

## Terms and conditions for the regulation of matters arising from Force Majeure (Coronavirus Pandemic)

### X. Force Majeure and the Non-Availability of Goods or Services

X.1 In cases of force majeure, the supplier is released from its delivery obligations and the performance of other obligations as well as from any liability for damages or other contractual remedies resulting from any infringement of contract, from the point at which the occurrence took place and for its full duration and extent.

X.2 "Force Majeure" are events that occur that are not in the supplier's control which would cause the supplier to be unable to perform its obligations either in whole or in part. Force Majeure shall include (but is not limited to):

- War, armed conflicts and animosity or the serious threat of such, as well as civil war, rioting, revolution, military or power struggles and mob violence;
- Acts of terrorism, sabotage or piracy;
- Lawful or unlawful administrative acts, administrative orders, regulations, rules, or instructions which would cause the supplier to be unable to perform its obligations either whole or in part;
- Natural catastrophes such as flooding, earthquakes, wildfires;
- Epidemics, pandemics, endemics;
- Explosions, fire or destruction of machinery, facilities or manufacturing plants, sustained outages in ways or means of transportation, telecommunications or electrical systems;
- Strikes and lawful lockouts.

Supply problems and other defaults by the supplier's suppliers shall be considered Force Majeure insofar as the supplier's supplier was unable to perform an obligation on its part as a result Force Majeure as described in sentence 2 above.

X.3 The supplier shall show the customer without delay the occurrence as well as the duration and extent of the condition caused by Force Majeure and shall make his best efforts to limit its impact.

X.4 At the time that condition constituting Force Majeure occurs, both parties to the contract shall coordinate how they shall proceed after the Force Majeure has ended and shall determine whether the product that was not delivered during that time should still be delivered.

X.5 Each contracting party is entitled to withdraw from the contract that was impacted by Force Majeure if it lasts more than eight (8) weeks or when it is proven that it will last for such a period of time. The right of each party to terminate the contract for good cause in the case of a lengthy Force Majeure shall remain unaffected.

X.6 In the case of an untimely delivery of goods or services from its supplier (non-availability of goods or services), the supplier shall inform the customer immediately and at the same time inform it of the expected new delivery date. If the delivery or service is still not available

by the new delivery deadline, the supplier is entitled to withdraw from the contract in whole or in part; the supplier shall immediately reimburse the customer for any payments already made.