

General Terms and Conditions of Purchase

TKMS GmbH,
TKMS ATLAS ELEKTRONIK GmbH,
TKMS Hagenuk Marinekommunikation GmbH,
TKMS Wismar GmbH

Revision 10/2025

I. General

- These General Terms and Conditions of Purchase shall apply to any purchase orders and contracts by TKMS GmbH, TKMS ATLAS ELEKTRONIK GmbH, TKMS Hagenuk Marinekommunikation GmbH and TKMS Wismar GmbH (hereinafter each referred to as the 'Employer' as the case may be) with a third party (hereinafter referred to as the 'Contractor'). The Employer does not accept and shall under no circumstances be deemed to have accepted any deviating terms and conditions of the Contractor, unless the Employer has expressly confirmed their validity and applicability in writing or in text form (here and in the following *Textform* within the meaning of Section 126b of the German Civil Code (BGB)).
- These General Terms and Conditions of Purchase shall also apply if the Employer accepts deliveries/services, or pays for such, without reservation in the knowledge of the existence of contradictory or deviating terms and conditions usually applied by the Contractor.
- These General Terms and Conditions of Purchase shall also apply to all future transactions between the Employer and the Contractor.

II. Conclusion of contracts

- Orders are only binding if they are placed by the Employer in writing or in text form. Verbal agreements – including subsequent amendments and supplements to these General Terms and Conditions of Purchase – shall become effective only if confirmed by the Employer in writing or in text form.
- The Employer may revoke an order if the Contractor has not accepted it in writing or in text form within 14 working days of receipt.
- Cost estimates are a binding basis for subsequent orders and contracts for the period of their validity. Cost estimates shall not be remunerated unless expressly agreed otherwise.

III. Prices

All prices are fixed prices and include all actions that the Contractor has to take in order to fulfil its contractual obligations, especially but not limited to, any required certificates, drawings and assessments, as well as packaging, delivery, insurance and customs.

IV. Transfer of title

The Contractor shall transfer to the Employer title to all items within the scope of delivery/service, such as but not limited to technical documents including those of the Contractor's sub-contractors. Transfer of title to the Employer shall in respect of each item occur at the latest upon its delivery. The Employer herewith accepts such transfer of title.

V. Rights of use

- Upon payment in full of the agreed price at the latest, the Contractor shall grant the Employer the non-exclusive and irrevocable right of use, with no restrictions in terms of space, time and content, for all known and unknown kinds of use, to all deliveries/services eligible for protection by industrial property rights in each case to the extent required for the use of the deliveries/services by the Employer or by third parties, taking into account any patents, trademarks, utility models, etc., which may exist.
- The deliveries and services to be provided by the Contractor shall be free from any rights of the Contractor and third parties. The Contractor shall hold the Employer harmless, and indemnify the Employer, from all claims of third parties due to any infringements of third-party rights.
- If software was developed specifically for the Employer, the Contractor shall supply to the Employer all texts forming part of that software, including but not limited to the source code.

VI. Variations

The Contractor shall only be entitled to additional remuneration or changes to contractual deadlines for any deviations from the agreed scope of delivery/service if and to the extent a supplementary agreement to that effect has been concluded in advance either in writing or in text form.

VII. Transfer of risk

The risk of accidental loss or deterioration with respect to the scope of delivery/service shall pass to the Employer either upon delivery in accordance with the agreed upon terms of delivery, or, if and to the extent the deliveries/services are to be accepted by the Employer, upon that acceptance.

VIII. Software and consulting services

If contracts (also) include software and consulting services, and in case of amendments to such contracts, the Contractor shall agree with the Employer a specification specifying in detail the deliveries / services to be provided by the Contractor to meet the Employer's requirements (*Pflichtenheft*). Before entering into the contract or an amendment, the parties shall agree whether the Contractor shall prepare the respective specification before or after the conclusion of the contract or the amendment, as applicable.

IX. Exclusivity

Any items manufactured according to drawings, samples, models or other documents or specifications provided by the Employer may be delivered to the Employer only and must not be made accessible to third parties without the prior written consent of the Employer.

X. Confidentiality

Unless agreed otherwise in a non-disclosure agreement made between the parties, the following shall apply:

- Information classified and labelled by the Employer as "COMPANY CONFIDENTIAL" (or higher) may only be exchanged in compliance with the requirements under the Employer's Information Security Management System (ISMS). There is a general prohibition on the use of cloud services for the transfer, processing and storage of data and documents classified and labelled by the Employer as "COMPANY CONFIDENTIAL" (or higher). In this context, "cloud service" shall mean any services that involve a temporary or permanent, internet-based outsourcing or storage of data with third parties. An exception to this requirement is granted for using the cloud-based application Microsoft 365 and DocuSign with respect to Information the Employer has classified and labelled (up to) "COMPANY CONFIDENTIAL". Further exceptions require comprehensive justification and prior written approval by the Employer (in writing or in text form).
- When transferring information classified and labelled by the Employer as "COMPANY CONFIDENTIAL" (or higher), an encryption method approved by the Employer must always be used. Unencrypted transmission channels (e.g. e-mail) are permitted only for information classified and labelled by the Employer as "OPEN" or "INTERNAL".

XI. Employer provided items

- The documents, drawings, models, data, tools, documents and other items whatsoever made available by the Employer ('Employer Provided Items') shall be treated as confidential, kept safe and protected from access by third parties. Employer Provided Items may only be made accessible to third parties with the prior consent of the Employer, which can be provided in writing or in text form. Employer Provided Items shall remain the property of the Employer and must only be used for purposes of preparing offers and performing the contract, and shall be returned at any time at the Employer's request.
- The Contractor shall examine the Employer Provided Items without undue delay both upon delivery and before first use to the extent this is feasible and customary in the ordinary course of business and notify the Employer, without undue delay in writing or in text form of any defects so identified.
- If and to the extent duties to co-operate and/or to provide Employer Provided Items are expressly assigned to the Employer without sufficiently specifying the same in terms of type, scope or time of fulfilment, the Employer shall only be obligated to fulfil these duties after receipt of a notification from the Contractor by which the Contractor requests said fulfilment with a reasonable lead time and by specifying the measures necessary to be taken by the Employer.
- The processing and transforming (*Verarbeitung* and *Umbildung* within the meaning of Section 950 of the German Civil Code (BGB) of Employer Provided Items shall, at any time and at any stage of manufacturing, be carried out for the Employer as manufacturer (*Hersteller* within the meaning of section 950 BGB). The Employer shall at no time acquire title to Employer Provided Items. If Employer Provided Items are processed or inseparably mixed with other items not belonging to the Employer, the Employer shall acquire co-ownership (*Miteigentum*) of the new item in the ratio of the value of the Employer Provided Items (purchase price plus VAT) to the other processed or mixed items at the time of processing or mixing. If the mixing takes place in such a way that the Contractor's item shall be regarded as the main item, it is agreed that the Contractor shall transfer co-ownership to the Employer on a pro rata basis. The Contractor shall retain sole resp. co-ownership for the Employer (*Besitzkonstitut* within the meaning of Section 930 BGB).
- As soon as Employer Provided Items are no longer needed for their intended purpose, the Contractor shall – at the Employer's choice – either return or destroy these Employer Provided Items, together with all existing transcripts and copies of the same (if any). If so requested by the Employer, the Contractor shall render proof for that destruction. The Contractor shall be liable for any loss or damage to Employer Provided Items and shall inform the Employer without undue delay of any such loss or damage.

XII. EU Declaration of Conformity, CE mark

The Contractor shall demonstrate compliance with the safety requirements of the German Product Safety Act (ProdSG) and its product safety ordinances (ProdSV) by providing EU Declarations of Conformity and affixing CE marks. In case of products intended for military purposes only (not dual use), the Contractor shall still provide documentation corresponding to the EU Declaration of Conformity, only CE marks shall not be applied.

By providing the EU Declaration of Conformity and, if applicable, the CE mark, the Contractor confirms that all fundamental requirements of the EU directives have been observed. In conjunction with the EU Declaration of Conformity, the Contractor shall certify the national requirements that exceed the fundamental requirements of the EU directives, as well as any contract-specific or end-customer-specific requirements, as the case may be. Any deviations from before mentioned requirements must be duly documented and duly justified.

XIII. Hazardous substances (REACH)

- If the scope of delivery/service includes hazardous substances, the Contractor shall provide the Employer, together with the order confirmation, with the completed safety data sheets (EC) in accordance with Article 31 in conjunction with Annex II of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). If the safety data sheets are not required by law, the Contractor undertakes to provide information in accordance with Article 32 of the above Regulation.
- The Contractor undertakes to inform the Employer if the scope of delivery/service includes substances listed in Regulation (EC) No 1907/2006 (REACH) – Annex XIV, Annex XVII or in the Candidate List of Substances of Very High Concern (SVHC) as soon as it becomes aware thereof.

XIV. Value/cost reduction analysis / technology change

- If the Contractor manufactures products according to the Employer's production documents/specifications, the Contractor shall cooperate with the Employer at reasonable intervals in a value analysis for items/assemblies specified by the Employer. The aim of such an analysis is to reduce the price.
- The Contractor shall inform the Employer of the nature and scope of a technology change and/or process improvement in writing within a reasonable time in advance so that the Employer can decide whether a new first sample inspection is to be carried out. In this respect, the Employer is also entitled to inspect the relevant business documents of the Contractor and to inspect the changes or improvements at the Contractor's premises. If a new first sample inspection is to be carried out, the Contractor may only start production after the written approval of the new samples by the Employer.

XV. Quality and energy management

The Contractor shall establish and maintain a documented quality management system which is suitable in terms of type and scope and which corresponds to the state of the art, e.g. in accordance with ISO 9001. It must keep records, in particular of its quality inspections, and make them available to the Employer upon request.

The Contractor hereby consents to audits by the Employer or by a person appointed by the Employer to assess the effectiveness of its quality management system.

The Contractor commits itself to energy efficiency in its products, to avoid unnecessary waste of energy and to orientate itself as far as possible to the current state of the art in energy efficiency.

The contractor shall ensure compliance with the special conditions for suppliers according to DIN EN 9100, in particular chapter 8.4.3, for aeronautical products or supplies for aeronautical products such as electronic components, electronic systems, etc.

XVI. Inspections during the performance of the contract

- The Employer has the right to inspect the Contractor's performance of the contract. For this purpose, the Employer is entitled to enter the Contractor's premises during normal operating hours upon prior notification, and to inspect the quality of the material used for the performance of the contract, as well as the accuracy in quantity and quality of the manufactured items and compliance with other regulations.
- The Employer reserves the right to a final inspection of the completed part(s) of the contractual performance at the Contractor's premises. The resulting costs for the inspection shall be borne by the Employer.
- Where the Contractor uses subcontractors for any performance under an order, it shall ensure that the Employer's rights under sub-clauses 1 and 2 are also applicable to plants/premises of such subcontractors.
- The Employer may have inspections performed by third parties and may invite its end customer(s) to inspections.
- Any inspections performed shall not affect the contractual or statutory rights of the Employer.

XVII. Fixed dates and default

- The dates agreed for the performance of the deliveries/services are contractually binding. Performance before the agreed dates shall entitle the Employer to reject the delivery/service until it is due.
- The Contractor shall notify the Employer without undue delay in writing of any reasons leading to a delay and the expected duration of such delay with the contractual performance. The Contractor acknowledges that delays may lead to considerable damage for the Employer due to its own obligations towards its customers.
- If the Contractor is in default (here and in the following *Verzug* within the meaning of section 286 et seq. of the German Civil Code (BGB)) and, when taking into account the legitimate interests of both parties, it cannot be reasonably expected from the Employer to further wait (e.g., due to urgency, risks to operational

safety, or impending disproportionate damage), then, the Employer is entitled, without setting a grace period, to have the delivery/service not yet performed by the Contractor performed by a third party at the risk and cost of the Contractor.

- If the Contractor is in default with contractually binding dates, the Employer is entitled to charge from the Contractor a contractual penalty in an amount equal to 0.2% of the net contract price per each calendar day of such default, but not more than an amount equal to 5% of the net contract price in total.
- If penalized dates are adjusted or if new contractual binding dates are agreed between the parties, the above contractual penalties shall apply automatically to these adjusted/new dates with no need for an agreement to that effect. However, this does not apply if the execution of the supply/performance scope by the contractor is delayed to such an extent by circumstances attributable to the Employer that the Contractor's entire schedule is overturned and it is forced to undertake a comprehensive re-ordering.
- Penalties accrued for the default with interim contractual dates shall be credited against penalties accrued for the respective subsequent contractual binding dates and penalties for the completion date, respectively.
- The Employer may claim penalties until the final payment, even if this was not expressly reserved at the time of acceptance of the respective (delayed) delivery or service. Other rights and remedies of the Employer shall remain unaffected.

XVIII. Force majeure

- Force majeure means an event which is external, not attributable to a party, unforeseeable (at the date of the order), and unusual, which constitutes a serious impediment or makes it impossible to comply with the contractual obligations even with the utmost care which could reasonably be expected under the circumstances with the proviso that, where the impediment can be overcome by use of reasonable additional funds, such impediment shall not constitute an event of force majeure and the affected party shall make any such investments. Subject to fulfillment of the aforementioned conditions, this shall, particularly, include natural disasters, wars, riots, terrorist attacks or epidemics.
- If and to the extent a party is prevented from fulfilling its contractual obligations by an event of force majeure it shall notify the other party thereof within reasonable time in writing or in text form and it shall also provide reasonable details together with the notification. A party who has given such notice shall not be liable for delayed performance or non-performance of its obligations to the extent such party's performance is prevented by force majeure. Immediately after notification of an event of force majeure in accordance with the contract, the parties shall consult how performance can be ensured.

XIX. Delivery and storage

- Unless otherwise agreed in writing or in text form, deliveries shall be made according to (DAP [named place]) Incoterms® 2020 at the place of delivery named in the relevant order or contract. The Contractor shall provide the Client with any documents and information required for customs clearance in Germany either at the dates specified for providing the same in the contract or, where the contract is silent in due time so that the dates agreed for the performance of the deliveries/services can – when taking into consideration a reasonable time expenditure for customs clearance – be achieved.
- Delivery to a place other than that designated in the contract shall not cause a transfer of risk to the detriment of the Employer, even if delivery is received there. The Contractor shall bear any additional costs incurred by the Employer due to delivery to such other places.
- Delivery notes must be handed over in triplicate upon delivery. The following details must be included: (1) Employer's order number, (2) supplier number, (3) material number according to the order, (4) item number from the order as well as other additional notes requested in the order. On the day of dispatch of the goods, an electronic dispatch note must be sent to the Employer with the same details as appearing on the delivery notes, and separately for each order.
- Partial deliveries must be marked as such. Ordered material inspection certificates and other inspection documents must be provided concurrently with the delivery.
- Insofar as the return of the packaging material is agreed, a corresponding and clear note must be included in all delivery documents. If there is no mark, the Employer may dispose of the packaging at the Contractor's cost; in this case, the Contractor's claim to the return of the packaging shall be forfeited.
- Items of the Contractor required for the contractual performance may only be stored on the Employer's premises in the allocated storage areas. The Contractor bears full responsibility and risk for these items.
- The Contractor shall ensure that the receipt of all deliveries is confirmed by the Employer in writing or in text form.

XX. Subcontractors, assignment

- The Contractor is not entitled to transfer performance of a contract in whole or in part to third parties without the prior consent of the Employer which consent shall be valid only when given in writing or in text form. If the Employer gives its consent, the Contractor remains liable for the performance of the contract. Subcontractors of the Contractor shall be named at the request of the Employer.
- The Contractor is not entitled to assign claims arising from a contract without the prior written consent of the Employer which consent shall be valid only when given in writing or in text form. This does not apply to claims that have been legally established or that are undisputed. If an assignment, according to section 354 of the German Commercial Code (HGB) is valid without the Employer's consent, the Contractor shall reimburse to the Employer any proven and reasonable additional expenses incurred by the Employer due to that assignment.

XXI. Acceptance

- Unless agreed otherwise, acceptance shall be carried out formally with a protocol. A tacit acceptance (through remaining silent or implied behavior) shall be excluded. In particular, the approval by the Employer or a classification society of drawings and technical documents shall not constitute acceptance in the legal sense.
- Unless agreed otherwise, acceptance shall occur not later than six (6) weeks upon performance of the deliveries/services which are subject to acceptance in accordance with the contract.

XXII. Termination

- The Employer may, at any time, terminate a contract in whole or in part for convenience. For so terminated purchase contracts within the meaning of section 433 et seq. of the German Civil Code (BGB) section 648 BGB shall apply accordingly.
- The Employer has the right to terminate a contract with immediate effect for good cause, in particular if a significant deterioration in the financial situation of the Contractor arises or threatens to arise, and as a result thereof the fulfillment of obligations towards the Employer is at risk. In this case, the Employer has the right to acquire materials and/or semi-finished products, including any special operating resources, on reasonable terms.

XXIII. Invoicing, payment, set-off and retention

- A payment shall not become due without an invoice in full compliance with section 14 of the Value Added Tax Act (UStG). Invoices shall be sent by e-mail to the address of the Employer provided for this purpose.
- Payments shall become due 30 days after performance of the invoiced delivery/service in accordance with the contract and receipt of the corresponding invoice. If the delivery/service is performed before the contractually agreed date, this shall not affect the due date as set out in sentence 1 of this sub-clause 2.
- The same information as on the delivery note shall be stated in the invoice. Invoices shall also include the following information: (1) the date of delivery or performance, (2) the price of the delivery or services, and (3) the amount of tax due on the amount invoiced for the deliveries/services, (4) the order number, if applicable.

- The Employer is not in default with the obligation to make payment unless it has received a warning notice setting a deadline for payment.
- The Contractor may only offset with undisputed or legally established claims.
- The Contractor may only assert rights of retention and rights to refuse performance if its counterclaim is based on the same contractual relationship.

XXIV. Liability for defects

- The Contractor warrants that its deliveries and services either have the agreed quality or, to the extent no quality has been agreed, correspond to the state of the art of science and technology, at the date of delivery are brand-new, and that they are free from any circumstances that nullify or reduce the value or suitability for the customary use or the use assumed under the contract.
- The limitation period for claims for defects is 36 months starting with the transfer of risk according to clause VII. Longer statutory limitation periods shall prevail.
- For items newly delivered or exchanged under warranty, the limitation period for claims for defects shall start anew. For items repaired under warranty, the limitation period for claims for defects shall start anew only for (i) liability for the same defect or liability for the consequences of a defective repair, (ii) if the supplementary performance is characterised by a larger scope, long duration or higher costs, and (iii) the Contractor does not expressly remedy the defect only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the contractual relationship.
- All defects notified within the limitation period for claims for defects shall be remedied by the Contractor without undue delay. The costs for remedying defects (including all ancillary costs and any cost incurred, and damage suffered, by the Employer as a result of the defect, such as cost of transport, travel, labour, material, penalties etc.) shall be borne/reimbursed by the Contractor in accordance with the statutory provisions. The Employer shall receive an appropriate processing fee for each notice of defects.
- Upon receipt by the Contractor of a notification of a defect in writing or in text form, the limitation period for claims for defects shall be suspended (*Hemmung* within the meaning of section 203 BGB) until the Contractor has rejected the claim(s) made by the Employer, declares the defect(s) as being remedied, or refuses the continuation of negotiations on the defect(s).
- If the Contractor fails to remedy a defect within a reasonable period of time set by the Employer, the Employer may remedy, or have remedied, the defect and claim reimbursement from the Contractor for the necessary expenses so incurred by the Employer and, where appropriate, demand a corresponding advance payment. The statutory rights of rescission, price reduction or compensation of damages remain unaffected.
- In case of imminent danger, the Employer may, upon a notice to the Contractor to this effect, remedy or have remedied a defect at the Contractor's expense.
- If the Contractor is responsible for a damage falling under manufacturer product liability (*Produkthaftung*), it shall hold the Employer harmless from claims for damages by third parties upon first written demand insofar as the cause for that damage lies within its sphere of control and organisation and it is itself liable in relation to third parties.

XXV. Spare parts, supply readiness

- The Contractor undertakes to supply spare parts to the Employer on reasonable terms for the period of the usual technical service life, in any case for a period not less than ten years after the last delivery.
- If the Contractor intends to discontinue delivery of the delivery item after expiry of the period set out in sub-clause 1 or during this period, it shall inform the Employer in good time and in writing or in text form thereof with reference to the order number and give the Employer the opportunity to place a final order.

XXVI. Data protection

- The Employer processes personal data which it has obtained in the course of the business relationship with the Contractor or from publicly accessible sources.
- Relevant personal data are names, address data and telecommunications data. In addition, this may also include enquiry, offer and order data, data from the fulfilment of the Employer's contractual obligations, product data, documentation data, as well as other data comparable with the aforementioned categories.
- The Contractor's personal data is processed (as defined in Article 4(2) GDPR) in accordance with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act for the following purposes: For the fulfilment of contractual obligations (as defined in Article 6(1)(b) GDPR), as required for the implementation and organisation of the business relationship. Furthermore, the Employer shall, if applicable, use this data for additional purposes in the context of the business relationship with the Contractor.
- The Employer shall use the personal data only for its own purposes in the course of the business relationship. If third parties are involved in work processes that would require the Contractor's data to be temporarily disclosed for processing solely for this purpose, the Employer shall apply the same high standards and oblige the third party to comply with the data protection provisions as part of an order data processing agreement pursuant to Article 28 GDPR.
- The Employer processes and stores the Contractor's personal data for the duration of the business relationship and in accordance with the statutory retention periods.
- Every data subject has the right to information under Article 15 GDPR, the right to rectification under Article 16 GDPR, the right to erasure under Article 17 GDPR, the right to restriction of processing under Article 18 GDPR, and the right to data portability under Article 20 GDPR. With regard to the right to information and the right of deletion, the restrictions according to Sections 34 and 35 German Federal Data Act (BDSG) apply. In addition, there is the right to file a complaint with a data protection authority (Article 77 GDPR in conjunction with Section 19 BDSG).

XXVII. Code of Conduct

The Contractor shall comply with the "Supplier Code of Conduct" of thyssenkrupp AG (available at: <https://www.thyssenkrupp.com/en/company/procurement/for-suppliers/purchase-downloads.html>).

XXVIII. Compliance

- The Contractor is contractually obliged to fully comply with the national and international legal requirements applicable to it in each case, in particular with regard to commercial criminal law, competition law, occupational health and safety, and environmental protection. The Contractor shall pass on this obligation to its approved subcontractors and upstream suppliers involved in the provision of the supplies and services under this contract. The Contractor undertakes to provide written evidence of compliance without undue delay and at the Employer's request, including compliance by any subcontractors or sub-suppliers.
- The Contractor warrants that at the time of the conclusion of this contract it is not aware of any investigation proceedings against it or an affiliated company (in the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)). Should the Contractor become aware of such proceedings after the entry into force of this contract, it shall inform the Employer thereof without undue delay.
- A breach of any one of the above obligations shall entitle the Employer to terminate any order for good cause with immediate effect.
- In the event of such termination, the Contractor shall not be entitled to any kind of compensation or damages. The Employer reserves the right to assert claims for damages.

XXIX. Export control law

The Contractor shall inform the Employer of all relevant export conditions, restrictions and regulations relating to its deliveries and services, in particular those of the USA, Germany and the EU.

XXX. Place of performance and severability

- The place of performance for the Contractor's deliveries and services is the place of receipt indicated by the Employer in the order according to clause XIX.1 hereof.
- Should any provision of these General Terms and Conditions of Purchase or of any further agreements be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The parties agree to replace the invalid and unenforceable provision with a valid provision that most closely reflects the economic intent of the parties.

XXXI. Place of Jurisdiction and applicable law

- The exclusive international and local place of jurisdiction for all disputes between the parties arising from and in connection with a contract, its validity, interpretation and implementation (including its annexes) shall be Hamburg, Germany.

2. The exclusive jurisdiction of first instance lies with the Commercial Court of Hamburg at the Higher Regional Court of Hamburg, provided that the amount in dispute reaches or exceeds the threshold specified in Section 119b (1) of the German Judicial Organization Act (GVG) [currently €500,000.00]. If the threshold value is not reached, the dispute shall be decided by a Commercial Chamber of the Hamburg Regional Court (Civil Chamber or Chamber for Commercial Matters). The functional jurisdiction of the Civil Chamber or the Chamber for Commercial Matters as the Commercial Chamber of the Hamburg Regional Court is governed by the general statutory provisions.
3. The proceedings shall be conducted in English. The parties waive the translation of German-language documents that are submitted as annexes to written pleadings or otherwise introduced into the proceedings.
4. The parties undertake to file the necessary procedural motions to implement the jurisdiction and conduct of the proceedings in accordance with the above provisions.
5. The parties undertake to file the necessary procedural motions to classify the information at issue as confidential, in whole or in part, if it may constitute a trade secret pursuant to Section 2(1) of the German Trade Secrets Protection Act.
6. All legal relations between the Employer and the Contractor are governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, as amended.