

## § 1 GENERAL, SCOPE OF APPLICATION

- (1) Our general terms and conditions of purchase apply to the purchase of goods as well as services and work.
- (2) Our general terms and conditions of purchase apply exclusively for companies in terms of § 14 BGB.
- (3) Only our general terms and conditions of purchase apply for each contract with our contractual partner (hereinafter referred to as supplier). We do not recognise any conditions of the supplier that contradict our general terms and conditions of purchase unless we expressly agree to their validity in writing. Our general terms and conditions of purchase also apply when, aware of contrary conditions of the supplier or those that differ to our general terms and conditions of purchase, we accept the delivery or service of the supplier without reservation.
- (4) With the first delivery or service based on these general terms and conditions of purchase, the supplier also accepts the latest version of our general terms and conditions of purchase for all additional contractual relationships. When first requested, we will provide the supplier with the latest version of our general terms and conditions of purchase at no cost. Our latest general terms and conditions of purchase can also be downloaded and printed at [www.gwk.de/einkauf](http://www.gwk.de/einkauf).
- (5) Any agreements made between the supplier and our company for the execution of the contract and those that go beyond these general terms and conditions of purchase must be stated in writing in this contract. Any amendments or additions to these terms and conditions of purchase or any verbal collateral agreements shall only apply if confirmed by us in writing. Verbal collateral agreements are not valid.

## § 2 CONCLUSION OF CONTRACT, CONTRACT CONTENT

- (1) Only our written orders with signature or with electronic mark of origin shall be valid. Only the content of our order is relevant for the contract content.
- (2) The supplier shall confirm the order in writing within three (3) calendar days after the order date. At the end of this period, we are entitled to cancel our order. Claims by the supplier based on a valid revocation are excluded. Orders are deemed to be accepted if the supplier does not object within four (4) calendar days in writing or text form provided that the supplier has been expressly notified of this legal consequence by us during the order.
- (3) If insolvency proceedings are initiated in relation to the assets of the supplier and the supplier has not yet or not fully executed the contract, we shall in all cases be entitled to rescind the contract or - for continuing contractual obligations - to terminate the contractual relationship with immediate effect.

(4) Even after conclusion of the contract, we shall be entitled to request changes in the delivery item at our reasonably exercised discretion (§ 315 BGB) if such changes may reasonably be asked of the supplier.

(5) The supplier may only assign subcontracts for essential parts of goods to subcontractors with our written approval. In the event of the engagement of subcontractors, the supplier is liable for their services in the same way as for their own services.

(6) Any correspondence with regard to the contract execution (prices/conditions) is to be conducted without purchasing department. Our order number and material number, contact partner and the date of the order/assignment must be stated in all written documentation of the supplier.

### § 3 DELIVERY, PERFORMANCE, DEFAULT, CONTRACTUAL PENALTY

(1) The agreed dates for delivery and services are binding. Goods receipt for purchase contracts and/or the provision of services for service contracts and the successful performance of work at our site or at an agreed delivery or place of performance are included for compliance.

(2) The supplier is obligated to notify our company in writing and without delay - and orally in advance - if circumstances arise, or such circumstances become recognisable, which would result in the supplier not being able to comply with the agreed dates for delivery or services. This also applies if the supplier is not responsible for the delivery or service delays. If this obligation is violated, our company is entitled to claim compensation from the supplier for the resulting damage. In the case of a delivery or service delay, the supplier shall notify our company in writing and detail the reason for the delay and the corrective measures that the supplier has introduced and planned.

(3) If a delivery is made earlier than agreed upon, we reserve the right to return it at the supplier's expense. If the early delivery is not returned, the goods shall be stored at the supplier's expense and risk until the delivery date.

(4) We shall only accept partial deliveries or services after express written agreement. If partial deliveries are agreed upon, the remaining amount must be itemised. In the absence of any written agreement to the contrary, a calculation of partial deliveries or services is not permitted.

(5) In the case of a delivery or service delay, we shall be entitled to statutory claims. We are especially entitled to demand compensation instead of the performance and to cancel the contract - even for the part that was not fulfilled - after the ineffectual expiry of an appropriate period. If we claim damages, the supplier is entitled to demonstrate that he is not responsible for the violation of duty. The aforementioned grace period is not required if a fixed date is agreed upon with the supplier.

(6) In the case of a delivery or service delay, we are entitled to demand a contractual penalty amounting to 0.5 % of the net delivery value for goods deliveries or 0.5 % of the agreed net remuneration per day of delay but not more than a total of 5 % of the net delivery value/net remuneration; other legal claims, in particular claims for damages taking into account the contractual penalty as well as the following laws stated, remain reserved.

The contractual penalty is only deemed to be forfeited if the supplier demonstrates that no damage or a significantly lower damage has arisen; in the latter case, we may demand the replacement of the damage actually caused.

(7) During the deferral period, we can acquire goods or services from other sources, at our option, and reduce the orders from the supplier by the amount of goods or services acquired without liability or instruct the supplier to procure the missing goods or services from third party sources for our company at the price agreed with the supplier.

(8) The acceptance of a delayed delivery or service shall not entail the waiver of claims for damages and the contractual penalty. The proviso of a contractual penalty forfeited on account of delayed delivery shall be considered as being on time if we deduct the forfeited amount from the next invoice due.

(9) Subject to other proof, the values ascertained by our company in the process of incoming goods inspection are definitive for the number of items, weights and measures.

#### § 4 SHIPPING REGULATIONS, DELIVERY DATES

(1) Delivery items shall be packed in an appropriate and environmentally friendly manner, delivered in containers and by means of transport that are suitable. Our delivery regulations must be observed. Additional regulations of the German Ordinance on Hazardous substances that are to be complied with apply.

(2) A delivery note must be included with each delivery. The delivery note and all delivery documents shall include the date of dispatch, our order number and material number of the delivery item; should the supplier fail to do so, we shall not be responsible for delays in processing; Any costs arising from non-compliance with the above provisions shall be compensated to us by the supplier.

(3) The delivery deadline or the delivery date stated by us in the order is binding for the supplier.

(4) The delivery of the ordered goods is generally a "free delivery" - if not agreed upon otherwise - and takes place at the risk of the supplier up to the time of complete delivery to the contractually agreed receiving location or point of use.

(5) The transportation/shipping must comply with the regulations of tariff, transport and packaging of the postal service, railways, road transport, shipping, air transport, etc. In particular any customs and hazardous goods regulations must be observed. If our company has not expressly stated specific shipping instructions, the most economical transportation options must be chosen.

(6) If subcontractors are engaged, they shall be specified to the supplier and his client in correspondence and shipping documents indicating the above-mentioned order information.

## § 5 PRODUCT LABELS

The delivered goods are to be labelled according to any existing legal regulations and EC/EU guidelines. The supplier is obligated before delivery to forward all necessary product information in the latest form relating in particular to composition and durability in good time, e.g. safety data sheets, processing information, labelling regulations, assembly instructions, occupational safety measures and specifications, etc.

## § 6 PROOF OF PERFORMANCE AND ACCEPTANCE

- (1) Any contractually specified proof of performance and acceptance shall be effected free of charge for us and documented by both parties in writing
- (2) Fictitious acceptance shall be excluded.
- (3) Formal acceptance in terms of clause 6.1 must also take place for contracts for work and materials as a prerequisite for payment.

## § 7 PRICES, PAYMENT

- (1) Unless agreed otherwise, the agreed prices are fixed prices with free delivery and include all costs for packaging, transport to the specified destination and place of use and sending point for customs clearance and customs duties. Returning the packaging shall be subject to special agreement.
- (2) The applicable value-added tax is not included in the price. Value-added tax valid on the date of invoicing shall be shown separately on the invoices. Price increases require our written approval. Order data must be specified on the invoice. Invoices must be sent separately after delivery to the invoice address stated on the order/contract.
- (3) Payment and also the means of payment shall be made at our option as follows:
  - (a) Unless agreed otherwise, invoices shall be paid by us within 60 days net. The payment period shall start from the delivery of goods at their destination (shipping address) or the acceptance of the service or work and receipt of invoice at the invoice address stated on the order/contract.
  - (b) If we pay within 21 days after receipt of goods and invoice, we are entitled to deduct 3% discount.
- (4) All payment periods do not begin before the complete delivery or complete execution of the service as well as our receiving an invoice including the contractual value added tax and the order number as well as the tax number of the supplier.
- (5) We reserve the right to choose the method of payment. In the case of payment by bank transfer, the payment obligation is not fulfilled until the transfer order has been passed on to our bank.

(6) In the case of acceptance of early deliveries or services, the due date will be based on the original agreed date of delivery or service. Payments are not regarded as a waiver of complaints about defects or an admission of proper fulfilment of the contract

(7) If the delivery or service is incomplete or faulty, we are entitled to withhold payment wholly or in proportion to the value until correct fulfilment has taken place. The supplier shall not have the right to withhold any payment or to offset any payment against any claims it may have against our company, unless such claims have been acknowledged by us or are legally valid or the counter-claim is based on breach of major contractual obligations (see clause 20.1).

(8) The supplier shall not object to our determination of the claim to be settled in the event of several co-existing claims.

## § 8 FORCE MAJEURE

Force majeure, industrial disputes, stoppages for which we are not responsible, civil commotions official measures or other comparable events beyond our control entitle us - without prejudice to our other rights - to withdraw from the contract in full or in part, insofar as if this circumstance lasts for a significant period and reduces our demand.

## § 9 RETENTION OF TITLE

(1) If the general terms and conditions of business of the supplier only provide delivery under the retention of title, a simple retention of title is deemed to be agreed. In this case, the supplier authorises us to further process and sell the goods within the course of orderly business practices. In turn, we shall assign our claims against the customer or third parties amounting to the purchase price including value added tax to the supplier. We remain authorised to collect claims during the regular course of business even after assignment until revoked in writing. The supplier is obligated to refrain from collecting claims for as long as we fulfil our payment obligations vis-à-vis the supplier. The supplier is only authorised to disclose the assignment for important reasons.

(2) An extended retention of title will not be recognised by us.

(3) We retain the ownership on tools. The supplier is obligated to only use these tools for the manufacture of goods ordered by ourselves.

(4) The supplier is obliged to insure the tools belonging to us at the reinstatement value at its own expense against fire, water and theft.

(5) At the same time, the supplier already now assigns all claims for compensation from this insurance to us; we hereby accept such assignment.

(6) The supplier is obligated to have any required maintenance work and inspections for our tools as well as all repair and service work done in due time at his own expense. The supplier must notify us immediately of any faults. If he culpably fails to do so, any damage claims remain unaffected.

(7) Insofar as the security pursuant to sec. (1) exceeds the purchase price of all the unpaid items under our retention of title by more than 20%, we shall be obliged to release security at our discretion when requested by the supplier.

## § 10 INSPECTION OF DEFECTS, DEFECT LIABILITY

(1) Unless a different regulation is agreed, we are obligated to check the goods in terms of § 377 HGB within a reasonable period for any variations in quantity and quality. Complaints shall be deemed timely if received by the supplier within fourteen work days, calculated from the complete receipt of goods for recognisable defects or from the discovery of a defect for hidden defects.

(2) If a specific quality assurance agreement has been concluded between the supplier and our company that stipulates an outgoing goods inspection at the supplier's, obligatory inspection of delivered goods is confined to damage in transit, identity and quantity checking.

(3) We shall be entitled to the statutory defect claims without restriction. In any case, we are entitled at our discretion to demand the removal of defects or delivery of a new product from the supplier for purchase or work contracts if defects are found. The right to claim damages, in particular for damages instead of performance, remains explicitly reserved.

(4) If costs arise due to a violation of duty of the supplier as a result of the delivery of defective goods - particularly costs for transport, road, work and/or materials, or costs for a required incoming goods inspection beyond the usual scope - these costs are to be refunded by the supplier.

(5) In the case of a return shipment of defective goods, the supplier bears the risk of loss and depreciation of the goods.

(6) The limitation period for violation of duty due to poor performance is 36 months from the transfer of risk or 30 years for defects of title.

(7) Apart from cases of suspension of the limitation period provided for in law, the limitation period for claims and rights relating to violation of duty due to poor performance is suspended even during the time period between notice of defect and completion of rectification.

## § 11 WARRANTIES OF THE SUPPLIER, REACH, PROCESSING FOR VIOLATIONS OF DUTY DUE TO POOR PERFORMANCE

(1) The supplier shall guarantee that all deliveries/services comply with the state of the art, relevant national and European legal provisions as well as the regulations and guidelines of authorities, professional associations and trade associations from Germany. The supplier shall also guarantee environmental compatibility of the delivered goods and packaging materials. If any deviations to these regulations are required in individual cases, the supplier must obtain our written approval. The remaining obligations arising from purchase or work contracts including any guarantees for the properties of a given item or service are not affected by this approval.

(2) In particular, the supplier is obligated to comply with the regulations and measures resulting from regulation EC No. 1907/2006 from 18 December 2006 (REACH Regulation) for all substances, preparations and products (goods) delivered to us. If the supplier violates the duties from the REACH Regulation incumbent upon him, we are entitled to rescind the contract as the delivered goods of the supplier do not or no longer comply with the requirements of the REACH Regulation.

(3) Technical work equipment in terms of the EC Machinery Directive must be provided with the CE label. Mandatory documentation, an EC declaration of conformity and the operating instructions in German are included in the scope of delivery.

(4) If the delivered goods or the work owed or the service provided do not comply with an assumed warranty or due feature, the supplier shall be liable for all damage resulting from this including consequential damage.

(5) We are entitled to require the supplier to submit without charge certificates of origin and composition relating to the delivered goods

(6) If the delivered items indicate any material defects during the warranty period, the supplier can initially rectify the fault within a reasonable period, if this is acceptable for us, whereby we have the right to choose the type of rectification. The supplier is entitled to refuse the type of rectification selected by our company under the requirements of § 439 Sec. 2 BGB.

(7) Claims by us for damages or reimbursement of futile expenses remain unaffected. The supplier bears all costs required for rectification, replacement delivery or repairs (personnel/material expenses/transport/required recall, etc.).

(8) We are entitled - without eliminating the obligation of the supplier - to rectify the defect ourselves at the expense of the supplier if there is a risk of delay or there is special urgency and rectification does not exceed a cost of more than 5% of the net delivery price of the defective goods or if there is an immediate threat of high damages in relation to the delivery price.

(9) With respect to legal violations, the supplier also releases us from any third-party claims that may arise.

(10) In case we take back any products manufactured and/or sold by us as a result of the deficiencies of goods delivered by the supplier, or if our sales price was reduced because of said deficiencies, or other claims have been raised against us because of said deficiencies, we shall reserve the right to recourse against the supplier and for our claims for defects whereby no other period needs to be set.

(11) Notwithstanding the existing provision, the limitation period for violations of duty due to poor performance in the form of material defects comes into effect at the earliest two months after the time when we have performed the claims directed against our customer due to the defect but at the latest five years after delivery by the supplier.

## § 12 EXPORT CONTROLS AND FOREIGN TRADE DATA

(1) The supplier is aware that the export of certain goods by us may be subject to a permit requirement, e.g. due to their type or their purpose of use or end use. The supplier must therefore comply with the relevant requirements of national and international export, customs and foreign trade legislation for all goods delivered abroad and obtain the required export licenses unless, pursuant to the applicable foreign trade legislation, our company or a third party, not the supplier, is obligated to apply for an export license.

(2) The supplier shall notify us in writing as soon as possible, but at the latest one (1) month before the planned delivery or provision of services, of all information and data that we require to comply with the applicable foreign trade legislation for imports and exports as well as in the case of further sale when re-exporting the goods. In particular, the supplier shall notify us of the following information for every individual item/service:

- (a) the Export Control Classifications Number pursuant to the U.S. Commerce Control List (ECCN), insofar as the goods are subject to U.S. Export Administration Regulations
- (b) all applicable export list numbers, the statistical goods number pursuant to the latest merchandise classification of the foreign trade statistics and the HS (Harmonized System) code
- (c) the country of origin (non-preferential origin)
- (d) whether the delivered goods are generally suitable for defence, nuclear technology or armaments use (Dual-Use Regulation)
- (e) if demanded by us, the export control and foreign trade data, i.e. the supplier's declarations concerning the preferential origin (for European suppliers) or the certificates for preferences (for non-European suppliers).

(3) In the case of changes to the origin or properties of the goods or services or the applicable foreign trade legislation, the supplier shall update and notify us in writing of the export control and foreign trade data as early as possible, but at the latest 21 days before the delivery date.

(4) The supplier shall bear verifiable costs and claims for damage (including internal processing and administration costs) that are incurred by us due to the lack or inaccuracy of export control and foreign trade data. The supplier is therefore obligated to indemnify our company from all damages that arise due to the culpable violation of the above duties pursuant to 12.1 to 12.3. The scope of the damages to be indemnified shall also include reimbursement of all necessary and reasonable expenses incurred by us, particularly the costs and expenditures of any legal defence as well as any fines imposed by the authorities



## § 13 PRODUCT LIABILITY, INDEMNITY, THIRD-PARTY LIABILITY INSURANCE

(1) If together with our company, the supplier is responsible for product damage vis-à-vis a third party, and a written agreement does not state otherwise, the supplier is obligated to indemnify us from all claims for damages from third parties if the cause lies with the sphere of control and organisation of the supplier. The supplier's liability to pay compensation covers both compensation payments to third parties and expenditure on reasonable legal defence, recall, inspection costs, exchange costs as well as reasonable administration costs and other expenditures incurred by us for claims settlement.

(2) As part of his liability for claims in terms of 13.1, the supplier is also obligated to refund any expenditures pursuant to §§ 683, 670 BGB as well as §§ 830, 840, 426 BGB that arise due to or in connection with a recall carried out by our company. In particular this applies to any recalls as part of the Product Safety Law. If possible and reasonable, we shall inform the supplier of the content and scope of the recall measures to be implemented and give the supplier the opportunity to comment. Other legal claims will remain unaffected.

(3) The supplier must maintain liability insurance with terms customary to the industry - minimum coverage of 10 million EURO per damaging event - for the duration of the contract including the guarantee and limitation period. The supplier must prove this to us on request. Lower amounts covered must be coordinated with us on a case-by-case basis.

## § 14 ENTERING AND DRIVING ON THE PLANT GROUNDS

The directions given by our specialist personnel and/or plant security must be followed when entering and driving on our plant grounds. Entering or driving on our plant grounds must be announced in due times. The regulations of the German Road Traffic Regulations (StVO) and Road Traffic Licensing Act (StVZO) must be complied with.

## § 15 WASTE DISPOSAL

If waste is formed in terms of waste legislation during deliveries/services, the supplier must process and/or eliminate waste at his expense according to the regulations of waste legislation - subject to agreements to the contrary. Ownership, risk, and the responsibility under waste management law will pass to the supplier at the time when waste is formed.

## § 16 PROPERTY RIGHTS OF THIRD PARTIES

(1) The supplier guarantees that the rights of third parties are not violated in connection with his delivery.

(2) In the event that we are claimed against by a third party on account of a violation of property rights, the supplier is be obligated to indemnify us from these claims upon initial written request.

(3) We are not entitled to make any agreements with the third party - without approval from the supplier - or to agree on a settlement, in particular.

(4) The suppliers duty of indemnification relates to all expenses which accrue to us as a result of or in connection with the third party claim, especially the costs of legal defence and administrative costs, as well as all costs incurred in obtaining the necessary replacement.

(5) If the sale and/or use of the delivery item or work result is prohibited for us or through us, the supplier must either provide the right of use at his expense and at our discretion or change the delivery item or work result at his expense in coordination with us so that the violated property right is not affected.

(6) The limitation period is 10 years, starting from the conclusion of contract for the claims stated in clause 16.1 to 16.4.

## § 17 DOCUMENTS AND NON-DISCLOSURE, KNOW-HOW PROTECTION

(1) All business or technical information and data of any kind provided by us, including features that are to be gathered from the objects, documents or data, and other knowledge or experience referred to as "information" in the following are, as far as it is not demonstrably public knowledge, to be kept in confidence from third parties and may be made available in the supplier's business only to such persons who necessarily must be consulted on the use of this information and are also committed to maintaining confidentiality in writing. The information remains our exclusive property.

(2) Such information may not be duplicated or commercially used without our prior written consent - except for deliveries or services to us.

(3) The above confidentiality and usage agreement also applies after the end of the supply relationship until the legal disclosure of the respective information or feature.

(4) Upon request, all information and data originating from us (including copies and drawings made) and objects entrusted by way of a loan are to be returned to us completely and without delay or are to be destroyed and their destruction is to be confirmed in writing.

(5) We reserve all rights for such information and data (including copyright and the right to register intellectual property rights such as patents, utility models, trademark protection, etc.). If these are not provided to us by third parties, this reservation of right also applies for the benefit of these third parties.

(6) Products manufactured in accordance with documents drawn up by us or our confidential information may not be manufactured in accordance with documents drawn up by us or our confidential information may not be used by the supplier itself or offered or supplied to third parties unless the information given by us is lawfully public or the state of the art.

(7) Drawings, drafts, etc. prepared by the supplier according to our special specifications shall become our property without additional charge. Contrary declarations of the supplier, e.g. concerning the documents handed over to us, are not binding.

## § 18 SAFETY REGULATIONS

(1) The supplier shall comply with the applicable safety regulations and the state of the art and the additionally agreed parameters and limit values for his deliveries or services.

(2) The supplier is obligated to exclusively use materials that comply with the applicable legal safety rules and safety regulations. The same applies for environmental regulations. This obligation shall cover all regulations that are applicable in Europe including the country of production and - if different - also the regulations of the buyer country notified to the supplier in our order.

(3) If we intend to supply a new foreign market with the subject-matter of the contract, we shall inform the supplier without delay. The supplier shall inform us of any stricter quality and/or production standards that apply there. If the supplier does not state within one month whether it knows the new quality and/or production standards and can meet them, then it is deemed agreed that the supplier knows and shall meet the quality and/or production standards applicable there.

(4) If the goods of the supplier do not comply with the requirements listed in clause 18.1 to 18.3, we shall be entitled to rescind the contract. Any additional claims for damages remain unaffected.

(5) Intended changes to the object of delivery or service shall be reported to us in writing. These require our prior written approval.

## § 19 AUDITING

We are entitled to audit the supplier ourselves or through an expert of our choice. This covers an inspection of the operation and the quality assurance system of the supplier and a subsequent assessment. We shall use the data obtained through this audit as a basis for future order placements and for the internal rating of the operation.

## § 20 LIABILITY, EXEMPTION AND LIMITATION OF LIABILITY

(1) According to legal provisions, we shall be liable for some violations of duty that are intentional or due to gross negligence as well as violations of duty that are intentional or due to gross negligence by our legal representatives or vicarious agents. We also accept liability according to legal provisions for the violation of essential contractual obligations for any culpability and in the event of impossibility for which we are accountable as well as in the event of loss of life, physical injury and damage to health for any culpability also through legal representatives or vicarious agents as well in special cases of mandatory legal liability. "Essential contractual obligations" are obligations that protect the legal position of the supplier, which the contract is meant to grant according to its content and purpose; furthermore, such contractual obligations the fulfilment of which is subject to the proper execution of a contract and the observance of which the supplier relies on and may rely on regularly.

(2) In cases other than those in clause 20.1, we also accept liability according to legal provisions due to culpable violation of duty - irrespective of the legal nature of the asserted claim - for all damage claims directed at us resulting from this contractual relationship, but not in the case of slight negligence.

(3) We are only liable for typical and foreseeable damages in the event of the aforementioned liability according to clause 20.2 and liability without culpability, particularly with an initial impossibility or defects in title and also for a violation of a significant contractual duty if we, our managers or vicarious agents are accused of malicious intent or a major breach of contract.

(4) Further liability for claims for damages beyond that provided in the above clauses - regardless of the legal nature of the asserted claim - is excluded. This applies in particular for claims for damages arising from culpability for the conclusion of the contract, due to other violations of duty or due to tortious claims for compensation for material damage pursuant to § 823 BGB.

(5) The exclusion and limitations of liability pursuant to the above clauses 20.1 and 20.4 apply to the same extent for senior and non-senior employees and other vicarious agents as well as our subcontractors.

(6) Claims for damages by the supplier resulting from this contractual relationship can only be made within a preclusive period of one year from the start of the legal limitation period. This does not apply if our company is accused of gross negligence or deliberate intent.

(7) A reversal of the burden of proof is not associated with the aforementioned provisions.

## § 21 INCOTERMS

If our order contains a clause listed in INCOTERMS, the INCOTERMS in the relevant newest version apply unless something else has been listed in our order confirmation.

## § 22 SPARE PARTS

(1) The supplier is obliged to keep spare parts for the products delivered to us for a period of at least 20 years after delivery.

(2) Should the supplier intend to stop production of spare parts for the products delivered to us, he is to inform us immediately of this decision. This decision must be reported at least eight months before discontinuation - subject to section 1.

## § 23 PLACE OF JURISDICTION, APPLICABLE LAW, FINAL PROVISIONS

(1) The place of jurisdiction is the headquarters of our company unless a different place of jurisdiction has been statutorily or compulsorily stipulated. However, we are entitled to bring action against the supplier also at the court of his place of residence.

(2) Any contractual relationships between suppliers and us shall exclusively be subject to German Law excluding the UN sales law. These regulations also apply if the supplier is a foreigner or based abroad.

(3) Assignments of the supplier outside of the application area of § 354 a HGB are excluded; any exceptions require our written consent to become effective.

(4) The place of performance is generally the location of the goods stated by us in writing, otherwise the headquarters of our company. The place of performance for payments to us is the headquarters of our company.

(5) If individual parts of these conditions of purchase are legally invalid, the validity of the remaining conditions shall not be affected.

**NOTE: In accordance with the provisions of the German Federal Data Protection Act, we would like to point out that we use an IT facility and in this context we also save data based on the business relationship with the supplier.**