

GENERAL CONDITIONS OF PURCHASE
AKK Industrieservice & Handels GmbH
Version January 2021

§ 1 General scope; Exclusivity

1. These Terms and Conditions of Purchase (GTCP) of **AKK Industrieservice & Handels GmbH** (AKK/we/us) shall exclusively apply; we do not recognise any general terms and conditions of purchase of Suppliers and/or contractual partners which conflict with or deviate from our GTCP, in particular in the form of general terms and conditions of delivery and sale, unless we have expressly agreed to them; otherwise they shall not apply. Our Terms and Conditions of Purchase shall also apply exclusively in the case that we accept the Supplier's delivery and/or service without the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
2. Upon first delivery or performance by the Supplier on the basis of these terms and conditions of purchase, these terms and conditions of purchase shall also apply to all further deliveries by the Supplier to us. In the following, other contracting partners providing performance shall also be referred to uniformly as "Supplier".
3. If framework agreements or individual contracts have been concluded between us and the Supplier, these shall take precedence over the GTCP. These shall be supplemented by these Terms and Conditions of Purchase unless more specific provisions are made therein. This shall also apply to framework agreements concluded by us with the Supplier.
4. All agreements made between us and the Supplier for the purpose of concluding and executing a contract must be recorded in the contract in writing or text form. § 305b of the German Civil Code (*priority of individual agreements*) shall remain unaffected for individual agreements of any form.
5. Our Terms and Conditions of Purchase shall apply exclusively to companies pursuant to § 14 of the German Civil Code (GCC), i.e. to such natural or legal persons or partnerships with legal capacity who, at the time of conclusion of the contract, are acting in the exercise of their commercial or independent professional activity.
6. Only the German version of the General Terms and Conditions of Purchase shall be binding. Should the English translation or a translation in another language differ in content from the German version, the German version of these GTCP shall prevail.

§ 2 Transmitted data, illustrations, formulas, recipes, drawings, calculations; photographs; tools; moulds, cylinders; print templates

1. We reserve the exclusive ownership and copyright to illustrations, formulas, recipes/manufacturing or usage instructions, samples, specimens, drawings, layouts, calculations and other documents and data on our part; they may not be made accessible to third parties by the Supplier without our express consent. Furthermore, they are to be used exclusively for the processing of our order and/or for the processing of the contractual relationship entered into with us and to be returned to us, including all copies, after completion of the processing of the order and, in the case of continuing obligations, upon their termination without being requested to do so, or to be destroyed upon our request. The Supplier shall keep these secret from third parties, unless the Supplier is under an official or statutory obligation to disclose them. If these illustrations, formulae, drawings, calculations and other documents are embodied in data, these must be completely deleted by means of overwriting them at any time at our request and the deletion must be confirmed to us by the Supplier in writing or in text form and without delay.
2. Products manufactured in accordance with documents and/or recipes and/or data (e.g. drawings, samples, specimens or models and the like) designed by us and/or our vicarious agents or in accordance with information provided by them and marked or designated as confidential, or with such features and/or properties of a product not known to the public or their tools or replicated tools by the Supplier or its vicarious agents may neither be used by the Supplier itself outside the scope of our order nor offered or supplied to third parties. The Supplier shall also agree to this at the expense of his employed vicarious agents and in our favour as a genuine contract in favour of third parties, and shall prove this to us at our first request.

3. The Supplier shall be prohibited from taking photographs on our factory premises.
4. Tools, moulds, cylinders, printing templates, technical drawings or the like which are produced on our behalf by or through the Supplier shall become our property at the time of completion. They are to be designated by the Supplier as our property, to be stored free of charge, insured and to be separately maintained and repaired as is customary in the trade. In the absence of an express agreement to the contrary, we shall not bear the costs for tools, cylinders, templates and similar for existing items/size units. Our property may only be used to produce for us.
5. Our property is to be surrendered by the Supplier to us at any time upon our request.
6. Insofar as manufacturing costs relating to the property items have not yet been settled (amortisation), surrender shall take place concurrently against settlement of the outstanding residual claim. Tools, templates, printing plates, cylinders and similar items may only be destroyed following prior consultation with us.

§ 3 Supplier's offers / travel expenses / highly personal performance

1. Offers of the Supplier shall be made in writing or in text form. They are non-binding and free of charge for us. All costs shall be specified in the tender. Estimated prices (e.g. travel expenses) shall be specified separately and, as far as possible, accompanied with daily rates. We do not accept surcharges such as service fees, agency commissions, handling fees, charges, etc. Expenses of this kind are to be explicitly reflected as cost items in the offer. All prices specified in offers of the Supplier shall be fixed prices, in the case of continuing obligations for the entire term of the contract.
2. Unless otherwise contractually agreed, the Supplier shall be reimbursed for travel expenses in accordance with the following provisions and upon receipt: Car 0,30/KM, train 2nd Class, in case of flights, the cheapest option is to be chosen. In the case of overnight accommodation at our locations, hotels which are bound by framework agreements on our part are to be used. In case of rental cars, existing contracts of ours are also to be taken into account.
3. Offers from the Supplier must describe the delivery item/service in full and list all additional products and/or services necessary for the safe and economically efficient use of the delivery item/service by us in full and include them in the Supplier's offer.
4. Goods or components of goods and/or services or components of services which are not listed in the Supplier's offer, but which are indispensable for safe operation or appropriate use of the goods and/or services in accordance with the agreed properties shall, unless otherwise agreed, be deemed to be part of the object of delivery and/or service and to be owed by the Supplier together with the same.
5. Upon delivery, customary material certificates and proofs of origin are to be presented by the Supplier in German.
6. The Supplier shall expressly draw attention in writing or in text form to any hazards in the use of the delivery item and any environmental hazards resulting therefrom or the possible infringement of the rights of third parties which are or may be associated with the delivered goods or the provision of the agreed service, as well as to any need for special treatment of the delivery item (in particular in case of storage or further processing) with its offer and, in the event of new knowledge on the part of the Supplier after the offer has been made, immediately after becoming aware of this.
7. Unless otherwise agreed, the Supplier shall owe the performance as a "highly personal" performance, i.e., in the case of legal entities, exclusively with its own employees.

§ 4 Orders; declaration of acceptance, conclusion of contract, order processing

1. In order to enable us to execute the contract in an orderly manner, only orders placed by us in writing and in text form with our sender identification shall be valid. If framework agreements exist with the Supplier, orders can also be placed via data exchange (EDI) or electronically.

Amendments and additions to our order must be made in writing or text form. This shall also apply to the waiver of the written form

agreement itself, whereby the priority of the individual agreement pursuant to § 305b GCC for individual agreements of any form shall remain unaffected. Silence on our part in response to offers, requests or other declarations by the Supplier shall only be deemed to constitute consent if this has been expressly agreed. The content of the order shall be exclusively decisive for the order.

2. The Supplier shall be obliged to state our order number and/or the orderer precisely, as well as our vendor number and goods number as well as the HS goods code on all shipping documents and delivery notes. Should the Supplier fail to do so, we shall not be responsible for delays in processing and payment.

The Supplier shall be obliged to confirm the order in writing or in text form within 5 working days (at its registered office) of receipt of the order, or within 3 working days at the Supplier's registered office if the order is placed by us on an electronic ordering platform of the Supplier, whereby the receipt of the confirmation by us shall be decisive. After expiry of this period, we shall be entitled to revoke our order in the absence of any other agreement. Claims of the Supplier based on a therefore effected and effective revocation, shall thus be excluded.

3. We request a single copy of the order confirmation. The Supplier shall be obliged to state our order number and/or the orderer precisely, our creditor number and goods number on the order confirmation along with all shipping documents and delivery notes. If the Supplier fails to do any of the above, we shall not be responsible for delays in processing and payment.
4. In the absence of any agreement to the contrary and subject to proof to the contrary, official values, or in the absence of such values, values determined by us following receipt of the goods shall be authoritative for quantities, weights and measures as well as delivery quantities. For all consignments, the weights and number of pieces shall be stated in the accompanying documents, insofar as this is customary in the trade or has been agreed with us, or the remuneration is calculated according to weight or item.
5. Insofar as our order or the documents or data on which an order is based contains obvious errors, mistakes, clerical errors and miscalculations or errors recognised by the Supplier, we shall not be bound in this respect. In such cases, the Supplier shall rather be obliged to inform us of the relevant errors in writing or in text form without delay so that we are able to correct and renew our order. Should recognisably required documents not have been sent along with the order, this obligation shall apply accordingly.

The Supplier shall also expressly inform us in writing or in text form, along with the order confirmation, if the delivery items are dual-use goods, i.e. goods with a dual purpose; items, technologies and knowledge that generally serve civilian purposes but can also be used for military purposes and are subject to the EU Dual-Use Regulation.

6. The Supplier shall agree, at our request, to grant authorities and professional associations responsible for quality and environmental management, the prevention of health hazards or the approval of our products and/or services, production safety and social security matters at our registered office, at the place of delivery and/or performance and/or at the Supplier's registered office access to its production facilities and to provide us with all technical, economic or logistical support that is reasonable for the Supplier in this context, economically or logistically reasonable for the Supplier in this connection, should the authorities examine one of the products or substances delivered to us by the Supplier and/or one of the services rendered to us by the Supplier or should they make representations due to alleged infringements of the law by such products and/or services in which the Supplier has participated with a supply or subcontractor services or has thereby made the production or our service possible. We also undertake to perform the same for the benefit of the Supplier.
7. Should the Supplier only accept our order with deviations, he must clearly highlight these deviations in his order confirmation.
8. The Supplier shall also notify us in writing or in text form of any changes to contractual terms or order details and/or order conditions.

The Supplier shall notify us immediately in writing or in text form of any changes/extensions to the scope of the contract whose necessity only becomes apparent during the performance of the contract. Amendments/supplements shall only become legally effective with our written consent. The priority of the individual agreement in accordance with § 305b GCC in any form remains unaffected.

9. In the absence of any other agreement, the Supplier shall be obliged, when commissioning assembly, repair or construction services, to sufficiently inform himself of the local conditions relevant to the service to be rendered by inspecting the plans available to us regarding the type of execution and scope of the service as well as by inspecting the construction site and/or the assembly site or the site of other services to be rendered by the Supplier at the place of performance and, if necessary, by questioning us before rendering the service.
10. The Supplier shall provide us with complete information on the documents to be provided by us in writing or in text form in good time prior to the performance of the service and request them from us in writing or in text form.
11. Insofar as the Supplier has to provide us with material samples, test protocols, quality documents or other documents in accordance with the contract or as a secondary obligation, the completeness of the delivery and/or service also presupposes the complete acceptance of these samples, protocols and documents in German or English. Complete acceptance to us shall be a prerequisite for the term of the remuneration to be paid by us.
12. Insofar as waste arises in the course of the Supplier's performance of the contract, the Supplier shall remove and dispose of such waste himself, in the absence of any other agreement, at its own expense in accordance with the relevant provisions of waste legislation. Ownership, risk and responsibility under waste law shall pass to the Supplier at the time the waste is generated.
13. We shall be entitled to withdraw from the contract in the event of the following alternative circumstances and, in the case of a continuing obligation concluded with the Supplier, to terminate the contract without notice for exceptional reasons if
 - (i) the Supplier, in the case of a quote price with a unilateral price increase option, increases the price for the goods sold or service to be provided by it, and/or
 - (ii) the Supplier applies for insolvency or ceases its payments, or an application for the opening of insolvency proceedings against the assets of the Supplier is rejected due to lack of assets, if in the aforementioned cases at the time of the withdrawal the Supplier culpably breaches an obligation under the contract concluded with us or we cannot reasonably be expected to adhere to the contract.

In the aforementioned cases, the Supplier shall not be entitled to any claims against us due to our withdrawal or termination, in particular for damages or reimbursement of expenses.

§ 5

Prices, payment, invoice, assignment, set-off, retention, packaging, waste disposal

1. In the absence of an express agreement to the contrary, agreed prices shall be fixed prices and shall, unless otherwise agreed in writing, include all costs for packaging, transport to the agreed place of receipt or point of delivery (delivery DDP - Incoterms 2020), and for customs formalities and customs. In the absence of any other express agreement, the place of delivery shall be our registered office. Additional quantities shall not be remunerated. Short quantities are to be credited to us immediately.

In the case of orders with price reservation on the part of the Supplier, we shall be entitled to withdraw from the contract and, in the case of continuing obligations, to terminate the contract without notice if the price stated in the confirmation does not meet with our approval.
2. In the absence of any other agreement with the Supplier, all payments shall be made by bank transfer in Euros after complete and faultless delivery of the goods and acceptance of the documentation owed. Insofar as customer bills of exchange or promissory notes are used for payment in kind, we shall bear the bill tax and the discount in an amount to be agreed.
3. The applicable value added tax shall be included in the price unless it is expressly designated and agreed as a net price.

4. We ask for your understanding that we can only process these invoices if these, in accordance with the specifications in our order, contain the order number and/or the orderer's details and are verifiable and state the VAT number. If this information is missing, we shall not be responsible for delays in processing and payment.

The Supplier shall send invoices exclusively by email (in PDF format) to the central incoming account info@akk-service.de. The invoice must not accompany the consignment.

5. Unless otherwise agreed in writing, we shall settle invoices received by us
 - within 14 calendar days, calculated from receipt of the invoice, with a 3% discount,
 - within 21 calendar days, calculated from receipt of the invoice, with a 2% discount,
 - within 30 calendar days of receipt of the invoice, net.Discount deductions shall also be permissible if we make use of a right of set-off.
6. Payments on our part shall not be deemed to constitute acceptance or waiver of any defect rights and shall not constitute any acknowledgement of performance in accordance with the contract.
7. In the event of acceptance of premature delivery and/or performance, the term for payment shall be based on the originally agreed delivery date, unless otherwise agreed.
8. In the event of incomplete or defective delivery and/or performance, we shall be entitled to withhold payment in full or in proportion to the value of the defect-free and defective part of the delivery/service until proper performance.
9. If advance payments have been agreed, these shall not be due until the Supplier has provided us with a directly enforceable guarantee from a German credit institution or savings bank affiliated with the Deposit Protection Fund to secure the advance payment.
10. The Supplier shall only be entitled to rights of retention and set-off against claims of ours for such claims which have been recognised by us or which have been legally established. Offsetting shall also be permissible if the counterclaim put forward for offsetting is in mutual exchange (i.e. in the reciprocal relationship of two performances in the contract concluded with us) with our claim.
11. The assignment of existing claims against us by the Supplier shall require our prior consent, unless these are monetary claims in commercial transactions (§ 354a HGB)
12. The Supplier shall pack the items/substances to be delivered exclusively in environmentally friendly packaging material and/or environmentally friendly containers in such a way that transport and/or storage damage is prevented during normal handling. The packaging of the respective delivery items shall be included in the price, unless we have expressly agreed otherwise with the Supplier. Any waste produced by the Supplier during delivery or assembly must be disposed of free of charge.
13. If, by way of exception, other agreements have been made between the Supplier and us, the Supplier shall charge the packaging at cost price. In this case, the Supplier shall choose the packaging specified by us and request us to make this choice in text form in good time. If this packaging chosen by us is not suitable for the safe and appropriate packaging of the delivery item, the Supplier shall inform us of this immediately in writing or in text form.
14. If the packaging used for shipping the goods is invoiced separately on the basis of an agreement, we shall be free to make it available again in a usable condition, carriage paid, against a credit note of at least 2/3 of the net price invoiced for it, unless we have expressly agreed otherwise with the Supplier. The Supplier shall be free to prove that the returned packaging has a significantly lower value (at least 10% lower). In this case, reimbursement shall be adjusted accordingly.
15. In the case of the aforementioned Article 15, we are entitled to send the packaging to the Supplier at the Supplier's expense.

§ 6 Subcontracts

The Supplier shall be entitled to subcontract *if and to the extent that no highly personal performance by him has been agreed*. However, in this case of the Supplier's entitlement to subcontract, we shall be entitled to object to the Supplier placing subcontracts for good cause. In this case, the Supplier shall execute the order itself or through another subcontractor. Good cause shall be deemed to exist in particular if the subcontractor, when viewed objectively, does not offer a guarantee of contractual fulfilment of the contract concluded by us with the Supplier and the activity assumed by the subcontractor in this respect.

The Supplier must inform us of the use of the subcontractor in good time in writing or in text form, stating all relevant details (e.g. company name, address, qualifications, references), so that we can check prior to the planned performance of the service whether there is good cause in the aforementioned sense and can still inform the Supplier of the result of the check with a notice period of 3 calendar days before the planned use.

§ 7 Delivery, delivery time; environmental protection and energy efficiency; right to information

1. The agreed delivery and/or service dates and deadlines must be complied with by the Supplier. In the case of an agreed obligation to deliver, compliance shall be deemed to be the receipt of the goods by us or at the agreed place of delivery. Vehicles can only be unloaded for delivery to us on Mondays to Thursdays between 06.00 and 16.00 and on Fridays between 06.00 and 12.30, deliveries with a weight of more than 1,500 kg only after prior notification in writing or text form 2 working days before receipt at our registered office, unless a special arrangement has been expressly agreed in individual cases. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation. Packaging material may only be delivered after prior stabilisation by telephone one day before delivery from 07 to 11:00.
2. The Supplier shall be obliged to inform us immediately in writing or in text form if circumstances occur or become apparent to him which indicate that the agreed delivery or performance dates cannot be met. This also applies if the Supplier is not responsible for the delays in delivery. In the event of a culpable breach of this obligation, we shall be entitled to compensation from the Supplier for the resulting damage.
3. In the event of earlier delivery or performance than agreed, we reserve the right to return the goods at the Supplier's expense or to refuse performance, or to refuse delivery. If no return has been made in the case of early delivery, the goods shall be stored until the delivery date at the expense and risk of the Supplier.
5. Partial deliveries or services by the Supplier are only permissible after express agreement with us. In the case of agreed partial deliveries, the remaining quantity shall be clearly listed.
6. The Supplier shall only use vehicles that are suitable for ramps. All delivery vehicles must be unloaded at the rear. The Supplier shall refrain from delivery with jumbo trailers, vans, sprinters or technically comparable vehicles.
7. Euro pallets which correspond at least to class B according to the application recommendation of Gütegemeinschaft Paletten e.V. shall be accepted as loading aids. All pallets must be labelled accordingly and must meet the basic conditions of a food processing industry beyond the aforementioned standards. The basic dimensions of the pallet must not be overwritten by the load or by securing measures or labelling. The load on the pallet must be secured with non-dyed, adaptive-free stretch film. The upper pallet edge is to be included in the stretching up to a maximum of 2 cm. The delivery of raw materials as pallet goods, which are not packaging materials, must be made exclusively on food-safe plastic or hygienic pallets.
8. Each pallet is to be provided with two GS 1 transport labels/EAN128 according to current GS1 standard/ specifications. The label should be applied to at least two adjacent sides, one long side and one short side.
9. Protective equipment required for loading and unloading shall be provided by the Supplier. Safety shoes must be worn when loading and unloading trucks and silo vehicles on our factory premises.
10. For hazardous substances, the safety data sheets and must be handed in with the first delivery at the latest.

11. Safety defects in delivery vehicles and in the Supplier's delivery equipment during the delivery process shall always entitle us to refuse acceptance.
12. In addition to optimal logistics planning for the delivery, the Supplier shall also optimally take into account the recycling of products, packaging and contractual assets.
13. Energy consumption and energy efficiency is an important evaluation criterion for the procurement of products and equipment by us. The Supplier shall use the most energy-efficient technology for contractual items, taking into account the contractually agreed requirements as well as economic efficiency and what is technically feasible.

§ 8 Transfer of risk, documents; foreign trade law

1. In the absence of any other agreement with us, delivery shall be made DDP (Incoterms 2020) and shall be at the Supplier's risk until the time of complete delivery and, in the case of services under a contract for work and services, acceptance by us at the contractually agreed place of performance.
2. Within the framework of the commercial relationship, the Supplier shall be obliged to treat each individual order separately in all correspondence. It shall be incumbent on him to state at least the complete order number, order date and the orderer's reference number as well as our transaction number in all documents such as emails, letters, dispatch notes, delivery and packing slips, invoices, consignment notes, accompanying addresses and the like. If an ex-works delivery has been agreed, the freight/customs/loading documents and package shall list must be prepared by the Supplier and sent to us without delay.
3. The aforementioned documents such as invoices, delivery notes and packing slips are to be enclosed in single copy with each consignment and sent to us once by email (info@akk-service.de). The content of these documents shall, at least for the deliveries of goods, include:

Quantities and unit of quantity, gross, net and, if applicable, calculated weight as well as number of the order, article description, HS goods code, remaining quantity in the case of partial deliveries and our order number, as well as our creditor number, the Supplier's order number and our material number.
4. As an essential contractual obligation, the Supplier shall be obliged to provide us with the certificates of origin and quality relating to the delivery items in German or, at our discretion, in English, together with the delivery of the goods. *The remuneration for this is already included in the remuneration for the main service.*
5. In the case of contracts for work and services and such purchase contracts where acceptance of the delivery item is agreed, the transfer of risk shall only occur upon our formal acceptance of the service and/or delivery. Otherwise, the transfer of risk shall occur upon delivery of the delivery item to us or at the agreed place of delivery and performance. Fictitious acceptance shall be excluded.
6. Upon request, the Contractor shall be obliged to prove the country of origin of the goods in accordance with relevant standards by means of long-term/Supplier declarations or corresponding proofs of origin. These are to be made available to us free of charge, stating the reference to the material number. Changes in the origin of the goods must be reported to us immediately in writing or in text form. The Contractor shall be liable for the correctness of its information.

§ 9 Delay

1. In the event of a delay in delivery and/or performance on the part of the Supplier, we shall be entitled to the statutory claims in full. In particular, we shall be entitled to withdraw from the contract and/or demand damages instead of performance after the fruitless expiry of a reasonable period of at least 3 calendar days (excluding Saturdays, Sundays and public holidays).
2. In the event of a delay in delivery and/or performance on the part of the Supplier, we shall be entitled to demand a contractual penalty of 0.5% of the net remuneration for the delayed delivery or performance per completed week of delay, but not more than a total of 5% of the net remuneration for the delayed delivery or performance; we reserve the right to assert further statutory claims, in particular claims for damages, but with full crediting of the contractual penal-

ty. We shall be entitled to claim the contractual penalty within 3 months of becoming aware of the delay.

3. In the event of an imminent or already occurred delay in delivery and/or performance with regard to the delivery/service owed to us, the Supplier shall, upon request, allow us to inspect all its relevant documents in connection with the legal relationship underlying the delivery and/or service vis-à-vis its Suppliers and/or subcontractors and shall name to us all subcontractors and Suppliers in this respect as clients entitled to inspection. However, the Supplier shall only be obliged to disclose business secrets within the meaning of § 2 of the German Business Secrets Act (GesGehG), i.e. information and/or data which is only known to a narrow circle of persons that relates to a company, which has an economic value and which is identifiable and, in respect of which the Supplier has taken appropriate protective measures) following an offer of a non-disclosure agreement submitted to it by us which binds us in favour of the Supplier with regard to the information to be disclosed.
4. If, in the event of a delay in delivery or performance on the part of the Supplier, there is an objective reason for this in our favour, the Supplier shall grant us the rights to enter into direct contact with all sub-Suppliers and Suppliers in question on his part within the framework of order processing for us in order to avert or shorten as far as possible any delay in delivery and/or performance resulting therefrom. The Supplier shall provide us with the contact details for this free of charge.
5. The entire responsibility for the order shall remain with the Supplier in the event of the facts according to the above Articles 3. and 4.
6. Acceptance of the delayed delivery does not constitute a waiver of claims on our part, in particular a contractual penalty agreed in our favour.

§ 10 Change management

1. The necessity for changes to the order content cannot always be avoided, also due to change requests from our end customers. We are therefore entitled to demand changes to the object of delivery and/or service in accordance with the following regulations even after conclusion of the contract if the deviations are technically and logistically reasonable for the Supplier taking into account its business object and its knowledge of production or performance as well as the Supplier's order situation from an objective point of view. The Supplier must check the request for change without delay and inform us of its effect on the contractual structure in writing without delay. This duty of notification shall include a statement as to whether the desired changes are at all technically and/or logistically possible and relevant as well as a statement as to the effects of the change requests on the contractual structure agreed up to that point, such as the concept, deadlines, dates, acceptance modalities and remuneration in the form of an offer. We shall then immediately decide on the implementation of the changes vis-à-vis the Supplier.
2. The change of the order shall become part of the contract once the decision and the agreement on the changes of the contract conditions has been taken.
3. In the event of technical changes and changes that are economically insignificant for the Supplier, a change in the contractual conditions cannot be demanded by the Supplier.

§ 11 Acceptance

1. All services of the Supplier for which acceptance is possible shall be subject to formal acceptance. If the verification of the Supplier's performance requires commissioning of a plant or machine, acceptance shall only take place after successful completion of the agreed functionality tests. Otherwise, the inspection period for us shall be 12 calendar days following receipt of the notice of completion, unless otherwise expressly agreed. In this respect, the Supplier shall waive the objection of delayed notification of defects.
2. Insofar as the Supplier has to provide a service which requires acceptance by us, the Supplier shall be obliged to notify us in writing or in text form of its request for acceptance at least 7 calendar days before the acceptance date to be agreed. The receipt of the Supplier's declaration by us shall be decisive for the expiry of the deadline.
3. If defects are found during the acceptance test, a partial acceptance of defect-free services shall be possible after consultation with us,

without the Supplier having a legal claim to this. However, such partial acceptance shall not be deemed to constitute final acceptance within the meaning of § 640 GCC.

4. Acceptance shall require an acceptance protocol agreed with us in writing or text form, which is to be signed by the parties. Fictitious acceptance is expressly excluded insofar as we do not use the result of the work for its intended commercial purpose outside of test purposes for a continuous period of more than 30 calendar days. The latter shall not apply if use is conducted in fulfilment of a duty to mitigate damages.

§ 12 **Examination for defects, warranty, liability for defects, limitation of claims due to material defects and defects of title; flat-rate administration fee**

1. The Supplier warrants and guarantees within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG) that (i) all deliveries/services shall fully comply with the agreed specifications and/or formulations, are free of impurities and pesticides, in the case of technical items, comply with the current state of the art at the time of conclusion of the contract, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations of the Federal Republic of Germany and the European Union, in particular, where relevant, the Machinery Directive of the European Union and the country of use notified prior to conclusion of the contract and (ii) comply with the agreed specifications and the information in relevant material sheets of the manufacturer and (iii) are suitable for the intended use notified by us to the Supplier prior to conclusion of the contract and (iv) have such properties which are customary for delivery items or services of the type ordered.

The Supplier shall also warrant and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), guarantee the environmental compatibility of the products supplied and the packaging materials. The relevant statutory DIN and accident prevention regulations must be complied with for objects and this must be proven by test certificates insofar as this is customary in the market.

The Supplier undertakes to comply with all relevant statutory regulations and guidelines with regard to the delivery item and/or the contractual services. If compliance with technical regulations and standards such as CE, CSA, or UL and EAC specifications has been agreed for the products or their components, the Supplier shall provide us with proof of this and make this available to us with the invoice as a prerequisite for the payment claim. In addition to the Supplier's contractual obligation, these specifications must in particular be complied with by the Supplier in order to comply with customs regulations.

2. We shall be entitled to the statutory claims for defects and, within the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), the rights resulting therefrom in the event of defective delivery and/or performance in full.
3. In any case, we shall be entitled to demand from the Supplier, at our discretion, either rectification of the defect or delivery of a new item.
4. If the delivered products do not comply with the warranty assumed by the Supplier or within the scope of application of the CSIG warranty, the Supplier shall be liable for all resulting damages including consequential damages to the extent provided by law.
5. In the event of a warranty claim (*breach of duty due to poor performance*), the Supplier shall be obliged to bear all expenses necessary for the purpose of rectifying the defect or delivering a replacement. These shall also include dismantling and reinstallation costs with regard to the delivery item. The Supplier shall also bear such costs as are incurred or increased as a result of the fact that the delivery item has been taken to a place other than our subsidiary office. The place of rectification shall be the place where the delivery item is located as intended at the time of the notice of defect.
6. We shall be entitled to check and prove any deviations in quality or quantity of the goods by drawing meaningful random samples, provided this corresponds to the circumstances of a proper course of business and the type and scope of the delivery.

7. If the Supplier is in default with regard to the rectification of a defect, we shall be entitled to impose a penalty for default in rectification amounting to 0.5 % of the net remuneration agreed for the defective delivery and/or service for each full period of 7 calendar days of default, but not exceeding 5 % of the agreed net remuneration for the defective delivery and/or performance without further proof of damage. Rights on our part resulting from further statutory and contractual claims, including ones resulting from the scope of application of the UN Convention on Contracts for the International Sale of Goods (CISG), shall remain unaffected. The aforementioned contractual penalty shall be fully offset against any claim for damages. We reserve the right to claim the contractual penalty within three months of becoming aware of the Supplier's default in remedying the defect.

8. In the event of defects of title due to a culpable breach of duty by the Supplier or its vicarious agents, the Supplier shall indemnify us and our customers against claims by third parties in this respect, including the costs of legal defence and administrative costs. Insofar as the Supplier has manufactured his delivery or service in accordance with the documents provided by us, such as recipes, specifications, models or drawings, or on our express instructions, and could not have known that this would infringe the property rights of third parties, the above obligation to indemnify shall not apply.
9. If we take back finished products and/or ones sold by us as a result of the defectiveness of the delivery item delivered by the Supplier or if we have been held liable in any other way because of this, we shall be entitled to unlimited recourse against the Supplier, whereby the otherwise required setting of a deadline shall no longer be required for the exercise of our defect rights. § 254 GCC (contributory negligence) shall remain unaffected.
10. Claims on our part against the Supplier due to material defects shall become statute-barred 36 months following the transfer of risk in the case of purchase contracts and 36 months following acceptance in the case of contracts for work and services, unless a longer warranty limitation period applies by law.
11. The limitation period for defects of title shall be 5 years, calculated from the time of acceptance, in the absence of scheduled acceptance from delivery of the contractually owed performance result.
12. If the Supplier submits to an inspection of the existence of a defect brought to attention by us or to the rectification of the defect, the limitation period shall be suspended until the Supplier has notified us of the result of the inspection in writing or in text form, or declares to us that the defect has been completely rectified in the aforementioned form, or refuses to continue the rectification or to rectify the defect itself in writing or in text form.
13. In the event of justified complaints regarding defects, we shall be entitled to an administrative staff allowance of € 500. The Supplier shall retain the right to prove that we have not incurred any expenses or that they are significantly lower (i.e. more than 10% lower).

§ 13 **Force majeure**

Force majeure, industrial disputes, operational disruptions through no fault of our own, civil unrest, epidemics, pandemics and other results that are unavoidable and unforeseeable for us shall entitle us - without prejudice to our other rights - to withdraw from the contract in whole or in part insofar as they are not of insignificant duration (i.e. do not last for less than 4 weeks) and result in a significant reduction in our requirements (greater than 5%) and we notify the Supplier of the hindrance without delay, insofar as we have not assumed any guarantee liability.

§ 14 **Product liability, indemnification, liability insurance cover**

1. Insofar as the Supplier is culpably responsible for product damage on our part or on the part of a third party to whom we have supplied the product delivered by the Supplier, the Supplier shall - unless expressly agreed otherwise - be obliged to indemnify us and our customers against all claims for damages and reimbursement of expenses by third parties insofar as the cause lies within its sphere of control and organisation. The Supplier's obligation to pay compensation shall include, in addition to compensation to third parties, customary and necessary costs of legal defence (up to an hourly rate of EUR 300/hour plus any VAT incurred), recall costs, testing costs, installation and removal costs. § Section 254 BGB (contributory negligence) shall remain unaffected.

2. Within the scope of its liability for cases of damage within the meaning of Article 1, the Supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by us. We shall inform the Supplier in advance of the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable for us in terms of time in relation to the risk to be eliminated - and provide the opportunity for feedback. Other statutory or contractual claims shall remain unaffected.

3. Starting from the time of the first conclusion of the contract with us, the Supplier shall undertake to maintain a business liability insurance policy with a minimum insured sum of EUR 5,000,000.00 per personal injury/property damage and EUR 1,000,000.00 for financial losses - lump sum - for a period of up to 38 months after the last delivery and/or service rendered to us; if we are entitled to further claims for damages, these shall remain unaffected. The Supplier shall provide us with evidence of the aforementioned insurance and the premium payment for this upon first request. If proof of insurance and premium payment is not provided to us within 7 calendar days of our request, we are entitled to withdraw in whole or in part (with regard to the part not yet fulfilled) from contracts not yet fulfilled.

§ 15 Rights of use, inventions

1. Insofar as recipes, drawings, individual EDP programs, photographic and film material as well as layouts for print media or other such documents and/or data or other work results arise in the course of the deliveries or services to be performed by the Supplier for us, we shall receive an exclusive, transferable right of use, unlimited in terms of time, place and content, in all types of use, which shall be fully compensated for with the agreed price.

2. Insofar as the results of the delivery or service are protected by copyrights of the Supplier, the Supplier shall grant us the irrevocable, transferable right, unlimited in time, place and content, to use the delivery or service free of charge in all known and unknown types of use, in particular to reproduce, distribute, exhibit as well as modify and process it.

3. Insofar as recipes, drawings, individual EDP programs, photographic and other rights to performance results as well as other written, machine-readable and other work results arise in the course of the deliveries or services to be performed by the Supplier for us, we shall be entitled to these exclusively and without restriction as part of the performance and they shall be fully compensated for with the agreed price. The Supplier shall be obliged to inform us immediately of the existence of such circumstances in text form and to coordinate the further procedure with us.

4. The Supplier shall be further obliged to make use of inventions of its employees and, if applicable, sub-Suppliers at its own expense with indemnification on our part in such a way that it can transfer the rights to these inventions to us in full and in a timely manner.

5. Insofar as we apply for an industrial property right for the invention, we shall bear the costs incurred for the application and maintenance of the industrial property right.

6. Should we decide not to file an application for the inventions/work results, or if we are no longer interested in an existing property right, the Supplier may pursue the application or maintenance of the property right at its own expense. In this case, however, we shall retain a gratuitous, non-exclusive and transferable right of use thereto which is not limited in time.

7. If, in the context of the exploitation of the deliveries or services by us, the use of the Supplier's industrial property rights shall be required, which were already present at the Supplier prior to the provision of the delivery or service, we shall receive from the Supplier a non-exclusive and transferable right of use to these industrial property rights, which shall not be limited in time and which shall be fully compensated for with the agreed price.

§ 16 Spare parts and delivery readiness

1. The Supplier shall warrant that the supply of spare parts is ensured by him for a period corresponding to the usual technical usability period of the delivery item, but at least 10 years after delivery of the last delivery of the relevant delivery item to us, unless a different availability of spare parts has been expressly agreed with us. During

this period, the Supplier shall undertake to deliver these parts to us at standard market and legal conditions.

2. If the Supplier intends to discontinue the supply of spare parts under the contract for the delivery item after the expiry of the above-mentioned period, we shall be given the opportunity to place a final order with a lead time of at least 90 calendar days, which must be able to correspond at least to the last average order quantities for the product in question over the last three years. The same shall apply in the event of discontinuation before the expiry of the deadline, whereby we shall not lose our claims for damages as a result of the subsequent order.

§ 17 Provision, co-ownership, retention of title

1. Raw materials, tools, materials, parts, containers and packaging provided by us may only be used by the Supplier in accordance with their intended purpose for the execution by the Supplier of the order placed by us. In the event of passing on to sub-Suppliers, the Supplier shall also ensure this on the part of the sub-Suppliers as a contract in our favour and prove this to us without being requested to do so.

2. Tools and formulations provided by us as well as packaging material, even if provided to the Supplier, shall remain our property.

3. Insofar as we provide parts to the Supplier, we shall retain title thereto (**reserved goods**). Processing or transformation by the Supplier of this shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item at the ratio of the gross value of our item (purchase price plus VAT) to the other processed items at the time of processing.

4. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the gross value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier transfers co-ownership to us in the aforementioned proportion on a pro rata basis; the Supplier shall hold the sole ownership or co-ownership in safe custody for us.

5. The Supplier shall be obliged to insure the raw materials, tools belonging to us and made available to him at replacement value at his own expense against fire, water and theft damage. At the same time, the Supplier shall hereby assign to us all claims for compensation arising from this insurance; we hereby accept the assignment.

6. The Supplier shall also be obliged to carry out any necessary maintenance and inspection work on our tools made available to him as well as all maintenance and repair work in good time at his own expense and to provide us with evidence of such work having been carried out. The Supplier shall notify us immediately in writing of any malfunctions of the machines and/or tools provided; if he culpably fails to do so, we shall be entitled to claim damages in the event of damage.

7. Insofar as the security interests to which we are entitled in accordance with Articles 1. to 6. exceed the purchase price of all our reserved goods not yet paid for by more than 10 %, we shall be obliged to release the security interests at our discretion at the Supplier's request.

§ 18 Third party property rights

1. The Supplier shall warrant, insofar as the scope of application of the CSIG guarantees, that no third party rights are infringing in connection with its delivery and/or service within the Federal Republic of Germany and the European Union and the agreed country of delivery or use of the delivery item and/or service. Liability shall be excluded outside the warranty liability given under the CSIG if the Supplier proves that the infringement is based on specifications on our part.

2. Should claims be asserted against us by a third party on the basis of an infringement (culpable outside the scope of application of the CSIG) by the Supplier of such rights pursuant to Article 1, the Supplier shall be obliged to indemnify us against such claims upon first written request, insofar as the infringement is not based on our specification (e.g. a recipe specified by us). § 254 BGB (contributory negligence) shall remain unaffected). We shall not be entitled to

make any agreements with third parties - without the Supplier's consent - in particular to conclude a settlement with the rights holder.

3. The Supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.
4. The limitation period for liability arising from the infringement of property rights shall commence as soon as the claim has arisen and we have become aware of the circumstances giving rise to the claim or should have become aware without gross negligence. The limitation period for such claims on our part shall be 5 years.

§ 19 **Documents and non-disclosure**

1. All business or technical or product-related information, formulations, specifications, calculation data, manufacturing instructions, formulations, production and other internal company information and data made available to the Supplier by us, irrespective of the type, including other development or manufacturing features manifested in writing, as samples, properties or as data, which may have been handed over to the Supplier by us or our vicarious agents, documents or data handed over to the Supplier by us or our vicarious agents and other knowledge or experience on our part or on the part of our customers disclosed to the Supplier, as long as and insofar as they are not demonstrably public knowledge or a legal or official obligation to disclose exists, are to be kept secret from third parties and may only be made available in the Supplier's own company to those persons who must necessarily be involved in their use for the purpose of the delivery or service to us and who are also obliged in writing to maintain secrecy; they remain exclusively our property. This shall apply irrespective of whether they constitute business secrets within the meaning of § 2 of the GeschGehG or not. The provisions of GeschGehG shall remain unaffected.
2. Without our prior express consent, such information may not be reproduced or commercially used by the Supplier, directly or indirectly, except for deliveries to us. The aforementioned non-disclosure agreement shall also apply after the termination of the supply and/or service relationship until it is legally disclosed, but no longer than 5 years following the termination of the contract between us and the Supplier in relation to the contract in connection with which the relevant information was disclosed or transferred to the Supplier. The aforementioned confidentiality obligation shall not apply insofar as the Supplier can prove that it has itself developed the information transmitted in a lawful manner prior to disclosure, or was already aware of it (of which the Supplier shall notify us in writing or in text form immediately following the transmission of the information - at the latest within 14 calendar days thereafter - otherwise it may no longer invoke this exception or it has become public knowledge through a written declaration on our part, or an official or statutory duty of disclosure exists).
3. At our request, all information and data originating from us (including any copies or records made, if applicable) and items provided on loan must be returned to us immediately and in full or destroyed and the destruction confirmed in writing or in text form. If the information provided to the Supplier is embodied in data, this must be completely deleted by means of overwriting at any time upon our first request and the deletion must be confirmed in writing or in text form without delay.
4. In the case of data transmitted by us to the Supplier, we shall also be entitled to the submission of a cease-and-desist declaration by the Supplier to us with a penalty clause for each culpable case of contravention of the cease-and-desist obligation to continue to use the data transmitted by us or copies thereof, their return and/or deletion by the Supplier, which may be set by us at our reasonable discretion (§ 315 GCC) relative to the remuneration of the Supplier and the damage tendency of the breach of duty. This can be reviewed and reduced by the courts at the Supplier's request (§ 315 III GCC). The Supplier shall not be obliged to refrain from doing so if it is subject to an official or statutory obligation to disclose or use data.
5. We reserve all rights to such information and data (including copyrights and the right to apply for industrial property rights such as patents, utility models, trademark protection, etc.). Insofar as these have been made accessible to us by third parties, this reservation of rights shall also apply in favour of these third parties.
6. No licences or warranties shall be associated with samples, models, information and/or data transmitted to the Supplier.

7. Products manufactured according to documents drafted by us, e.g. recipes, drawings, samples or models and the like, or according to our confidential information or with our formulas not known to the public or our tools or copied tools may neither be used by the Supplier himself nor offered or Supplied to third parties himself or via third parties.

§ 20 **Safety regulations and other requirements for deliveries and services**

1. The Supplier shall comply with the safety regulations applicable in the Federal Republic of Germany and the European Union and the agreed country of delivery or use and the current state of the art at the time of the conclusion of the contract or the agreed technical data or limit values in addition thereto for its deliveries/services.
2. The Supplier undertakes to use only materials which comply with the relevant applicable statutory safety requirements and regulations within the European Union, in particular for toxic and hazardous substances and - where relevant - the EU REACH Regulation (Regulation (EC) 1907/2006). The same shall apply to protective provisions in favour of the environment and regulations relating to electricity and electromagnetic fields. The above obligation includes all relevant regulations which apply to the Federal Republic of Germany and the European Union and the country of use notified to the Supplier prior to conclusion of the contract with regard to the contractual delivery and/or service and - if deviating from these - also the regulations of the customer countries notified to the Supplier prior to or with the order. The Supplier shall provide us with evidence of compliance with these regulations at our first request and cooperate in providing corresponding evidence to the respective competent authorities.
3. If the Supplier's products do not comply with the requirements set out in Articles 1 to 2, we shall be entitled to withdraw from the contract. Any further claims for damages and reimbursement of expenses on our part shall remain unaffected.
4. Any intended changes to the object of delivery and performance must be notified to us in writing or text form. They shall require our prior written consent.
5. We would like to point out that all persons from outside the company who enter our company or our company premises are also subject to the rules of conduct of our company regulations/building site regulations. In the event of violations of these regulations, we reserve the right to expel you from the premises. When working at our premises on our behalf, the Supplier shall, in order to prevent accidents at work, make all arrangements and take all precautions and measures which comply with the provisions of the relevant accident prevention regulations and the other generally recognised safety and occupational medicine rules. The working guidelines of our Employer's Liability Insurance Association, which we will be happy to hand over to the Supplier upon request, must be observed when working on our company premises.

§ 21 **Quality and documentation; Code of conduct**

1. The Supplier shall be obliged to carry out an outgoing inspection according to the specifically assured properties in accordance with DIN ISO 9001 - 9004.
Upon request, the Supplier shall provide us with corresponding IFS, BRC or FSSC 22000 reports free of charge. The costs of declarations of conformity, certificates of origin, other proof of certification (e.g. where relevant ISO 9001, ISO 13485, CE, CSA, or UL specifications) shall be borne by the Supplier in the absence of other express agreements. The declarations of conformity are to be submitted to us immediately with each delivery in German and English.
2. Irrespective of this, the Supplier must maintain the quality of the delivery item and constantly check it until delivery to us. The Supplier must inform us immediately in writing or in text form of any errors in the specifications that are recognisable to him and of any foreseeable complications resulting therefrom. This must be ensured and documented by means of suitable testing and measuring procedures. We shall be entitled to request disclosure of the results of this review in writing or text form at any time and at no additional cost.
3. The scope of delivery includes the product-specific and/or technical documentation, the certificates of conformity (at our discretion in German and/or English) as well as other documents and certificates and operating instructions required for the ordered item or its use,

product labels, warnings and other user information at our discretion in German and/or English, as well as the labelling of the parts and the product and/or its packaging required by law within the EU and the country of destination notified to the Supplier before conclusion of the contract.

4. The Supplier shall ensure that exact traceability of the delivery items is guaranteed via batch or serial numbers.
5. Our understanding of sustainability requires us, our Suppliers and their subcontractors to manage their respective companies in an ecologically compatible, economically successful and socially beneficial manner for the benefit of current and future generations. For this purpose, the respective processes are to be continuously checked for improvement possibilities.
6. The Supplier shall comply with the laws of the applicable jurisdiction(s). In particular, the Supplier shall not participate actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of its employees or child labour. The Supplier shall also assume responsibility for the health and safety of its employees in the workplace, observe environmental protection laws and promote and demand compliance with this Code of Conduct from its subcontractors to the best of its ability. As a result, the Supplier shall apply and comply with the applicable ILO (International Labour Organisation) standards and the ETI Base Code (Ethical Trading Initiative).

Should the Supplier culpably violate one of these obligations, we shall be entitled to withdraw from the contract or, in the case of continuing obligations, terminate the contract, without prejudice to further claims. § 314 BGB (warning requirement) shall remain unaffected.

§ 22 **Software**

1. Should the delivery item include software created for us, we shall receive the source code and the right to use the software also for companies affiliated with us under § 15 of the German Stock Corporation Act (AktG) or otherwise under company law, to reproduce it at will, to modify it and to make it available to third parties worldwide together with the delivery item, either free of charge or in return for payment.
2. For the purpose of maintenance and further development, we are entitled to retranslate the aforementioned software. If the Supplier develops individualised software for us, we shall be entitled to the source code for unrestricted use and exploitation at our discretion.
3. The remuneration for software shall only become due upon the performance of a formal acceptance procedure with a written declaration of acceptance on our part.
4. In the case of the delivery of software, subsequent performance by means of a new program version is only permissible with our prior express consent. If we have given our consent, the Supplier shall be obliged to instruct our employees in the new program version free of charge at its own expense.

§ 23 **Auditing**

1. We, and as a genuine contract for the benefit of third parties within the meaning of § 328 of the GCC and our customers (**authorised auditors**) are entitled, also with regard to our own certification, if any - but not obliged, to carry out an audit of the Supplier ourselves or to have it carried out by an expert and/or consultant of our choice. This includes a review of the Supplier's operations and quality system and a subsequent assessment. The Supplier shall ensure, within the scope of its legal possibilities, that its sub-Suppliers grant us and our customers the same auditing right. The knowledge gained from this shall be used as the basis for further contract awards and for our internal classification of the company (rating).
2. We and the authorised auditors pursuant to Article 1 are entitled to carry out notified inspections of the Supplier's current business operations and to monitor the quality assurance measures during normal business hours and with prior notice.
3. We have the right to inspect the relevant documents of the Supplier, provided that we can prove a legitimate legal interest. Such a legitimate interest exists in particular if knowledge could be gained through this which would allow the necessity and handling of a recall or a product warning to be assessed.

4. Within the scope of our exercise of rights pursuant to the above Articles 1. to 3., the Supplier shall not be obliged to disclose business secrets within the meaning of § 2 GesGehG (see § 9 Section 3.), unless it has been offered the conclusion of a non-disclosure agreement regarding the aforementioned business secrets within the meaning of § 2 GesGehG in writing or in text form by the authorised auditor exercising the audit right.

§ 24 **Minimum wage**

1. The Supplier undertakes to fully comply with the respective requirements of the Minimum Wage Act (MindestlohnG.) with regard to its employees and guarantees compliance with the provisions of the Minimum Wage Act also with regard to any subcontractors used.
2. Should the Supplier culpably violate an obligation from the above Article 1, he shall be obliged to indemnify us from any third party claims in this respect. Furthermore, in this case we are entitled to withdraw from all contracts with the Supplier with regard to the part not yet fulfilled. Claims of the Supplier due to withdrawal shall be excluded. § 254 BGB (contributory negligence) shall remain unaffected.
3. The Supplier shall undertake to provide us with proof of compliance with the provisions of the Minimum Wage Act concerning its employees or the employees of subcontractors used by means of corresponding wage payment certificates without delay at our first request. If the Supplier is in default herewith for more than 30 calendar days, the above Article 2 sentence 2 shall apply accordingly.

§ 25 **Advertising reference, severability clause. Place of jurisdiction, choice of law, data storage**

1. Reference to the business relationship existing with us may only be made for advertising purposes or as a reference to third parties with our express consent.
2. Should any provision of this agreement concluded with us be or become invalid/void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to §§ 305 to 310 GCC, the statutory provisions shall apply. Should any present or future provision of the contract be or become invalid/void or unenforceable in whole or in part for reasons other than the provisions concerning the law of general terms and conditions pursuant to Articles 305 to 310 of the GCC. This shall not affect the validity of the remaining provisions of this contract. The same shall apply if a gap requiring supplementation arises after conclusion of the contract. The parties shall replace the invalid/void/impracticable provision or gap requiring filling for reasons other than the provisions concerning the law of general terms and conditions pursuant to §§ 305 to 310 of the GCC by a valid provision which corresponds in its legal and economic content to the invalid/void/impracticable provision and the overall purpose of the contract. § 139 GCC (partial invalidity) is expressly excluded, also in the sense of a burden of proof provision. If the invalidity of a provision in the aforementioned case is based on a measure of performance or time (period or deadline) specified therein, the provision shall be reconciled with a legally permissible measure that comes closest to the original measure.
3. The law of the Federal Republic of Germany shall apply exclusively. Insofar as the requirements of Article 1, 3 CISG are met, the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.
4. The language of the contract, the language of the proceedings and the language of the court shall be German insofar as the court proceedings take place in the Federal Republic of Germany.
5. The place of performance shall be the agreed place of delivery/service; in the absence of such an agreement our registered office.
6. Unless otherwise agreed below, the exclusive place of jurisdiction shall be our registered office. However, we are also entitled, at our discretion, to sue the Supplier at its registered office or at the place of performance.
7. **We store data from the contractual relationship in accordance with § 26 of the German Federal Data Protection Act and the**

EU General Data Protection Regulation for the purpose of data processing.
