

between: **Atlas Weyhausen GmbH**, Visbeker Straße 35, 27793 Wildeshausen, Germany, registered in the Commercial Register of the District Court of Oldenburg/Germany under HRB 204653, represented by the Managing Director Klaus Brunkhorst
- hereinafter referred to as “ATLAS” -

and:
.....
.....

Represented by

- hereinafter referred to as the “Supplier” -

Recitals

The Parties are in a business relationship on the basis of which the Supplier supplies various products to ATLAS. The Parties therefore concluded a corresponding Framework Agreement on

For the manufacture of the product, a separate tool is required. The Parties have agreed that ATLAS shall provide this tool of the Supplier for the production of the product concerned under the terms of this Tool Leasing Agreement.

Now, therefore, the Parties agree as follows:

§ 1 Subject matter of the Agreement

1. The subject matter of this Agreement is the leasing, by ATLAS, of the tool(s) specified in detail in **Attachment 1 Tool Specifications**, attached hereto, to the Supplier free of charge for the exclusive purpose of the manufacture and delivery of the product named in the Recitals to ATLAS by the Supplier.
2. ATLAS warrants that ATLAS is the unrestricted owner of the tools listed in Attachment 1 to this Agreement and that third-party rights to such tools do not exist.

§ 2 Contractual Implementation

1. The Supplier hereby confirms that the Supplier is already in possession of all the tools listed in Attachment 1.

ALTERNATIVE – If Atlas is still in possession of the tool(s):

The transfer of the tools listed in Attachment 1 shall take place within days after conclusion of this Agreement. The handover will be documented by way of a log that both Parties shall sign. This log confirms the correct handover and proper condition of the tool(s).

2. In the event that any objections and/or complaints arise when handing over the tools, ATLAS shall take immediate action to remedy the situation.
3. The Supplier may only use the tools within the Framework Agreement concluded with ATLAS. The tools are used exclusively in the Supplier's operational facilities in, i.e. the latter shall not transfer the tools to another location or even to third parties without the prior consent of ATLAS.
4. The Supplier shall handle the provided tools carefully until termination of the Agreement, use them professionally and only on properly operating clamping machine, and maintain and repair the tools regularly, so that both the quality of the products to be produced using the tools and the production capacity of the tools is ensured, while taking into account the normal wear of the tools. The costs of maintenance and repair of the tools shall be borne by the contracting Parties – unless otherwise agreed – whereby each Party bears half of the costs. If these costs are due to defects of items manufactured by the Supplier or due to improper use by the Supplier, the Supplier's employees or other vicarious agents of the Supplier, said costs shall be borne solely by the Supplier. The Supplier shall promptly notify ATLAS of any not inconsiderable damage to these items. Upon request, the Supplier shall return the items to ATLAS in proper condition if they are no longer required by the Supplier to fulfill the contracts concluded with ATLAS. Irrespective of the above obligations, the Supplier shall submit to ATLAS, unsolicited and by the end of the first quarter of each calendar year at the latest, a continuously updated report on the current status of each tool provided and shall do so in accordance with **Attachment 2 Model Status Report**.
5. The Supplier shall keep and maintain the tools carefully and safely until the Agreement is terminated and insure the tools against the usual risks of accidental damage and loss (such as fire, theft, water), naming ATLAS as the beneficiary of the replacement costs. The Supplier shall provide the corresponding proof of insurance upon request. The Supplier shall assign to ATLAS all claims under the insurance policy and provide ATLAS with a declaration/certification by the insurer that the insurer (a) shall make payments related to damage to the tools only to ATLAS; (b) shall not accept any termination of or amendments to the insurance policy without the written consent of ATLAS; (c) shall immediately inform ATLAS of a delay in payment of the insurance premium; (d) permits ATLAS to continue to be covered by the insurance policy in the event of a late payment of the insurance premium by the Supplier.

§ 3 Protection of Property Rights

1. The Supplier shall notify ATLAS immediately if third parties have access to the tools (e.g. through garnishment, etc.). Furthermore, the Supplier shall protect the availability of the tools to ATLAS, do whatever is necessary to contest such access by third parties, and coordinate the necessary measures with ATLAS as soon as possi-

ble. In the event that any such measures are taken, the Supplier shall take into account the alleged interests of ATLAS and incorporate these.

2. In whatever form third-party access occurs, the Supplier shall immediately point out the existing property rights of ATLAS.
3. ATLAS may, at any time, freely dispose of its property rights to the tools without giving reasons and/or observing notice periods.
4. ATLAS may demand the immediate surrender of the tools. A right of retention to the tools on the part of the Supplier – for whatever reason – is excluded. In the event that ATLAS requests the surrender of the tools despite a parts delivery contract that was concluded with the Supplier and that is not yet fulfilled, the Supplier shall be exempted from the fulfillment of said parts delivery contract. This applies, without prejudice, to the other provisions of the parts delivery contract.
5. In the event that an insolvency proceeding concerning the assets of the Supplier is applied for or opened in court, the tools must be returned to ATLAS immediately upon first request.

§ 4 Contractual Term

1. This Agreement comes into force upon signing by both Parties and ends on the date of return of the tools to ATLAS.
2. If ATLAS requires the surrender of the tools, ATLAS shall pick up the tools from the Supplier at its own expense and risk. If the Supplier returns the tools, the return will be made to ATLAS at the expense and risk of the Supplier.
3. The tools must be returned in a defect-free, serviceable condition and in their entireties.
4. Within 20 working days of the end of this Agreement, ATLAS shall review and verify the completeness and perfect working condition of the returned tools. If no written complaint is made by ATLAS immediately following the aforementioned review and verification – and no later than 30 working days after the end of this Agreement – then the tools are considered to have been accepted and the completeness and perfect working condition of the tools is considered to have been confirmed.

If ATLAS makes a complaint, in writing and within the aforementioned deadline, concerning any defects in the tools and/or their incompleteness, then, within a further period of 10 working days after receipt of the complaint, the Supplier may carry out a cross-check at the Supplier's own expense and, within the same 10-day period, acknowledge the complaint(s) as binding at its expense and may reach an agreement with ATLAS on the restoration of the tools to their original defect-free, serviceable condition and/or in their entirety or an agreement on adequate compensation. If such an agreement is not successful within the specified period, the Supplier shall prove the completeness and proper working condition of the returned tools. The Parties hereby agree that for the preservation of evidence ATLAS shall, at the expense of the Supplier, commission a publicly appointed expert to assess all parts of those tools for which ATLAS did not file a complaint. After being assessed

by such an expert, ATLAS may freely dispose of the returned tools, in particular by immediately supplying them for further use. In the event of a legal dispute over tools that have not been returned without defects, it is agreed that the decision of the respective expert will be accepted by both Parties as binding.

5. If ATLAS makes a complaint, in writing and within the aforementioned deadline, concerning any defects in the tools and/or their incompleteness, then, within a further period of 10 working days after receipt of the complaint, the Supplier may carry out a cross-check at the Supplier's own expense and, within the same 10-day period, acknowledge the complaint(s) as binding at its expense and may reach an agreement with ATLAS on the restoration of the tools to their original defect-free, serviceable condition and/or in their entirety or an agreement on adequate compensation. If such an agreement is not successful within the specified period, the Supplier shall prove the completeness and proper working condition of the returned tools. The Parties hereby agree that for the preservation of evidence ATLAS shall, at the expense of the Supplier, commission a publicly appointed expert to assess all parts of those tools for which ATLAS did not file a complaint. After being assessed by such an expert, ATLAS may freely dispose of the returned tools, in particular by immediately supplying them for further use. In the event of a legal dispute over tools that have not been returned without defects, it is agreed that the decision of the respective expert will be accepted by both Parties as binding. ATLAS may claim damages from the Supplier in the amount of the net repair costs determined by the expert or the determined lower value.

§ 5 Data Protection

1. The Supplier shall comply with the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation.
2. If the Supplier collects, processes or uses personal data from ATLAS in the provision of the Supplier's services ("Order Data Processing"), the Supplier shall, at the request of ATLAS, conclude an agreement on data protection and data security in the Supplier's contractual relationships pursuant to Art. 28 (3) of the EU General Data Protection Ordinance (GDPR).
3. The Supplier shall collect, process and disclose personal data exclusively for the purpose of fulfilling this Agreement.
4. To the extent that the Supplier transmits this data to countries other than Member States of the European Union or a signatory state to the agreement on the European Economic Area, the Supplier shall conclude agreements necessary to maintain an adequate level of data protection at ATLAS. Insofar as the Supplier uses subcontractors for this purpose, the Supplier shall ensure, at the request of ATLAS, that these subcontractors also conclude corresponding agreements with ATLAS.
5. The Supplier shall ensure that the persons employed by the Supplier for the provision of the Supplier's services are trained in data protection law and are obliged to observe data confidentiality during and after their work.
6. The data protection officer of ATLAS must be provided the required information and documentation upon request.

§ 6 General Regulations

1. Changes and/or amendments to this Agreement, including these regulations as well as the Attachments to this Agreement, must be made in writing.
2. Should a provision of this Agreement be or become invalid or unenforceable or should a gap be found in this Agreement, this shall not affect the validity of the remaining provisions. In such cases, the Parties shall agree on a valid or enforceable provision or a provision to fill the gap.
3. The place of jurisdiction is Wildeshausen, Germany. The law of the Federal Republic of Germany governs this Agreement to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Attachments:

Attachment 1)	Tool Specifications
Attachment 2)	Template – Status Report

ATLAS:

Supplier:

Wildeshausen, _____

_____, _____

(Managing Director)

(Managing Director)

Attachment 1)	Tool Specifications
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Attachment 2) Template – Status Report