Contract Partner shall even expressly offer its Services to BTS in the event that a specific or determinable calendar period has been agreed upon for an action or cooperation of BTS (e.g. provision of material). If the contract concerns an unrepresentable (unvertretbar) item to be manufactured by the Contract Partner (individual production), the Contract Partner shall only be entitled to rights in excess of those stipulated in section 304 BGB insofar as BTS undertook to cooperate and is responsible for the delay in cooperation.

§ 4 Duty to inspect and duty to give notice of defects

(1) The statutory provisions (sections 377, 381 of the German Commercial Code (Handelsgesetzbuch or HGB) shall apply to the commercial duties to inspect and give notice with the following specifications: BTS' duty to inspect is limited to defects that become apparent during the incoming goods inspection by BTS through external inspection, including the delivery documents, and during quality control by BTS in a random sampling procedure, i.e. e.g. transport damage, wrong or short deliveries. In addition, the duty to inspect does not apply if the inspection is omitted in the orderly course of business due to the circumstances of the individual case. BTS' duty to give notice of defects discovered at a later date remains unaffected. In all cases, a notice (notification of defects) by BTS shall be deemed to be in good time if BTS sends it to the Contract Partner within five (5) working days after the defect has been discovered. If it is agreed that Goods to be delivered are subject to acceptance by BTS, the duty to inspect and give notice does not apply to BTS; BTS shall only recognize the Goods as being in conformity with the contract upon acceptance, if necessary subject to the rights in respect of defects.

(2) The expenses for the examination of a defect notified by BTS and for the attempts to rectify the defect shall even be borne by the Contract Partner if it turns out that there was in fact no defect. BTS’ liability in the event of unjustified requests for rectification of defects shall remain unaffected; it is subject to the restrictions specified under § 8.

§ 5 Warranty and self-performance

(1) The statutory provisions shall apply to BTS' rights in the event of defects of material or title of the Goods, unless otherwise provided for below.

(2) In accordance with the statutory provisions, the Contract Partner shall be liable in particular for ensuring that the Goods have the agreed quality at the time of transfer of risk to BTS. The agreed quality shall also be deemed to be that the Goods comply with the state-of-the-art technology and with all legal and official requirements applicable at the place of delivery and at the contractually stipulated places of use, with the relevant standards and regulations and guidelines of authorities, professional associations and trade associations, in particular for work, equipment and product safety and for accident prevention and fire protection, and that the Goods have been tested by the competent authorities and have been approved for the contractually stipulated purpose of use.

(3) In derogation from section 442 para. 1 sentence 2 BGB, BTS shall be entitled to claims for defects without restriction even if BTS was unaware of the defect at the time the contract was concluded due to gross negligence.

(4) For repaired Goods, the warranty period begins upon the end of rectification, for Goods delivered as replacements the warranty period begins upon delivery of the replacement, and if acceptance has been agreed, the warranty period begins upon acceptance. The period shall in no case end before the expiry of the limitation period for claims for defects agreed for the originally delivered Goods.

§ 6 Product liability

(1) The Contract Partner shall indemnify BTS against third party claims upon first written request insofar as such claims are based on defects of the Goods for which the Contract Partner itself is liable to the third party, e.g. in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz or ProdHG).

(2) Under the same conditions, the Contract Partner shall reimburse BTS in accordance with sections 683, 670 BGB for expenses incurred by BTS from or in connection with third party claims and the recall of Goods. BTS shall inform the Contract Partner of the object and extent of the recall measures as far as this is possible and reasonable and shall give Contract Partner the opportunity to comment. Further statutory claims of BTS shall remain unaffected.

(3) The Contract Partner shall take out and maintain a product liability insurance with an adequate insurance amount for personal and property damage and, if necessary, adapt it to changed risks. The Contract Partner shall prove to BTS the existence of this insurance cover in an appropriate form at any time upon request.

§ 7 Third party rights and property rights

The Contract Partner warrants that the Goods are free from any rights, including any industrial or intellectual property rights, of any third party, and that the contractual use of the Goods does not infringe any rights of any third party. If a third party claims that the Goods or their use in accordance with the contract infringes its rights (“Third Party Claim”), BTS will inform the Contract Partner of the Third Party Claim. The Contract Partner shall indemnify BTS from all consequences resulting from the Third Party Claim, including the reasonable costs of legal defense, upon initial request, and shall support BTS upon request in the defense against the Third Party Claim. In addition, the Contract Partner shall either replace the Goods with Goods that do not infringe any rights of the third party, but still meet the agreed requirements, or obtain all rights necessary, and grant those rights to BTS, to allow BTS to use the Goods in accordance with the contract without restriction.

§ 8 Supplier recourse

(1) In addition to the claims for defects, BTS is without restriction entitled to the statutory rights of recourse within a supply chain (supplier recourse according to sections 445a, 445b, 478 BGB).

(2) Before BTS recognizes or fulfils a claim for defects asserted by a customer (including reimbursement of expenses in accordance with sections 445a, 439 para. 2 BGB), BTS shall notify the Contract Partner and request a written statement, providing a brief description of the facts. If the Contract Partner does not respond within a reasonable period of time, and if no agreement is reached by other means, the claim for defects granted by BTS shall be deemed to be owed to the customer; in this case, it is up to the Contract Partner to prove the contrary.

(3) The recourse claims of BTS shall also apply if the Goods have been further processed before they were sold by BTS or a customer of BTS, e.g. by means of installation in another product.

§ 9 Limitation Period

(1) The claims of the parties shall become statute-barred in accordance with the statutory provisions, unless otherwise provided below.

(2) Notwithstanding section 438 (1) No. 3 BGB, the general limitation period for claims arising from defects shall be three (3) years from the transfer of risk (Gefahrübergang). If acceptance has been agreed, the limitation period shall commence upon acceptance. The limitation period for claims for surrender of property by third parties (section 438 para. 1 No. 1 a) BGB) remains unaffected. BTS' claims arising from defects of title shall not be time-barred as long as a third party can still assert the right – in particular because it is not time-barred – against BTS.

C. Special part for Services

§ 1 Delivery dates, default in delivery, liquidated damages and partial performance

(1) All agreed dates and deadlines are fixed; neither party may change them without the consent of the other party.

(2) If the place of performance is not specified and unless otherwise agreed, the place of performance shall be the place of business of BTS. The respective place of performance is also the place of fulfilment (Erfüllungsort).

(3) If a contract specifies the period of performance as “expected”, “approximate”, “subject to usual reservations” or similar, there may be a no more than five (5) working days between the date specified and the actual performance.

(4) Unconditional acceptance of a delayed performance does not constitute a waiver of claims for compensation.

(5) The Contract Partner shall immediately inform BTS in writing if it is unable or unlikely to meet a performance deadline. The information shall contain details of the cause and the expected duration of the delay. In such cases, the Contract Partner shall, at its own expense, take all measures necessary and suitable to prevent an impending delay in performance or to keep the delay as short as possible. The Contract Partner shall inform BTS in writing of the measures it has taken and intends to take.

(6) If the Contract Partner is in default, it shall pay BTS, in addition to further statutory claims, a lump-sum compensation for damages caused by the delay in the amount of 0.2% of the net price of the delayed Services per completed calendar day, in total not exceeding 5% of the net price. BTS reserves the right to prove that BTS has incurred higher damages. The Contract Partner reserves the right to prove that BTS has suffered no damage at all or only a significantly lower damage.

(7) Partial performances are only permitted with BTS’ prior express consent.

§ 2 Provision of Service and changes in Services

(1) The Contract Partner shall perform the commissioned Service with the care of a prudent businessman and in compliance with the current state of science and technology. In performing the Service, the Contract Partner shall comply with all applicable laws, regulations and requirements.

(2) The Contract Partner guarantees that the Services shall only be provided by such employees who have the necessary skills, experience, knowledge and qualifications. If BTS has justified doubts about the qualifications of the Contract Partner's employees, BTS has the right to demand that the Contract Partner immediately replaces these employees.

(3) The Contract Partner may only commission subcontractors or other agents with BTS’ prior written consent. BTS may provide its consent to such subcontractors or other agents subject to conditions and may revoke such consent at any time, in particular if it becomes apparent that the subcontractor or agent is in a dependent employment relationship or the circumstances of its employment allow for such conclusion.

(4) The Contract Partner shall render the agreed Services free from any rights, including any industrial or intellectual property rights, of any third party. If a third party claims that the Services rendered infringe any rights of that third party ("Third Party Claim"), BTS will inform the Contract Partner of the Third Party Claim. The Contract Partner shall indemnify BTS from all consequences resulting from the Third Party Claim, including the reasonable costs of legal defense, upon initial request, and shall support BTS upon request in the defense against the Third Party Claim. In addition, the Contract Partner shall either modify the Services so that they no longer infringe any rights of the third party, but still meet the agreed requirements, or obtain all rights necessary, and grant those rights to BTS, to allow BTS to use the Services in accordance with the contract without restriction.

(5) BTS may demand changes to the contractual Services at any time. The Contract Partner may object to the change request if the performance of the change request would be unreasonable for the Contract Partner. If an adjustment of the contract is necessary due to a change, in particular with regard to the time of performance or remuneration, the Parties shall make this adjustment by mutual agreement.

§ 3 Participation and contact persons

(1) To the extent necessary, BTS shall support the Contract Partner in the rendering of its Services by means of cooperation. The Contract Partner must immediately give notice in writing in case of insufficient or omitted cooperation. Without such notice, BTS shall not be in default with its cooperation, and the Contract Partner may not invoke improper cooperation.

(2) Before the start of the Services, the Contract Partner shall name a responsible person who shall be available to BTS as the first contact person for all matters relating to the contract. The Contract Partner shall immediately inform BTS of any change of the contact person or of other matters relevant to the performance of the contract concerning such contact person.

§ 4 Work results

(1) The performance results which were rendered by the Services provided by the Contract Partner, such as software (source and program codes), drawings, sketches, drafts, other documents, knowledge and inventions ("Work Results"), belong to BTS. Only BTS – at its own expense – is authorized to register and maintain any industrial or intellectual property rights. The Contract Partner shall render any cooperation required for the registration of industrial or intellectual property rights and shall in particular make declarations to BTS and the offices responsible for the registration of industrial and intellectual property rights.

(2) With effect at the time they were created, the Contract Partner shall assign to BTS all Work Results or – insofar as these are not transferable – all rights of use to the Work Results with the aim that BTS becomes the sole owner of all Work Results or of the rights of use existing therein without the need for another assignment. BTS hereby accepts the assignment.

(3) To the extent that rights of use of the Work Results are not transferable, the Contract Partner shall irrevocably grant BTS at the time when the respective Work Result is created the exclusive or – to the extent that the Contract Partner does not have this power – the non-exclusive, unrestricted rights in terms of time, place and subject matter, to use and exploit such Work Results. This includes in particular the right to reproduce, distribute/sell, lend and rent, create a data base, publish, make Work Result publicly accessible irrespective of their medium, reproduce and transmit online, to process (in particular the right to integrate the Work Results into other products/services of BTS or third parties, to change, expand, implement, translate, revise, arrange or otherwise rework or redesign them in any way), the right to digitalize manufacture and offer, market or use products/other services using the Work Results for one's own purposes and/or the purposes of third parties. The granting of rights shall apply to all known as well as currently unknown types of use; rights to which the Contract Partner is compulsorily entitled, e.g. according to section 31a of the German Copyright Act (Urhebergesetz or UrhG), shall remain unaffected. BTS hereby accepts the granting of rights.

(4) BTS is entitled to assign the rights transferred or granted in accordance with para. 2 and 3 to third parties and to grant third parties exclusive or non-exclusive rights of use to the Work Results, whether in whole or in part, permanently or temporarily, free of charge or against payment.

(5) The Contract Partner shall waive any right to be named as the author of a Work Result under copyright, and shall guarantee that other persons who may be involved in the creation of the Work Results also declare such a waiver.

(6) BTS is not obliged to exploit the rights of use transferred or granted.

(7) The Contract Partner shall receive a non-exclusive, non-transferable and non- sublicensable right of use to the Work Results, insofar as this is necessary for the performance of the contractual Service.

§ 5 Liability, acceptance and risk assumption

(1) Statutory law shall apply to the liability of the Contract Partner.

(2) To the extent acceptance is agreed, acceptance is decisive for the transfer of risk. The statutory provisions of the contract for work and services (Werkvertragsrecht) (in particular with regard to warranty) shall also apply accordingly in the case of acceptance, unless otherwise agreed by the parties.

§ 6 Term and termination

(1) A contract term shall be agreed in the contract if required by the nature or scope of the Services.

(2) If a contract is concluded for an indefinite period of time, each party shall be entitled to terminate the contract with a notice period of three (3) months to the end of a calendar month, unless otherwise agreed. The right of the parties to terminate a contract without notice for good cause remains unaffected.

(3) Any termination must be declared in writing.

§ 7 Limitation period

Unless otherwise contractually agreed, the claims of the parties shall be time-barred in accordance with the statutory provisions.

§ 8 Compliance with minimum wage legislation (MiLoG)

(1) The Contract Partner ensures that it and the third parties/agents (e.g. subcontractors) it commissions in connection with the Services comply with the provisions of the German Minimum Wage Act (Mindestlohngesetz or MiLoG), in particular the obligation to pay the minimum wage.

(2) The Contract Partner shall indemnify BTS upon first demand against all claims asserted by third parties, sanctions, fines and other measures or claims from authorities or organizations asserted against BTS due to a violation against MiLoG on the part of the Contract Partner and/or its vicarious agents. In this context, the Contract Partner shall also indemnify BTS from the costs of legal defense.

BETASEED – Code of Business Ethics for Suppliers

Valid from 10/2026

Scope and General Principles

All legal entities and natural persons who sell or provide goods and/or services to BETASEED are collectively referred to, in this Code, as "Supplier". BETASEED expects that Supplier comply with all applicable laws and regulations, in addition to any standards comprised herein. Where compliance with the provisions in this Code would violate local law or collective bargaining agreements, Supplier is expected to comply with local requirements while striving to uphold the principles underpinning the relevant section of this Code. If the Supplier believes that it may not fulfil a certain expectation of this Code without violating applicable local law, it shall inform BETASEED.

Human Rights in our Supply Chain

BETASEED is committed to working with Supplier who operates in a manner that is consistent with our values and ethical principles, including respect for human rights. We expect that Supplier respects and complies with all internationally recognized human rights norms.

Prohibition of Child Labour, Protection of Young Workers

BETASEED expects that Supplier prohibits any form of child labour and complies with the International Labor Organization (ILO) Convention Nr. 138 and with relevant local laws relating to the minimum age, child labor and protection of young workers. BETASEED expects that Supplier does not employ a child under the age at which compulsory schooling ends according to the law of the place of the employment, provided that the age of employment is not less than 15 years, except where the law of the place of the employment differs in accordance with Art. 2 (4) and Art. 4 to Art. 8 of Convention No. 138 of the ILO.

BETASEED expects that Supplier does not employ young workers under the age of 18 in hazardous or night work, which is likely to jeopardize children’s physical, mental health, safety, or morals. Young workers must be above a country’s legal age for employment and the age established for completing compulsory education. Particularly, BETASEED expects that Supplier complies with ILO Convention No. 182 concerning the prohibition and immediate action for the elimination of the worst forms of child labor.

Prohibition of the employment of person in forced labour and all forms of slavery

BETASEED expects that Supplier rejects any form of forced, bonded or involuntary labor and human trafficking in line with the ILO Conventions Nr. 29 and Nr. 105. Supplier is expected not to require its employees to surrender their passports or pay a deposit as a condition for employment.

Freedom of Association and Workers Representation

Suppliers are encouraged to respect the rights of employees regarding freedom of association in line with the ILO Conventions Nr. 87 and 98. Particularly, Supplier is encouraged to ensure that their employees are free to form and join trade unions or employee representation bodies. Suppliers are encouraged to recognize the right to collective bargaining and the right of trade unions to be allowed to operate freely and in accordance with the law of the place of employment.

Working Time and Renumeration

BETASEED expects that Supplier ensures that working times at their premises comply with relevant legislations in the place of employment or with relevant ILO standards, if no national law exists. Suppliers are encouraged to pay living wage, and statutory benefits according to the practices and applicable laws at the place of employment. However, Supplier shall pay at least minimum wage. Supplier is expected to respect the principle of equal remuneration for men and women workers for work of equal value are expected to be apply (Convention Nr. 100 ILO).

Non-Discrimination and Equal Treatment & Diversity

Supplier is expected to ensure that unequal treatment in employment is prohibited, for

example on the grounds of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion, or belief, unless this is justified by the requirements of the employment (Convention Nr. 111 of the ILO).

Occupational Health and Safety at Work

In line with Convention Nr. 155 of the ILO, BETASEED expects that Supplier ensures occupational safety and health protection at the workplace within the framework of the relevant legislations and obligatory standards at the place of employment. BETASEED encourages that Supplier makes sure that all safety standards are fulfilled when it comes to the provision and maintenance of the workplace, workstation, and work equipment. Particularly, BETASEED encourages that Supplier provides all workers with appropriate personal protective equipment to avoid exposure to chemical, physical or biological substances. Suppliers are encouraged to provide adequate training and instructions to their employees to prevent work-related accidents and to contribute to a healthy and safe working environment.

Ban on hiring or using private or public security forces

BETASEED expects that Supplier observes the ban on hiring or using private or public security forces to protect a business project if, due to a lack of instruction or control on the part of the company, the prohibition of torture and cruel, inhuman, or degrading treatment is disregarded during the deployment of security forces, or if life and limb are injured in any other way.

Protection of the Environment

BETASEED expects that Supplier complies with the applicable local laws and regulations regarding the protection of the environment. Suppliers are encouraged to implement appropriate measures to avoid or refrain from using substances and materials with adverse effects on the environment or health, within the framework of the applicable laws. Particularly, Supplier is expected to comply with the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal. BETASEED expects that Supplier does not handle, collect, store, or dispose of waste in a manner that is not environmentally sound pursuant to the regulations in force in the applicable jurisdiction under the provisions of the Stockholm Convention on Persistent Organic Pollutants (POPs Convention). BETASEED expects that Supplier does not manufacture mercury-added products, use mercury or mercury compounds in manufacturing processes or treat mercury waste pursuant to the regulations in force in the applicable jurisdiction under the provisions of the UN Minamata Convention on Mercury.

Suppliers are encouraged to use natural resources in a sustainable and resource-saving manner and aim to minimize negative effects on the environment and health. Suppliers shall avoid causing harmful soil, water or air pollution, harmful noise emissions or excessive water consumption that significantly impairs the natural basis for the preservation and production of food, denies a person access to safe drinking water, or impedes or destroys a person's access to sanitary facilities. To this end, Supplier is encouraged to establish and apply appropriate environmental management systems. Furthermore, Supplier is encouraged to commit to the UN Paris Agreement of a CO_2-neutral economy by 2050 and to take appropriate measures to reduce GHG emissions. Based on a written request from BETASEED, Suppliers is expected to provide information to their overall energy consumption so that BETASEED can improve the environmental performance of its products.

Use of Critical Raw Materials

BETASEED expects Supplier to use only raw materials whose extraction, production, transport, trade, processing, and export neither directly nor indirectly contribute to human rights abuses, health & safety issues, environmental pollution, or compliance breaches. In line with the EU Conflict Minerals Regulation. Suppliers are expected to establish special due diligence processes in accordance with the ‘OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas’ insofar Supplier is affected by this.

Product Safety

Supplier observes all applicable product safety provisions and standards, especially standards concerning the safety, labelling, and packaging of products and the use of dangerous

substances and materials. The experiences of Supplier's customers are to be ascertained and considered in order to support safe handling and optimal use of the products.

Ethical Conduct and Business Relationship

Anti-Corruption

Suppliers shall not tolerate corruption. Supplier shall ensure that its employees, subcontractors, and representatives do not grant, offer, or accept bribes, unauthorized donations or any improper payments or advantages to or from employees of BETASEED, customers, business partners, officials or other third parties. This comprises any offer of facilitation payments (e.g., payments to speed up routine administrative procedures to public officials) and any inappropriate benefit such as gifts or invitations that could serve to obtain any improper advantage, manipulate any situation, wrongly influence the recipient, or would create an appearance of impropriety.

Avoiding Conflict of Interest

The entrepreneurial actions of BETASEED are characterized by fairness, transparency, and responsibility. We actively encourage fair competition based on the quality of our products and services. Suppliers shall not tolerate that any business decision might be unduly influenced by any prior or ongoing personal relationship or interest with a BETASEED employee or manager. Suppliers have the responsibility to avoid situations and relationships that involve actual or possible conflicts of interests. The appearance of a conflict may be just as damaging to reputation as an actual conflict. In case that any conflict arises, Supplier shall make transparent any conflict that occurs during a business relationship with BETASEED.

Dealing with Authorities

Suppliers shall comply strictly with the law in their dealings with governments, authorities and public bodies, refrain from any corruption and observe the rules of free and fair competition. Furthermore, Supplier must not try to obstruct possible investigations of authorities. Instead, Supplier is encouraged to assist public authorities in ongoing investigation, wherever necessary and appropriate. However, to safeguard the company's and respective staff member's legitimate interests, consultation with compliance, the legal department or legal representative is recommended.

Consultant and Service Providers

When Supplier selects a service provider of any kind, he is responsible to assure that the service provider has a reputation for integrity and ethical business conduct. Supplier takes special care that payments to consultants and service providers are only made for services rendered, and that payments reflect appropriate proportion to the service rendered.

Fair Market Conduct

Free competition

Suppliers shall comply with applicable competition laws. Suppliers shall not engage in anti-competitive behavior neither with competitors -such as fixing prices or terms and conditions- nor with suppliers or customers, and shall not abuse any dominant market position

Export Control

Suppliers shall comply with all relevant laws and provisions, inter alia with all applicable international sanction and boycott provisions regarding the import and export of goods, services, information, and money transfers. Particularly, Supplier shall respect all relevant international trade control regulations, including licensing, shipping documentation, duty requirements, import/ export documentation, and reporting and record retention requirements of all countries in which it conduct business, and it shall respect applicable embargoes against countries as well as against Specially Designated Nationals. Supplier shall respect sanction programs that prohibit any transaction with certain designated individuals and organizations, such as terrorist organizations or other criminal enterprises.

Money Laundering and Prevention

Supplier shall comply with the anti-money laundering and terrorist financing laws and regulations, with due diligence requirements for the prevention of money laundering and Supplier is responsible to apply these principles in their business actions. Accordingly,

Supplier shall maintain business relationships only with business partners if it is convinced (i) about their integrity and (ii) that the business partners comply with all relevant legal provisions concerning the prevention of money laundering.

Financial Information

Supplier publishes – if relevant – any financial data and reports on its business operations truthfully and in accordance with the applicable legislation and international reporting standards.

Data Protection, Business Secrets and Company Property

Data Protection

Suppliers shall process personal data under the control of BETASEED only in compliance with applicable laws and for legitimate business purposes. Suppliers shall share personal data only with those who are allowed to access, retain it only for as long as necessary, and ensure third parties with access to BETASEED personal data to keep the same standard of protection as Supplier.

Suppliers also protect personal data by technical and organizational measures against unauthorized access, use, disclosure, modification, or destruction in accordance with robust information security policies and ensure careful organization and safety of IT-processes.

Protection of Know-how, Patents, Industrial and Commercial Secrets

Supplier protects BETASEED' know-how and its industrial and commercial secrets. Supplier does not pass on such information to any third party or the public without the prior written consent of BETASEED. Suppliers do not violate any Intellectual Property Rights of BETASEED such as trademarks and patents.

Handling Company Property

Supplier protects BETASEED' tangible and intangible assets and uses them exclusively for the purposes of fulfilling contractual obligations. Supplier ensures that its employees as well as any third party (such as subcontractors or service providers) neither damages intentionally or negligently nor embezzle nor misappropriate nor use such assets in a manner contrary to BETASEED' interests.

Supplier Due Diligence & Audit

BETASEED strongly encourages that Supplier plans, implements, monitors, and checks its human rights due diligence activities and measures regularly. Whereas Supplier is encouraged to carry out risk management activities that is appropriate to its business activity and implement management systems, processes, and guidelines as are necessary to comply with the expectations of this Code.

In particular, BETASEED encourages that our Suppliers observe and encourage the above human rights and environmental requirements in relation to their own suppliers. BETASEED encourages Suppliers to establish their own grievance or complain mechanism where their employees and/or partners can report concerns or illegal activities related human rights and environmental rights violations.

BETASEED might perform audits at the Supplier´s facilities to adherence to this Code. For the purpose of clarifying risks or infringements in connection with this Code, the Supplier shall tolerate that employees of BETASEED or authorized third parties carry out appropriate audits at all potentially affected operating sites of the Supplier and inspect the Supplier's risk-relevant documents.

Cooperation between BETASEED and Supplier

The Supplier shall co-operate with BETASEED in all matters relating to compliance with this Code. The Supplier shall provide the necessary support to enable BETASEED to fulfil its own legal obligations, in particular to develop a concept and a schedule for appropriate and effective measures to end any violations or to mitigate any effects that have already occurred.

Violation of BETASEED Code of Conduct for Suppliers

Suspension and Termination of business relationship

In case of violation of this Code, BETASEED shall be entitled, without being obliged to pay damages or other compensation, to suspend the business relationship until the violation has ended.

Special procedure for human rights and environmental violations

In case of violation of human rights or environmental related provisions of this Code (as stipulated in sections 3,4,5,6,7) the section 14.1 does not apply. In these cases, Supplier shall take the necessary corrective action to end the violation in the foreseeable future. In case the violation cannot be ended in the foreseeable future BETASEED expects Supplier to cooperate in setting up and implementing appropriate and effective measures to end any violations or to mitigate any effects that have already occurred. The Supplier shall document the facts of the case and the measures taken and inform BETASEED about this on request. BETASEED shall have a right of termination for good cause, without BETASEED being obliged to pay damages or other compensation, if the Supplier seriously or continuously violates any human rights and environmental obligation under the Code and the Supplier does not remedy the situation in an appropriate manner despite a complaint and a reasonable deadline set by BETASEED and does not at the same time take suitable measures to ensure that the obligations under this Code are fulfilled in the future.

BETASEED Compliance Reporting

BETASEED has set up a complain procedure to enable people to report any rule violations or misconduct by employees of BETASEED or by our direct suppliers. Anyone who has concrete information or has observed behaviors that violate the principles of this Code, including in particular the human-rights and environmental obligations, are encouraged to use our Compliance communication process and write an email to compliance@betaseed.com

Suppliers shall provide appropriate information within their own company and to its own direct suppliers about the possibility of reporting (potential) violations via the Compliance communication process. Suppliers shall inform their employees about the accessibility and possibility of submitting information via the Compliance communication process mentioned above.

Supplementary clause

In those cases where stricter obligations have been agreed with a Supplier under an individual contract that diverge from the principles in this document, such divergent obligations prevail.