

Dörries Group Standard Purchase and Contract Terms and Conditions (Last revised 12/2022)

§ 1 Scope of application

(1) These Standard Purchase and Contract Terms and Conditions (SPTC) shall apply to the purchase by the companies forming part of the Dörries group of companies (hereinafter referred to individually as "DÖRRIES" or "we") of goods and services:

- Dörries Werft GmbH & Co. KG
- Dörries Yachts GmbH
- Dörries Yachtbau GmbH

(2) We place orders exclusively subject to our purchase and contract terms and conditions. Standard terms and conditions of our contracting partner (hereinafter also referred to as the "Supplier" or "Contractor") shall not apply, even if DÖRRIES has not objected thereto in individual cases and has accepted the goods and/or work performed without any reservation while being aware of deviating or conflicting terms and conditions. Furthermore, any contrary contract terms of the contracting partner shall not apply unless expressly accepted by us in writing.

(3) These Standard Purchase Terms and Conditions shall only apply in relation to businesses (or "entrepreneurs" as defined in Section 14 German Civil Code (*BGB*), public law entities, or public funds within the meaning of Section 310(1) Sentence 1 German Civil Code.

§ 2 Offer, order, acceptance

(1) Offers to DÖRRIES shall always be submitted in written form (email shall also be considered to meet the written form requirement within the scope of these SPTC) as binding offers, free of charge, and shall have a commitment period of at least four weeks from the submission of the offer. Offers must generally be submitted either in German or English. Offers shall be submitted to DÖRRIES's purchasing department at the following email address: purchasing@doerriesyachts.de.

(2) When submitting each of its offers, the Contractor agrees to use its expertise and review the specification and performance requirements taking the purpose of use communicated to, or recognizable by, the Contractor and other information provided by us into account, but also for completeness, consistency, errors and mistakes, and to notify us of any reservations, concerns, or limitations with regard to the performance of work or delivery of goods without undue delay, if possible prior to, but no later than upon, submitting its offer. This shall also apply where such reservations, concerns, or limitations arise prior to, or only during, manufacturing.

(3) The Contractor shall take all of its own and all of our requirements into consideration in its offer and shall submit a complete offer to us. The Contractor shall use its best efforts at any time during the term of the contract that incorporates these SPTC as an integral part to maintain a level of technology, quality, and prices for the manufacturing and sale of its work or goods that is at least as competitive as that of manufacturers or providers of similar goods or work for the intended applications.

(4) DÖRRIES shall have discretion of whether or not to accept an offer. Acceptance by DÖRRIES shall be in the form of an order, which will generate a binding contract. The Supplier shall confirm receipt of the order within five working days in writing (confirmation of order).

(5) DÖRRIES may also place an order with the Supplier without an offer having been submitted. If the Supplier fails to accept this order in writing within a reasonable period of no longer than one week, DÖRRIES shall be entitled to cancel the order. If the Supplier accepts the order, a binding contract shall be deemed entered into upon the Contractor forwarding its written confirmation of order.

§ 3 Performance of work under the contract

(1) The scope of work to be performed under the contract shall include the provision by the Contractor of all machinery, equipment, scaffolding, lifting gear, etc., required for the performance of the work unless those items had been expressly agreed to be provided by DÖRRIES.

(2) The approval by DÖRRIES of drawings, calculations, and other technical documents shall not affect the Contractor's responsibility for its work. This shall also apply to the Contractor implementing DÖRRIES's suggestions and recommendations as well as to agreed-upon modifications. If the Contractor recognizes that DÖRRIES's performance specification, a contractually agreed concept, or any other specifications are objectively not executable, defective, or unclear, the Contractor shall notify DÖRRIES accordingly without undue delay, providing substantiation thereof.

(3) When performing work, the Contractor shall have a special duty of care with regard to environmentally hazardous substances. If, during the performance of its work, the Contractor uses, releases, or finds pollutants, or if it suspects the presence of pollutants, it shall notify DÖRRIES immediately.

(4) If the performance of the work produces waste, the Contractor shall be responsible for the disposal of such waste at its own expense unless the parties have reached a different agreement on waste disposal prior to the performance of the work.

(5) Work to be performed in the buildings or at the premises of DÖRRIES or at specified third-party shipyards must not impede our/their operation more than necessary.

(6) The Contractor shall be responsible for, and authorized to issue instructions to, the employees used by it and shall supervise them to the extent required. The Contractor shall further ensure that the legally required social insurance coverage is in place for all employees used.

(7) At the request of DÖRRIES, the Contractor shall provide DÖRRIES with the names of the employees who are present on DÖRRIES's premises or those of the specified third-party shipyards. If there is good cause, DÖRRIES or the third-party shipyard shall be entitled to deny an employee of the Contractor access to the company premises in individual cases.

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(8) All employees of the Contractor who are present on DÖRRIES's premises shall always sign in and sign out at the reception desk and carry a visitor's pass that must be clearly visible.

(9) The Contractor shall provide that all employees used by it comply with the instructions on occupational safety for outside company employees as well as any other guidelines and applicable provisions made available by DÖRRIES, in particular the outside company guidelines issued by the specified third-party shipyards, as applicable from time to time.

The outside company guideline and all other applicable provisions will be handed over upon the placing of an order.

(10) The Contractor shall apply in a timely fashion for a permit from the building management or the fire protection officer for any work on DÖRRIES's premises that involve the use or the potential generation of substances hazardous to health, as well as for hot work and work involving an ignition hazard.

Any obstruction of or default in the performance of the work due to the non-observance of this obligation shall be at the Contractor's expense.

(11) If the Contractor intends to use third-party contractors to fulfill its performance obligations, it shall obtain DÖRRIES's or, where applicable, the specified third-party shipyard's written consent for this purpose, which may not be unreasonably withheld. The Contractor shall draft the terms of the contract with the subcontractor such that compliance with the contractual provisions between DÖRRIES and the Contractor is ensured.

(12) At DÖRRIES's request, the Contractor shall deliver its work results digitally in a format that allows for unrestricted further processing.

§ 4 Duty of care, accident prevention, emissions, fire protection

(1) The Contractor shall be obligated to comply with the duty of care [*"Verkehrssicherungspflicht"*; *tort law obligation to act in order to avert sources of danger; the failure to do so leads to claims for damages*], in particular all statutes, ordinances and regulations including the bulletins of the employers' liability insurance associations regarding the safety and health of its employees, the protection of the environment, the transportation of hazardous goods, and fire protection to the extent that they are relevant for the performance of the work.

(2) The Contractor shall obtain information from the specialists in charge at DÖRRIES about any requirements applicable at the place of performance with regard to occupational health and safety, environmental protection and fire protection. All necessary measures shall be coordinated with these specialists in each case.

(3) The Contractor shall ensure that all workers used by it behave in an environmentally friendly manner and are aware of safety and fire protection.

(4) Fire protection requirements issued by DÖRRIES's fire protection officer must be complied

with in any event. If work involving a fire hazard cannot be avoided on or in the vicinity of systems susceptible to fire and/or explosions, such as oil tanks, cable systems, etc., such work may only be performed with the approval of DÖRRIES or the specified third-party shipyard. Follow-up inspections are required upon completion of the work.

(5) The Contractor shall indemnify DÖRRIES in accordance with § 15 hereof against any claims arising from the violation of regulations to be observed by the Contractor in connection with the performance of the work. This shall also apply to claims for damages to third-party facilities (e.g., supply and disposal lines) that occur in the course of the performance of work; the Contractor shall be obligated to obtain detailed information from all relevant parties regarding such third-party facilities before commencing work. If any damage occurs, DÖRRIES shall be notified without undue delay.

§ 5 Furnished materials, cooperation by DÖRRIES

(1) All necessary materials to be furnished (e.g., products delivered by us for incorporation into the goods to be delivered/or work package to be performed) or cooperation on the part of DÖRRIES must be agreed between the Contractor and DÖRRIES at the commencement of the contract. The Contractor shall notify DÖRRIES in a timely fashion in advance of any required cooperation or materials to be furnished. In the event that DÖRRIES fails to comply with these obligations or fails to do so in a timely fashion despite the Contractor's express prior notice, the Contractor shall

(i) request in writing that DÖRRIES comply with its obligation to furnish materials or cooperate by specifying the obligation in question and setting a reasonable period for such compliance (of at least one week);

(ii) make all reasonable efforts to perform the work without the (timely) compliance with the obligation to furnish materials or cooperate. Only after two unsuccessful requests pursuant to above Clause (i) shall the Contractor be entitled to claim additional costs from DÖRRIES incurred after the second unsuccessful request, which must be proven in detail.

(2) Any materials furnished by DÖRRIES shall remain our unrestricted property, as shall any tools, drawings, or other documents provided to the Supplier in connection with the conclusion of the contract or during the performance of the contract. The Supplier shall be liable for any loss of or damage to the materials supplied which is not caused by normal wear and tear.

(3) The processing or transformation of furnished materials by the Supplier shall be done on our behalf. If this involves the processing of our furnished materials with other items not belonging to us, we shall acquire co-ownership of the newly created item at the ratio of the value of the furnished materials to the other processed or transformed items at the time of processing or transformation. If furnished materials are inseparably mixed or combined with other items

not belonging to us, we shall acquire co-ownership of the new item at the ratio of the value of the furnished materials to the other mixed or combined items at the time of mixing or combination. If the mixing or combining results in items of the Contractor being regarded as the main item in relation to our furnished materials, the Contractor shall transfer to us proportionate co-ownership of the new item and shall keep it in safe custody for us.

§ 6 Delivery, passing of risk, packaging, labeling

(1) Deliveries shall be made in accordance with INCOTERMS®2020 DDP to the shipping address specified in the order.

(2) If, in individual cases, terms of delivery deviating from INCOTERMS®2020 DDP are agreed upon according to which it is not the Supplier who is responsible for the transport insurance and the costs thereof, the Supplier shall take out such insurance on our behalf. The Supplier shall therefore inform the freight forwarder that we expressly wish the freight forwarder commissioned by the Supplier to take out separate transport or storage insurance or separate liability insurance (jointly referred to as "Transport Insurance").

(3) The Supplier shall ensure that it selects suitable packaging to guarantee safe and damage-free transport to DÖRRIES. The Supplier agrees to use packaging that complies with the current Packaging Ordinance and any other current regulations regarding the packaging of the contractual products. Furthermore, the packaging shall be limited to the extent necessary to protect the goods and may only consist of environmentally compatible and recyclable materials. Unless otherwise agreed, packaging shall be taken back by the Contractor free of charge and reused or recycled. Any delivery and shipping specifications as well as material specifications for packaging provided by DÖRRIES shall be observed.

(4) The delivery of materials required for the performance of work at DÖRRIES's premises shall be permitted upon prior coordination with DÖRRIES. A representative of the Contractor must be present on site when the delivery is made.

(5) All shipments must be accompanied by a packing slip or delivery bill, which must also be forwarded to DÖRRIES's purchasing department on the shipment date. In addition to the description of the item, all shipping documents must also state the order number, order date, quantities and weights, as well as the type of packaging. Any partial or back-order deliveries must be labeled as such. Each packaging unit must bear the description of the item, order number, name of the project, and quantity on the outside.

§ 7 Notice of defects upon delivery of goods

We will examine the delivery for quantity and identity exclusively on the basis of the shipping documentation and the description on the outermost packaging of the goods. We shall have no further obligation to perform a technical inspection upon the receipt of goods unless visible defects of the goods

are recognizable at sight. We shall be obligated to notify the Contractor without undue delay of any defects of goods delivered as soon as they have been detected in the ordinary course of business.

§ 8 Acceptance of work performed

(1) Except for mere services, the work to be performed by the Contractor shall be subject to formal acceptance. Notional or implied acceptance shall be excluded.

(2) Upon completion of the work, the Contractor shall announce in writing that the work is ready for acceptance. Any required acceptance dates shall be mutually agreed between the parties within a reasonable period after the announcement of readiness. During acceptance, DÖRRIES will examine whether the work performed is in conformity with the contractually agreed quality and meets the agreed functionalities and performance characteristics. In the event that defects that prevent acceptance are detected during the acceptance test, the Contractor shall remedy those defects without undue delay and shall thereafter announce again readiness for acceptance.

(3) Acceptance of the overall performance after successful acceptance testing shall be deemed granted only by way of written confirmation from DÖRRIES (acceptance report). DÖRRIES shall not be obligated to perform a prior partial acceptance test unless this has been expressly agreed in the contract. In any event, however, the warranty periods for the overall performance shall start to run only upon final acceptance.

§ 9 Time limits and dates, default

(1) All delivery dates and periods for the performance of work specified in the order or agreed otherwise in the contract shall be binding. They shall be deemed to have been complied with upon fulfillment of the performance obligation or the arrival of the delivery, respectively, at the agreed place, or at the shipping address or place of receipt specified in the order. In cases where acceptance has been contractually agreed, the actual completion date shall be the relevant date. Furthermore, we shall be entitled to deduct from the purchase price any additional costs incurred by us due to early performance or delivery, such as storage costs.

(2) The Supplier shall be entitled to notify DÖRRIES without undue delay of any recognizable delays in delivery or performance of work, their causes and their expected duration. Should this occur and make an accelerated transport of the goods necessary in order to comply with the agreed delivery dates and periods for the performance of work, the Supplier shall bear the additional expenses resulting therefrom if it is responsible for such delays. Partial deliveries and partially performed work shall be subject to DÖRRIES's consent.

(3) Moreover, we shall be entitled to charge a contractual penalty in the amount of 0.1% of the total order value (net) per calendar day of default, but no more than 5% of the total order value (net), if the

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delivery date / period for the performance of work agreed with us has been exceeded due to the Contractor's default. The contractual penalty may be asserted up to the final payment. The penalty incurred shall be set off against any further claims for damages that we are entitled to from the Contractor due to default.

§ 10 Title, rights of use

(1) The title to the items delivered and/or created under the contract shall pass to DÖRRRIES upon payment. Any extended or expanded retention of title shall be excluded.

(2) To the extent that a transfer of ownership rights to the results of the contractual performance is not possible, DÖRRRIES shall be granted exclusive, worldwide, transferable and sub-licensable rights of use thereto that are unlimited in terms of place, time, and content. These rights of use shall include DÖRRRIES's rights to modify, reproduce, expand, and repair the result of the performance. DÖRRRIES shall furthermore be entitled to the abovementioned rights of use to illustrations, drawings, calculations, methods of analysis, programming, and other performance results produced or developed by the Contractor during the performance of the contract. DÖRRRIES shall be entitled to make these available to third parties, in particular for the purpose of maintenance, and/or the reproduction of replacement and spare parts.

(3) In the event that the granting of the rights of use according to the preceding paragraph is barred by third-party rights to components incorporated in the results of the performance, the scope of DÖRRRIES's rights of use shall be agreed upon in individual contracts.

(4) The Contractor shall retain the right to use all standard plans used by it in the preparation of the performance results as well as any other of its existing standard materials and know-how contributed by it, including for orders placed by third parties. DÖRRRIES shall be granted a non-exclusive, irrevocable, perpetual and worldwide, transferable and sub-licensable right of use to these.

(5) The Contractor shall be liable for ensuring that the delivery and use of the goods and work being the subject matter of the contract does not infringe on industrial property rights, copyrights, or any other rights of third parties, and shall indemnify DÖRRRIES upon first request against any claims by third parties for the infringement of such rights.

§ 11 Prices, terms of payment

(1) All prices are binding fixed prices unless expressly agreed otherwise, and shall include ancillary and travel costs. They are exclusive of the statutory value-added tax. All prices must be stated in EUR. If the Supplier has a different national currency, the amount in that currency shall also be provided for mere information purposes. Any price adjustment clauses or the like shall not apply. Unless specifically agreed otherwise, the prices shall be in

accordance with INCOTERMS®2020 DDP including packaging.

(2) The Contractor agrees to pass on to us without prompting any price reductions or discount increases that it benefits from, including for current orders. Upon our request, the Contractor shall provide the relevant information and produce pertinent proof. The Contractor's right of retention and/or right to refuse performance shall be excluded in this respect.

(3) Payment shall be made within 14 days of receipt of a proper invoice at a 3% cash discount, or within 30 days net from receipt of a proper invoice, or the delivery of goods, or performance of work, respectively. The term of payment shall, as a rule, not start to run until the receipt of the goods, the proper delivery bill, receipt of any document that may be required under § 11 (5), and receipt of an auditable invoice.

(4) Payments shall be made only on the basis of invoices. The invoice must clearly refer to the proper performance. An individual, separate invoice must be issued for each order number. Invoices must be submitted in single copy. The invoices must state the order number, the order item number, the recipient of the goods or work, as well as the part number. If any information or parts of the invoice are missing, we shall be entitled to reject the invoice.

(5) Billing documents and documentation records (test certificates, parts lists, work records, weight documentation, acceptance report, measurements, plans, etc.) shall be attached. Any down payment received shall be deducted from the invoice amount.

(6) Any performance beyond the agreed extent will not be remunerated unless the parties to the contract have expressly agreed otherwise in advance.

(7) Invoices to DÖRRRIES shall be forwarded exclusively via email to this address: accounting@doerriesyachts.de.

(8) Our payments shall not be deemed acceptance of terms and prices that had not been previously agreed upon in a legally valid manner. The time of payment shall not affect the rights to make a claim and warranty rights to which we are entitled.

(9) Any assignment or pledge of claims that the Supplier has against DÖRRRIES shall be permitted only with DÖRRRIES's written consent. DÖRRRIES shall not unreasonably withhold such consent.

(10) Any restriction of the rights of DÖRRRIES to assert its right of retention against claims of the Contractor, or to set off claims against the Contractor shall be ineffective.

§ 12 Remuneration on a time and material basis

(1) If, as an exception, remuneration on a time and material basis has expressly been agreed upon, the agreed hourly or per diem rate shall apply.

(2) Unless agreed otherwise, the Contractor shall submit, without prompting, weekly activity reports to DÖRRRIES for its signature. An activity report shall provide at least the following information: Company names of DÖRRRIES and the Contractor, order and billing data; name and qualification of the workers, description of work performed, beginning, duration,

and end of the performance of work, and, where applicable, material consumed.

(3) The Contractor shall submit the signed activity reports together with the corresponding invoice.

§ 13 Express warranty (liability for defects), warranty, statute of limitations

(1) We shall be entitled to statutory warranty rights without limitation. Except for work performed, we shall therefore be entitled, after a reasonable period of time has been set, to request, at our discretion, rectification of the defect or delivery of an item free from defects including all related documentation (cure). The Supplier shall bear all costs incurred as part of the cure. If the cure fails, we shall be entitled without restriction to rights provided under the law, to wit, substitute performance, reduction of the purchase price, rescission of the contract, and damages.

(2) If DÖRRIES informs the Supplier of the intended use of the goods to be delivered, the Supplier shall warrant the fitness of the goods delivered and work performed by it for that purpose.

(3) If individual components are repaired or replaced as part of the warranty, the warranty period shall start to run anew for these components.

(4) Furthermore, in the event of defective delivery/work, and after a reasonable period to provide a cure has lapsed unsuccessfully, we shall be entitled under the law

- to perform the cure or provide replacement ourselves or have third parties perform them at the expense of the Contractor; or
- to demand the reduction of the purchase price, or rescind the contract; and
- claim damages or the reimbursement of futile expenses.

It is not required to set a period if the Contractor refuses to provide a cure, or if not setting such period is justified under the circumstances weighing both parties' interests, or if it is not possible to set a period, e.g., due to imminent danger, or if this would cause greater damage than carrying out the substitute performance.

(5) The return of defective and faulty goods shall be at the risk and expense of the Contractor. If we need to carry out corrective work, the rate for such work is at least EUR 82.00 (net) per hour plus a flat-rate case fee of EUR 160.00 (net). The Contractor retains the right to prove a slighter damage and we reserve the right to prove a higher damage.

(6) Warranty claims shall become statute-barred 24 months after the passing of risk or acceptance, as applicable, unless the law provides for a longer period.

(7) The limitation of mutual claims of the parties to the contract shall be subject to the statutory provisions unless provided otherwise below. In deviation from Section 438(1) No. 3 German Civil Code, the limitation period shall be three (3) years from the passing of risk.

§ 14 Industrial property rights of third parties

(1) The Supplier warrants that the goods delivered and work performed are free from rights of third parties and that the delivery of goods and performance of work will not infringe on third-party rights.

(2) If work performed under the contract infringes on third-party rights, the Supplier shall, as part of the cure, take all reasonable measures by acquiring rights in order to establish conformity with the contract. If the acquisition of rights fails, the Supplier shall provide us with equivalent performance of work under the contract and goods that do not infringe upon the rights of third parties.

§ 15 Liability, indemnification

(1) The liability of the Contractor shall be subject to the provisions of the law unless otherwise provided herein or in a contract that forms the basis of these terms and conditions.

(2) The Supplier shall be obligated to indemnify us upon first request, without limitation in terms of the amount, against any liability towards third parties or against claims from third parties and any related costs arising from the manufacture, delivery, storage, or use of the goods delivered or work performed, including all claims due to the infringement of industrial property rights of third parties.

(3) This indemnification obligation shall not apply to the extent that the claim is based on a culpable breach of duty on our part.

(4.1) Claims for damages and the reimbursement of expenses (hereinafter collectively referred to as "Claims for Damages") of the Contractor against us – regardless of the theory of liability – shall be excluded unless they are based on the provisions of the Product Liability Act, willful misconduct or gross negligence by us violating our contractual or legal obligations, damage to health and bodily injury suffered by the Contractor due to a violation of an obligation for which we are responsible, non-compliance with a guarantee of the presence of a specific quality, or the violation of essential contractual obligations by us. Obligations that are essential to the contract are those the fulfillment of which allow us to properly perform our primary contractual obligations in the first place, and in the observance of which the Contractor trusts or may trust as a matter of course. In the event of our breach of essential contractual obligations, the Contractor's claim for damages against us shall be limited to the foreseeable damage that is typical of this type of contract, unless we are liable based on the provisions of the Product Liability Act, willful misconduct or gross negligence, damage to health and bodily injury suffered by the Contractor, or non-compliance with a guarantee of the presence of a specific quality. Damage that must be typically expected when the essential contractual obligation has been violated is deemed typical of this type of contract/foreseeable.

(4.2) The violation of an obligation by us shall be deemed equivalent to that of our legal representatives or vicarious agents.

(4.3) The provisions above do not imply a reversal of the burden of proof to the disadvantage of the Contractor.

§ 16 Quality assurance and modification of goods

(1) The Supplier undertakes to ensure the permanent quality assurance of its goods by applying a suitable quality assurance system, e.g., DIN EN ISO 9001 et seq. or equivalent, or otherwise suitable quality tests and controls during and after the production of its goods. The Supplier shall prepare documentation on such tests.

(2) The Supplier owes stocking of spare parts for the goods for the period of their service life according to past experience. In the event of product changes and/or the discontinuation of products, the Supplier shall be obligated to take appropriate measures to ensure continued supply and to notify us without undue delay upon the Supplier itself becoming aware thereof.

(3) The Supplier shall notify changes, without prompting, in respect of

- material composition;
- product description;
- test methods and equipment;
- changes of the production site;
- prescribed storage conditions; and
- safety-relevant changes to the safety data sheet

to the extent that the change may be of importance to us. If a change affects a current contractual relationship, this change shall be subject to a written mutually agreed amendment of the contract.

(4) For this purpose, the Supplier shall regularly inquire with its upstream suppliers about planned product changes or the discontinuation of products and to inform us about possible alternative products and to provide us, without being prompted, with the relevant data sheets, samples, etc. For at least six months after receipt of a notice regarding changes or the discontinuation of products, we shall be given the option to place a final order with the Supplier at the terms and conditions applicable at the time of receipt of aforesaid notice regarding changes or the discontinuation. If the Supplier violates this obligation, it shall be obligated to compensate us for any damage resulting therefrom.

§ 17 Audit

DÖRRIES shall be entitled, after consultation with the Supplier, to carry out audits at the Supplier's premises itself or through third parties commissioned by DÖRRIES who have been bound to secrecy by DÖRRIES. The Supplier shall not unreasonably withhold its consent to such audits.

§ 18 Confidentiality; prohibition of filming and photography

(1) To the extent that we have entered into a separate non-disclosure agreement (NDA) with the Supplier, this NDA shall apply accordingly to all information disclosed in connection with any goods delivered, work performed, or otherwise. In all other cases, the following provisions shall apply:

(2) The Supplier shall treat as confidential all illustrations, drawings, calculations, and other documents and information, including information regarding the production and operating equipment

and processes, which have been disclosed to it in connection with the delivery in oral, written, or other form and which have been marked or designated as confidential or are confidential by their nature ("Confidential Information"). In cases of doubt, it shall be assumed that the information in question is to be regarded as Confidential Information. This shall not apply to information that (i) is in the public domain or is made publicly available in a legal manner, (ii) was legally known to the Supplier before having received it from us, (iii) the Supplier has developed independently without recourse to or use of information received from us, (iv) the Supplier has received legally and without a non-disclosure obligation imposed by third parties, who acquired that information legally themselves and without obligation to keep it confidential, (v) the Supplier must disclose by law or based on a governmental or judicial order; in which case it shall inform us prior to such disclosure and limit the scope of the disclosure to the extent possible. The Supplier shall not disclose or pass on Confidential Information to third parties unless we have given our express prior written consent. Sharing Confidential Information with employees shall be permitted only to the extent that this is necessary for the performance of the contractual obligations of the Supplier.

(3) The confidentiality obligation shall apply for a period of five (5) years after full completion of all deliveries or performance of work, respectively. The Supplier shall not use Confidential Information for its own purposes beyond the performance of the contract. The Supplier shall be liable for any and all damages incurred by us due to its violation of the confidentiality obligations stated above.

(4) A comprehensive ban on filming and photographing applies to the premises of DÖRRIES or those of specified third-party shipyards. The Contractor shall be permitted to make film recordings and photographs only if this has been approved in advance in writing by DÖRRIES or if they are destined for the mere purposes of documenting the Contractor's own work. In this respect, the Contractor submits to image control by DÖRRIES. Any recordings or photographs that violate this prohibition shall either be deleted or surrendered to DÖRRIES. The Supplier's right of retention and/or right to refuse performance shall be excluded in this respect.

§ 19 Data protection

(1) The parties to the contract undertake to comply with the statutory provision on data protection, including but not limited to the European General Data Protection Regulation (EU GDPR) and the German Federal Data Protection Act (*BDSG-neu*). The Supplier warrants that it has the appropriate technical and organizational means for the implementation of the relevant data protection regulations.

(2) If the Contractor obtains access to personal data in the course of the performance of work under the contract, it shall comply with the applicable data protection provisions, and, in particular, shall not

process personal data other than for the purpose of providing the contractual performance (purpose), it shall further ensure that its employees have access to the data only where this is absolutely necessary, place its employees in writing under the obligation to comply with data secrecy, instruct them with regard to the data protection provisions to be complied with, and provide proof thereof to DÖRRIES upon request. The Contractor warrants that it will protect personal data in accordance with the state of the art.

(3) It is generally not planned for the Contractor to process personal data on behalf of DÖRRIES. Should this, however, be mutually agreed by the contracting parties as an exception, the parties shall – prior to the Contractor gaining access to our personal data – enter into a data processing agreement. The Contractor warrants that DÖRRIES's personal data shall be processed only within the territory of the Federal Republic of Germany, a member state of the European Union, or a treaty state of the Agreement on the European Economic Area. Any deviations therefrom must be expressly agreed upon between DÖRRIES and the Contractor in writing and shall be subject to the conclusion of agreements required for this purpose.

§ 20 Advertising, naming as reference customer

The Supplier shall not be permitted to make advertising references of any kind or extent to our business relationship with the Supplier, in particular naming us as a reference customer, unless we have given our prior written consent to this effect. The Supplier shall be liable for any and all damages incurred by us due to its violation of the obligations stated above.

§ 21 Export control and customs

The Contractor shall be obligated to inform us in its business documents of any licensing requirements for (re-)exports of its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. For this purpose, the Contractor shall provide at least the following information on its offers, confirmations of order, and invoices next to the relevant items:

- the Export List number according to Annex AL of the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists;
- the ECCN (Export Control Classification Number) for US goods pursuant to US Export Administration Regulations (EAR), the trade origin of its goods and the components of its goods, including technology and software;
- whether the goods were carried through the USA, manufactured or stored in the USA, or manufactured using US technology;
- the statistical commodity number (HS-Code) of its goods; as well as
- a contact person in its company to clarify any questions we may have.

At our request, the Contractor shall be obligated to provide us in writing with all other foreign trade data

relating to its goods and their components and to inform us in writing without undue delay (prior to the delivery of any goods affected thereby) of any changes of the above data. The Contractor shall comply with all import regulations for any delivery of goods to us and shall handle all related customs modalities on its own and pay all related costs.

§ 22 REACH, RoHS, Conflict Minerals

(1) It shall also be the Supplier's responsibility to ensure that the goods are in compliance with the provisions of the Regulation (EC) No. 1907/2006 ("REACH Regulation") for the Registration, Evaluation, Authorization and Restriction of Chemicals, as applicable from time to time. In particular, the substances contained in the goods must be pre-registered or registered, as the case may be, to the extent required under the provisions of the REACH Regulation. The Supplier shall provide us with safety data sheets and further required information in accordance with the provisions of the REACH Regulation without prompting. In particular, restrictions and/or prohibitions of substances or the use and any content of substances included in the candidate list (SVHC) shall be observed and communicated. This information shall be addressed to the following email address : purchasing@doerriesyachts.de.

(2) It shall also be the Supplier's responsibility to ensure that the goods to be delivered by it or parts thereof are in compliance, without any restriction, with the requirements set forth in the Regulation 2011/65/EU (RoHS II) as of June 8, 2011, as well as the Regulation (EU) 2015/863 as of March 31, 2015 (RoHS III) and all subsequent versions thereof, as well as with the national regulations issued within the European Union implementing said regulation (such as, e.g., *ElektroStoffV*), and are suitable for RoHS-compliant manufacturing processes. The Contractor shall inform us in a timely fashion of the earliest possible time of its ability to deliver RoHS-compliant contractual products. To the extent that contractual products cannot be delivered in a demonstrably RoHS-compliant condition, we reserve the right to rescind the respective individual contract.

(3) The Supplier agrees to deliver the delivery item in accordance with the provisions set forth in the Regulation (EU) 2017/821 of May 17, 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores, and gold originating from conflict and high-risk areas and Section 1502 of the US Dodd-Frank Act. The Supplier further agrees to identify the use of so-called "conflict minerals" (tin, gold, tantalum, tungsten) in its supply chain and to ensure by taking appropriate measures that the delivery item does not contain any conflict materials pursuant to the Regulation (EU) 2017/821 of May 17, 2017 and Section 1502 of the US Dodd-Frank Act.

(4) In the event that the Supplier violates any of its aforementioned obligations, we shall be entitled at any time to immediately cancel the respective order and to refuse acceptance of the respective delivery

without incurring costs thereby. We expressly reserve the right to assert further claims for damages. (5) In the event of violations of any of the obligations and provisions stated above, the Supplier shall expressly indemnify us against any third-party claims brought against us and from the resulting damage or claims for any cause in law whatsoever, and shall indemnify us against loss and lawsuits in this respect.

§ 23 Supplier's compliance with minimum wage obligations

(1) The Supplier shall be obligated (i) to pay the minimum wage pursuant to Section 20 German Minimum Wage Act (*MiLoG*) to its employees working within the territory of the Federal Republic of Germany in due time within the meaning set forth in Section 2 Minimum Wage Act, (ii) to record pursuant to Section 17 Minimum Wage Act the beginning, end, and duration of the daily work hours of its employees by no later than expiry of the seventh calendar day following the day the work was performed, and to keep those records for at least two years, starting to run at the date relevant for the recording, (iii) in its capacity as an employer headquartered abroad, to submit to the competent authority within the customs administration a written registration in German pursuant to Section 16 Minimum Wage Act prior to the beginning of performance of any work; current statutory ordinances regarding the obligation to register under Section 16 Minimum Wage Act may apply.

(2) The Contractor shall further ensure that the employees used by its subcontractors receive the statutory minimum wage under the Minimum Wage Act or, as applicable, at least the minimum hourly wage based on the statutory ordinance issued under Section 3a German Act on Temporary Agency Work (*AÜG*), or, if the work to be performed falls under the scope of application of the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (*AEntG*), the prescribed minimum wage of the trade in question. The Contractor shall also ensure that mandatory obligations to pay contributions to social security carriers, employer's liability insurance associations, and other bodies are complied with.

(3) Illegal employment of any kind must be refrained from. The Contractor agrees to comply with the statutory minimum wages at all locations outside Germany.

(4) If the Supplier culpably violates the obligations set forth under § 23(1) to (3), DÖRRIES shall be entitled to terminate the contractual relationship with immediate effect without having to comply with a period of notice and without the necessity of a prior warning. Furthermore, the Contractor shall be liable to DÖRRIES for any damage suffered by us due to the culpable non-compliance with the obligations set forth above in paragraphs (1) to (3).

(5) The Supplier shall indemnify DÖRRIES upon first request against any third-party claims arising from a violation of the Supplier's obligations under the

Minimum Wage Act or a violation of the obligations of subcontractors/lenders commissioned by it under the Minimum Wage Act. This obligation to indemnify shall apply to both the liability under civil law and fines imposed on DÖRRIES for violations by the Supplier or the subcontractors/lenders used by it. This obligation to indemnify shall also apply to any costs incurred in connection therewith for the prosecution of an action or legal defense to the extent that the claims and demands asserted are based on an alleged violation of the obligations under the Minimum Wage Act incumbent on the subcontractor or a subcontractor used by the subcontractor. The obligation to indemnify shall explicitly also apply to claims from social security carriers and tax authorities.

§ 24 Compliance with legal requirements

(1) It is the Supplier's own responsibility to ensure that the goods delivered by it or parts thereof, or the work to be performed by it, respectively, shall be in compliance with all applicable laws, regulations ordinances, and any other public-law provisions and regulations issued by authorities and employer's liability insurance associations.

(2) In the event of violations of any of the provisions set forth in § 24, § 25, § 26 for which the Supplier is responsible, the Supplier shall indemnify us against any liability and responsibility in relations with third parties, regardless of the cause in law, and shall bear all damages arising therefrom.

§ 25 Compliance

(1) The Contractor agrees to comply with all statutory provisions governing the treatment of employees, environmental protection and occupational safety, and to work on reducing adverse effects on people and the environment in its activities. To achieve this, the Contractor shall establish and further develop a management system according to ISO 14001 within the scope of its possibilities. The Contractor shall also observe the principles set forth in the UN Global Compact Initiative. These principles essentially concern the protection of international human rights, the right to collective bargaining, the prevention of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at www.unglobalcompact.org.

(2) In the event that a Contractor, repeatedly behaves in a manner that violates the law and/or does so despite appropriate notice, and does not prove that the violation of the law has been remedied as far as possible and that adequate precautions have been taken to avoid violations of the law in the future, we reserve the right to rescind current contracts or terminate them for cause, effective at notice. To the extent that the Contractor's unlawful conduct was culpable (intentional or negligent), we furthermore reserve the right to assert claims for damages.

§ 26 Termination

(1) DÖRRIES has the right to terminate the contract at any time (ordinary termination). In the event of an ordinary termination, the Contractor shall be entitled to the remuneration due for all goods delivered and work performed until the date of effectiveness of the termination, or to the portion of the remuneration attributable to the work performed until the termination, as well as to the loss of profit, subject to proof thereof, that results from the fact that the contract was terminated. The loss of profit shall be proven by the Contractor in detail, in particular taking savings in expenses and other uses of its performance into account, disclosing the original estimate. Any further claims shall be excluded.

(2) The right to terminate for cause (extraordinary termination) shall remain unaffected.

(3) If DÖRRIES gives extraordinary notice of termination for cause, and if the Contractor is responsible for such cause, the Contractor shall be entitled to the remuneration for goods delivered and work performed to date only if DÖRRIES is interested in the partial performance provided so far.

(4) Each notice of termination must be given in writing in order to be effective.

§ 27 Force majeure

(1) To the extent that one of the parties to the contract is prevented from fulfilling its obligations as a result of force majeure pursuant to Paragraph (2), it shall be released from these obligations for the duration of the prevention due to force majeure. The other party to the contract shall be released from its counter-performance obligations accordingly.

(2) Force majeure shall mean an external, unforeseeable event that cannot be averted or not averted in time even by exercising the utmost care reasonably to be expected and by employing technically and economically reasonable means. Force majeure shall include, in particular, natural disasters, epidemics, acts of terrorism, wars and political unrest, currency and trade restrictions, embargoes, sanctions, statutory provisions or measures by the government, or the courts, or any authority.

(3) Each of the parties to the contract may invoke force majeure only if it has notified the other party without undue delay of the occurrence and expected duration thereof. That party shall endeavor to ensure, using all technically feasible and economically reasonable means, that the conditions for the performance of the contract are restored.

§ 28 Place of performance, choice of law, place of jurisdiction

(1) The place of performance for the Supplier's obligations is either the shipping address agreed in the orders or the registered office of DÖRRIES in Bremerhaven.

(2) These SPTC and all contracts entered into on the basis thereof shall be governed by the Federal Republic of Germany (to the exclusion of the UN

Convention on Contracts for the International Sale of Goods).

(3) Bremen shall be the exclusive place of jurisdiction for all disputes arising from or in connection with these SPTC and all contracts entered into on the basis thereof. However, we shall also have the right, at our discretion, to bring action against the Supplier at its general place of jurisdiction.

§ 29 Miscellaneous

(1) We must be notified without undue delay of any change of the name of the Supplier, the transfer of its business operations, and any change in the Supplier's ownership or shareholder structure.

(2) Any side agreements, amendments or supplements of the contractual agreement must be made in writing.

(3) Should any one or several of the provisions above be or become ineffective, the effectiveness of the remainder hereof shall not be affected thereby. The parties undertake that, in this case, they will agree on a legally effective provision that matches the economic purpose of the ineffective clause to the closest possible extent.

(4) In the event these terms and conditions are translated into a language other than German, the German version of these terms and conditions shall always prevail in the event of any doubts regarding interpretation, incompleteness, etc.