



## General Terms and Conditions of Purchase

06/2023

1. Applicability of these General Terms and Conditions of Purchasing; protective clause:

a) These General Terms and Conditions of Purchase (the „TCP“) shall apply to all our business relationships with our suppliers and ancillary suppliers (collectively, the „Supplier“). The TCP shall especially apply to contracts regarding the purchase of goods regardless of whether any supplier itself manufactures such goods or purchases such goods from sub-suppliers or ancillary suppliers. These TCP shall only apply, however, if the supplier is (i) an entrepreneur within the meaning of § 14 of the Bürgerliches Gesetzbuch (German Civil Code, „BGB“); (ii) a legal person under public law; or (iii) a special fund under public law.

b) Our TCP shall apply exclusively even if we (i) place orders without reservations and in the knowledge of supplier's terms and conditions, (ii) take receipt of deliveries or other services, or (iii) make direct or indirect reference to any correspondence, etc., which contains supplier's terms and conditions or those of any third party. Any conflicting, diverging, or supplemental terms and conditions of the supplier shall be acknowledged by us only in that we expressly consent to their applicability in writing.

c) Our TCP, as amended from time to time, shall also apply as a framework agreement (§ 305 (3) BGB) for future offers from the same supplier and the contracts concluded with the supplier regarding any sale and/or delivery of any goods, without us having to renew them in each individual case to point them out; in the event that any amendments are made to our TCP we shall inform the supplier without undue delay.

2. Formation and content of the contract; written-form; representation; reservation of rights; confidentiality:

a) Only our written orders or those confirmed in writing shall be binding. Prior to acceptance, the supplier shall advise us of any obvious errors (e.g., typographical or mathematical errors) in and any incompleteness of our order, including all appurtenant documents, for the purpose of correction or completion before acceptance; otherwise, no contract shall be formed.

b) Any legally relevant declarations and notifications submitted by the supplier post contract-formation (e.g., setting deadlines, dunning notices, and withdrawal declarations) shall require written form to be effective.

c) The supplier can accept our orders by written confirmation within the stipulated commitment period, if applicable, otherwise within three (3) business days (Monday through Friday, notwithstanding any public holidays – commencing as of the order date specified therein. Timely receipt of the acceptance declaration at our premises shall be determinative. Each and every acceptance declaration shall be without reservation. Delayed declarations of acceptance are considered new offers. If the supplier's offer deviates from the inquiry / order, the supplier will particularly emphasize this deviation.

d) Transmission by telefax or by e-mail shall suffice to preserve the written-form requirement within the meaning of these TCP.

e) The written contract, including these TCP, which shall be a constituent of the written contract, shall reflect the totality of all agreements made between the supplier and us concerning the purpose of the contract. Any verbal agreements made prior to the formation of any written contract shall not be legally binding and shall be superseded by the written contract insofar as it does not expressly follow from them that they are supposed to continue to be bindingly effective.

f) Individual - including any verbal - contractual agreements have priority over these TCP. A written contract or our written confirmation is decisive for proof of the content.

g) With the exception of our managing directors, authorized signatories and our other employees of the purchasing departments who are expressly named as contact persons for the supplier - each in a constellation authorized to represent - our employees are not authorized to place orders, conclude contracts, make individual written or oral agreements or make other promises give; any such statements or receipt of statements are irrelevant and do not bind us.

h) We reserve all property rights, copyrights and industrial property rights to all documents, materials and other objects (e.g., order documents, plans, drawings, illustrations, calculations, product descriptions, samples, models and other physical and/or electronic documents, information and objects) handed over by us to the supplier. Without our prior written consent, the supplier may not make them accessible to third parties, neither as such nor in terms of content, nor may they be disclosed, exploited, duplicated or modified. The supplier shall use them exclusively for the contractual purposes and – on our demand – return them to us in their entirety and destroy (or delete) any existing (including electronic) copies to the extent that they are no longer needed by the supplier both, in the ordinary course of business and under the retention duties prescribed by law. The secrecy of the documents and information also applies after the contract has been completed for a period of three (3) years. At our request, he shall confirm to us the completeness of the return and destruction/deletion or explain which of the above-mentioned documents, materials and other items he believes he still needs for the aforementioned reasons. The supplier is obliged to pay a contractual penalty for each case of culpable violation of these confidentiality obligations. The amount of the contractual penalty will be determined by us for each case of infringement at our reasonable discretion and can be reviewed by the competent court in the event of a dispute. Payment of the contractual penalty shall not preclude the assertion of a claim for injunctive relief or further damages. The contractual penalty will be offset against any possible compensation.

i) The supplier may only advertise the business relationship with our prior written consent.

3. "DDP Incoterms (2020)" and other delivery terms; transfer of risk; Acceptance; Delay of acceptance; Default damage lump sum

a) In the absence of other agreements, "DDP Incoterms (2020)" applies to all deliveries in relation to the delivery address specified in our order or, if such is not expressly specified, to the delivery address of our respective ordering location.

b) The delivery time (delivery date or delivery period) specified in our order or otherwise regulated in these TCP is binding. If no delivery time is specified in our order and if this has not been otherwise agreed, it shall be two (2) weeks from the conclusion of the contract. The supplier shall inform us immediately in writing if and for what reason he is unlikely to be able to meet a delivery time and how long the delay is likely to last. Additional costs for any accelerated transport necessary to meet the delivery date shall be borne by the supplier.

c) Early deliveries and/or partial deliveries are only permitted with our prior written consent. Should a delivery arrive prematurely without our consent, we reserve the right to return the goods at the supplier's expense. If the goods are not returned in the case of early delivery, the goods will be stored with us until the delivery date at the supplier's expense and risk. An early delivery always bears the invoice date of the agreed delivery date. Shipping costs for partial deliveries without our consent shall be borne by the supplier. In the case of partial deliveries, payments will be withheld proportionately.

d) If the supplier provides services at the agreed location outside of his works, these are to be carried out himself or by his own with technically qualified employees in accordance with the recognized rules of technology. The supplier owes a high standard of care and quality when fulfilling the service obligations. The supplier must document the provision of services and provide evidence of this if requested by the customer. The person of the service provider, the date, time and duration of the activity as well as a description containing the purpose and objective of the activity, its content and its result must be recorded.

e) The risk of accidental loss and accidental deterioration of the delivery only passes to us when the goods are handed over to us at the place of performance (§ 19 of these TCP). This shall also apply in the event that a sale by delivery to a place other than the place of performance has been stipulated in derogation of (a). If acceptance has been agreed, risk only passes upon successful acceptance; the statutory provisions of the law on contracts for work and services apply accordingly to the acceptance. The statutory regulations on the transfer of risk due to our possible default of acceptance (below paragraph (g)) remain unaffected.

f) If the supplier does not provide his service or not within the agreed delivery time or if he is in default, our rights - in particular to withdrawal and compensation for damages - are determined by the statutory provisions. In addition, in the event of default, we are entitled to liquidated damages in accordance with the following paragraph (f). If the day on which delivery is to take place at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without a reminder being required from us; this does not affect the statutory requirement to set a deadline prior to withdrawal or a claim for damages in lieu of performance.

g) If the supplier is in default, we can - in addition to further legal claims and performance - demand lump-sum compensation for our damage caused by the delay in the amount of 0.5% of the net price of the delayed delivery per completed calendar week of the delay, but not more than 5 % of the net price of the delayed delivery. We reserve the right to prove higher damages, and the supplier reserves the

right to prove that we have incurred no damages at all or only significantly lower damages.

h) The statutory provisions apply to our default of acceptance; however, the supplier must also expressly offer us his service if a time according to the calendar is or can be determined for an action to be carried out by us. If we are in default of acceptance, the supplier can demand reimbursement of his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-justifiable item to be produced by the supplier (Section 651 sentence 3 BGB), he shall only be entitled to further claims and rights (Sections 642, 643 BGB) if we are obliged to cooperate and are responsible for the failure to cooperate.

4. Prices, invoicing, payment terms and delays; rights of setoff and retention

a) The price stated in our order is binding and a fixed price. The price shall be subject to the „DDP Incoterms (2020)“ (see § 3(a) of these TCP) plus statutory value-added tax.

b) Unless otherwise agreed, the price includes all services and ancillary services of the supplier (e.g. construction/ fitting, assembly, installation, commissioning, setup/ adjustment) as well as all ancillary costs (e.g. proper packaging, transport, insurance of the goods, travel expenses, provision of the tool for services, all allowances), taxes (however, see paragraph (a) for sales tax), customs duties and other charges. The seller must take back packaging material at our request and at his expense. Furthermore, the price includes the costs incurred in the production of the delivery items for the necessary production of tools and devices and their maintenance. Drafts, drawings and samples will only be paid for if a prior written agreement has been reached between the parties.

c) All order confirmations, delivery documents and invoices must contain our order number, the order date, the material number specified in the order, delivery date, delivery quantity and delivery address. In the event of a delay in processing due to missing information, our payment period is extended by the period of the delay. If our order number is missing or incomplete on order confirmations, shipping documents and invoices, a deduction of twenty (20) euros per document for additional processing from the total net price of the order shall be deemed agreed.

d) We accept a proper invoice or equivalent statement of payment no later than 14 days after complete delivery or service provision. A deduction of twenty (20) euros from the total net price shall be deemed agreed for invoices that reach us later. Claims become statute-barred at the end of the calendar year in which we received the service. We will pay without deduction within 60 days after receipt of the complete service and receipt of the proper invoice or equivalent payment schedule. We are entitled to make the payment before it is due. If we pay within 14 days, we are entitled to a 3% discount on the net amount of the invoice. The date of receipt of our transfer order by our bank shall be considered as the date of payment. The weights and/or quantities determined by us are decisive for the calculation and payment of the deliveries. Call-off orders are generally concluded with a minimum term of 18 months.

e) We shall not owe any maturity interest charges (§§ 352, 353 of the German Commercial Code (Handelsgesetzbuch, „HGB“)). The annual default interest shall be five (5) percentage points above the base interest rate. The statutory provisions shall apply to the occurrence of our default in payment, whereby, in deviation therefrom, a written reminder by the supplier shall be required in any case.

f) We are entitled to set-off and retention rights as well as the objection of unfulfilled contract (§ 320 BGB) within the legal scope. In particular, we shall have the right to withhold payments as long as we are entitled to a claim from any given affected contractual relationship based on any incomplete or defective performance; in any case, this would

apply only to the extent that, given the circumstances, including, but not limited to, the insignificance of the defect or any incompleteness, our withholding of payment did not constitute a breach of good faith pursuant to (§ 329 (2) BGB).

g) The supplier is only entitled to offset and to assert a right of retention if (a) the counterclaim used for this is either undisputed or has been legally determined or (b) in the case of a procedural assertion is ready for a decision at the time of the last oral hearing or (c) in a mutual relationship (synallagma) to the primary claim.

#### 5. Our right to change delivery and product specifications

a) Subject to paragraph (c), we are entitled to change the delivery time, address and packaging of a delivery at any time by giving written notice at least twelve (12) working days before the agreed delivery date.

b) The same shall apply - with a notification period of one (1) month until implementation by the supplier - to changes in properties (product specifications), insofar as these can be implemented within the normal production process without significant additional effort.

c) We will reimburse the supplier for the proven and reasonable additional costs based on the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the supplier's normal production and business processes, the originally agreed delivery date will be postponed accordingly. The supplier shall notify us - on the basis of careful assessment - of the anticipated additional costs and the delays in delivery without undue delay after receipt of our written notification.

#### 6. Supplier's retention of title

a) The transfer of ownership of the goods to us shall be unconditional and without regard to our payment of the purchase price.

b) If, contrary to paragraph (a), a retention of title by the supplier is agreed in individual cases, all forms of (a) extended, (b) extended to resale, processing or transformation or (c) forwarded retention of title are excluded, so that the retention of title only applies until payment has been made for the goods delivered to us and only for this respective goods.

#### 7. Provisions by us and production by the supplier; manufacturer's clause

a) § 2(h) of these AEB applies - in particular with regard to our position as owner - accordingly for material, tools, devices and all other items (e.g. software, finished and semi-finished products) that we provide to the supplier to fulfill an existing contract with us or which he prepares for this purpose on our instructions and invoice (hereinafter referred to as "provided items").

b) The supplier must mark the items provided as our property and store them carefully and free of charge for us. The parts and materials may only be used in accordance with the contract. He must also insure them against damage and loss (fire, water and theft) at their current value and prove this to us by submitting the insurance documents. He must carry out any necessary maintenance, inspection, servicing and upkeep work in a timely manner.

c) The supplier shall bear the costs of maintenance of provided items within the meaning of subsection (b) sentences 2 and 3. The supplier shall notify us immediately of any damage to the provided items that is not merely insignificant. At our request, he is obliged to return the items provided to us in proper condition if he no longer needs them to fulfill the contracts concluded with us.

d) If items provided by us are processed or transformed by the supplier (§ 950 BGB), this processing is always carried out for us as the manufacturer in our name and for our account, and that we directly acquire ownership or - if the processing or transformation is carried out from materials of

several owners, or if the value of the newly created item is higher than the value of the provided items - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the provided items to the value of this newly created item. If items provided are combined with other items not belonging to us within the meaning of § 947 BGB or mixed or blended within the meaning of § 948 BGB, we shall acquire co-ownership or - if the item provided by us is to be regarded as the main item - sole ownership (§ 947 para. 2 BGB) of the newly created item in accordance with the statutory provisions.

e) We shall effect the processing and transformation and combination, intermixture and comingling of the products delivered to us for ourselves as manufacturer in our own name and on our own account, so that we - according to the statutory laws - thereby acquire ownership therein.

#### 8. Nature of the Products; quality assurance system; ISO 9001 and ISO 14001 certification; traceability; supplier's declaration

a) The supplier guarantees that its products comply with the statutory provisions, the latest state of the art and the agreed product specifications, in particular our drawings and other technical specifications. The supplier shall notify us immediately of any concerns about the product specifications, drawings or other requirements before the order is executed. The supplier warrants particularly, but not be limited to, the compliance with the German Product Safety Act (Produktsicherheitsgesetz), the regulations governing CE labelling, the (German) Electrical and Electronic Devices Act (Elektro- und Elektronikgerätegesetz), the German Regulation on Hazardous Substances in Electrical and Electronic Equipment (Elektro- und Elektronikgeräte-Stoff-Verordnung, EU Directives 2011/65/EU (RoHS) and 2002/96/EC (WEEE), and any additional laws, ordinances, and other regulations enacted for their implementation in the Federal Republic of Germany.

b) The supplier guarantees that his products comply with the provisions of Regulation No. 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation). This shall also apply if he is not domiciled in the EU; in this case he shall appoint a natural or legal person domiciled in the EU to act as his sole representative to fulfill the obligations for importers (see article 8 REACH Regulation). The substances contained in the supplier's products are pre-registered or registered to the extent required under the provisions of the REACH regulation. The supplier shall comply with all obligations applicable under the REACH Regulation, in particular provide any necessary safety data sheets and information pursuant to Art. 3 et seq. of the REACH Regulation without being requested to do so. The supplier's products do not contain any substances of very high concern (SVHC) in the sense of article 57 of the REACH Regulation and no substances of the respectively valid list of substances eligible for inclusion in Annex XIV (so-called candidate list) in accordance with article 59 of the REACH Regulation. The supplier shall inform us without undue delay in writing, stating the concentration in mass percent, if any ordered and/or already delivered goods - for whatever reason - contain such respective substances.

c) The supplier shall set up and maintain a documented quality assurance system which is suitable in terms of type and scope and which corresponds to the latest state of the art. He shall keep records, in particular of quality inspections, and make them available to us without delay upon request. We reserve the right to convince ourselves of the effectiveness of the quality management system on site.

d) The supplier must be and remain the holder of regularly renewed ISO 9001 and ISO 14001 certifications and provide us with evidence of this upon request. The supplier must inform us immediately if he no longer complies with a corresponding quality management system or loses a certification for the quality management system.

e) The supplier ensures that its products can be traced at all times. Furthermore, he will take suitable measures to ensure that if a fault occurs in one of his products, he can immediately determine which other products may be affected. The documents must be kept for ten (10) years and submitted to us if required. This applies in particular to features requiring documentation and to all features for compliance with the applicable legal regulations. The supplier must oblige sub-suppliers to the same extent within the scope of the legal possibilities.

f) The supplier is obliged to submit the supplier declarations within the meaning of the Council Regulation (EC) No. 1207/2001 and to confirm the preferential status of the products. The indication of the country of origin on the invoice is not sufficient for this purpose. The supplier shall be responsible for the correctness of the supplier's declaration and shall be liable to us for any damage. The submission of a long-term supplier's declaration is permissible; however, a supplier's declaration must be submitted in any case upon our request.

g) The supplier is obliged to pack the goods in such a way that damage during transport is avoided. Packaging materials shall only be used to the extent necessary for this purpose.

#### 9. Social Responsibility and Code of Conduct

a) The supplier is obliged to always observe the principles of the international social standards SA 8000 and the principles of the international labor organization ILO in business relationships with us.

b) We are committed to complying with the ten (10) basic principles of the United Nations Global Compact Initiative (UNGC) in the areas of human rights, labour, the environment and corruption. The supplier undertakes to comply with these principles and ensures that they are also observed in every respect by his employees and third parties working for him or commissioned by him. The basic principles can be viewed at [www.unglobalcompact.org](http://www.unglobalcompact.org).

c) In addition, the supplier undertakes to comply with the requirements set out in our Code of Conduct for Suppliers.

d) The supplier will pass on the regulations specified under (a) – (c) to its suppliers or sub-suppliers and will make every effort to oblige them accordingly and to check compliance with the regulations.

e) We have the right to monitor compliance with the aforementioned regulations at any time to the required extent. The supplier undertakes to provide us with the information required for the check immediately upon request and free of charge for us. After prior notification with a reasonable period of notice, we can carry out the inspection at the supplier's premises during normal business hours. In doing so, we shall ensure that the inspections are only carried out to the extent necessary so as not to disproportionately disrupt the Supplier's operations as a result of the inspections. We are entitled to have these checks carried out by third parties commissioned by us.

#### 10. Rights in case of material defects and defects of title and in case of other breaches of duty; procurement risk

a) For our rights in the event of material defects and defects of title in the goods and in the event of other breaches of duty by the seller, the statutory provisions and these TCP, in particular the following regulations and section 11, apply without restriction.

b) Statutory provisions (§§ 377, 381 HGB) and the terms of this clause shall apply concerning our inspection and objection responsibilities. Our inspection responsibility shall be limited to defects becoming evident during an external examination, including the delivery documents, performed as part of our receiving inspection audit measures and during a random sample audit performed as part of our quality control measures (e.g., damage in transit, incorrect and short deliveries). If acceptance has been agreed, there

shall be no obligation to inspect. Our obligation to give notice of defects discovered later shall remain unaffected. In the cases of sentence 2 (defects becoming evident; random sampling), our objection (notification of defect) shall be deemed being without undue delay if we dispatch it within eight (8) business days of receipt of goods; in the cases pursuant to sentence 4 (subsequent discovery), said deadline shall be three (3) business days as of the discovery date.

c) If goods are defective, we can demand, at our choice, subsequent performance in the form of removal of the defect (repair) or the delivery of a defect-free item (replacement delivery). If the supplier fails to meet this obligation of subsequent performance within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves (self-performance) and to demand reimbursement from the supplier of the expenses required for this purpose or a corresponding advance payment. If the supplementary performance by the supplier has failed or is unreasonable for us due to special circumstances (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damage), it shall not be necessary to set a deadline - possibly a new one. We will inform the supplier of such circumstances immediately, if possible before we act ourselves. If the delivery consists of similar items and more than 10% of the delivered goods are defective, we shall be entitled - without any further obligation to examine - to assert claims for defects for the entire delivery.

d) The costs incurred by the supplier for the purpose of inspection and subsequent performance - including any removal and installation costs - shall be borne by the supplier even there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was actually no defect.

e) The supplier bears the procurement risk for his services, unless expressly agreed otherwise (e.g. obligation to supply the same type from stock).

f) We do not accept and disagree to any clauses of the supplier limiting warranty or liability.

#### 11. Infringement of third-party intellectual property rights

a) The supplier warrants in accordance with paragraph (b) that the products delivered do not infringe any third-party intellectual property rights in countries of the European Union (EU) and the European Economic Area (EEA), Switzerland, the USA, Canada or other countries in which he manufactures the products or has them manufactured.

b) The supplier is obliged to indemnify us against all claims that third parties raise against us due to the infringement of property rights mentioned in paragraph (a) and to reimburse us for all necessary expenses in connection with this claim. The obligation to indemnify applies to him at our first request. Claims according to sentence 1 of this paragraph do not exist if the supplier proves that he is neither responsible for the infringement of property rights nor should have known at the time of delivery with exercised commercial care.

c) Our claims due to legal defects remain otherwise unaffected.

#### 12. Limitation period

a) The limitation period shall be based on applicable law, unless otherwise determined below.

b) Contrary to Section 438 Paragraph 1 No. 3 BGB, the general limitation period for contractual claims due to material defects and defects of title is three (3) years from handover to us at the place of fulfillment (Section 19 of these TCP). If acceptance has been agreed, the limitation period always begins with acceptance.

c) Any extra-contractual claims based on material and title/legal defects shall be subject to the ordinary statutory limitation period under §§ 195, 199 BGB; however, should the limitation period for contractual claims be longer ((b) above), then this shall apply.

#### 13. Product and producer liability; product liability insurance

a) If claims are made against us by a third party based on product and/ or manufacturer liability due to personal injury or any other damage and this damage is due to a defective product from the supplier, the supplier - insofar as he is itself liable in relation to third parties - shall indemnify us against this claim. This indemnification obligation shall apply to him upon our first demand.

b) If we are obliged to conduct a recall due to the defectiveness of one of the supplier's products and the danger posed by this product to persons and/or property, the supplier must also bear all recall costs. Further legal claims remain unaffected. As far as possible and reasonable, we will inform the supplier about the recall measures and give him the opportunity to comment.

c) If the supplier has indications that the recall of one of his products that we have ordered could become necessary, he must inform us of this immediately, stating the reasons.

d) The supplier is obliged to maintain product liability insurance at its own expense on the usual terms with a coverage of at least EUR 10 million per personal injury or property damage, which does not, however, have to cover the risk of recalls or penalties or similar damages. At our request, he must provide us with proof of insurance by providing an insurance confirmation and/or other insurance documents.

#### 14. Replacement parts

a) The supplier is obliged to keep spare parts available for the products delivered to us for a period of at least ten (10) years after delivery.

b) If the supplier decides to discontinue the production of spare parts for the products delivered to us, he will inform us immediately. There must be a period of at least six (6) months between the notification to us and the cessation of production. Paragraph (a) remains unaffected.

#### 15. Duty to advise in the event of official measures

If official measures take place at or against the supplier in connection with products ordered by us, the supplier shall advise us thereof in writing without undue delay.

#### 16. Right of rescission in the event of cessation of payment, etc.

a) In addition to the statutory rights of withdrawal and termination, we may terminate the contract for important reasons or, in the case of services that have already been partially rendered, also partially withdraw. An important reason exists in particular if a significant deterioration in the economic situation of the supplier occurs or threatens to occur: We are entitled to withdraw from the contract in the following cases: (a) the supplier ceases to make payments to its creditors; (b) he himself applies for the opening of insolvency proceedings; (c) bankruptcy proceedings against his assets are lawfully applied for by us or another creditor; (d) insolvency proceedings are opened - even if only on a provisional basis; or (e) the application is rejected for lack of assets.

b) In the case of successive delivery contracts, an important reason also exists in particular if the supplier has twice delivered defective goods to a not inconsiderable extent.

c) We are also entitled to terminate the contract at any time by means of a written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances occurring after the conclusion of the contract. Such circumstances are in particular

the reduction of the number of items or cancellation of the order by our customer. In this case, we will reimburse the supplier for the partial service rendered by him.

#### 17. Non-assignment clause, except for monetary claims

The supplier shall not have any right to assign his claims against us from the contractual relationship to third parties. This does not apply to monetary claims.

#### 18. Subcontractors or other third parties

Without our prior written consent, for goods delivered to us the supplier is not entitled to get services provided by third parties (e.g. subcontractors).

#### 19. Place of fulfillment

The place of fulfillment for all deliveries and services is the intended destination (i.e. the delivery address specified in our order) or, if such is not expressly named, the delivery address of our respective ordering location.

#### 20. Choice of law and place of jurisdiction

a) The business relationships between us and the supplier are exclusively subject to the law of the Federal Republic of Germany. The UN Sales Convention (CISG) does not apply.

b) The supplier agrees that we may process and use the supplier's personal data received within the scope of or in connection with the business relationship to the extent permitted by the German Federal Data Protection Act.

c) If the supplier is a merchant, a legal entity under public law or a special fund under public law, or if he does not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive - including international - place of jurisdiction for all disputes arising from the business relationship shall be our registered office in Mönchengladbach. However, we are also entitled to sue the supplier at his registered office or at the place of fulfillment (§ 19 of these TCP). Mandatory legal provisions on exclusive places of jurisdiction remain unaffected.

#### 21. Severability clause

Should any provisions of these GTC be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become part of the contract or are ineffective, the content of the contract is primarily governed on the statutory provisions (§ 306 Para. 2 BGB). Only with regard to the rest and to the extent that no supplemental contractual interpretation takes precedence or is possible, parties shall replace the invalid or ineffective provision with a valid provision that comes as close as possible to the invalid or comes as close as possible in economic terms.