

## Terms of Purchase of the SSI Schäfer Plastics GmbH

### I. General Information and Scope

- a) These Terms of Purchase shall apply to all business relations of the SSI Schäfer Plastics GmbH (hereinafter also referred to as “Plastics”) and its subsidiaries (with corresponding disclosure of the companies upon request of the supplier) with contract partners and suppliers (hereinafter also referred to as “Supplier(s)”), whereby the Terms of Purchase shall only apply if the Supplier is an entrepreneur, a legal entity under public law, or a special fund under public law. Orders shall be placed exclusively on the basis of these Terms of Purchase. The Terms of Purchase shall also apply to future contracts with the same Supplier without us having to refer to the Supplier again in each individual case, whereby we shall inform the Supplier of any changes to the Terms of Purchase without delay.
- b) Our Terms of Purchase shall apply exclusively. Conflicting or general terms and conditions of the Supplier shall not be recognized unless we expressly agree to their validity in writing (agreement by fax or email is also permissible). We hereby expressly object to any deviating terms and conditions of the Supplier. Our Terms of Purchase shall also apply if Plastics accepts the Supplier’s deliveries or services without reservation in the knowledge that the Supplier’s terms and conditions conflict with or deviate from these Terms of Purchase.
- c) Individual agreements made with the Supplier shall take precedence over our Terms of Purchase. However, a written contract or written confirmation (including by fax or email) from Plastics shall be authoritative for the content of such agreements.

### II. Offer, Conclusion of Contract, Amendment of Contract

- a) Offers of the Supplier shall to be made free of charge, and no remuneration shall be paid by us for visits, the preparation of offers, planning, etc., performed by the Supplier. Prices shall be quoted in EUR. Orders and acceptances of orders must be submitted in writing (submission by fax or email is also permitted).  
A contract shall only be concluded upon submission of the written order or of confirmation by us. The unconditional acceptance of services not ordered does not constitute a contractual relationship.
- b) The Supplier is bound to their offer for at least 4 calendar weeks.
- c) Requests shall be checked by the Supplier for obvious errors, incompleteness, or unsuitability for the intended purpose of the contract. In such cases, the Supplier shall notify us immediately of such a situation.

- d) We must be expressly notified by the Supplier of any product changes and changes to the specification of the products made in the context of an ongoing business relationship prior to conclusion of the contract.
- e) Existing contracts can only be changed by mutual agreement and in writing (including by fax or email).

### **III. Delivery, Shipment, Performance, Transfer of Risk, Import, Customs**

- a) Unless otherwise agreed by the parties, goods shall be delivered DAP in accordance with Incoterms 2020 to the place of delivery specified by us in the order. If the place of delivery is not in the Federal Republic of Germany, the delivery shall be made FCA in accordance with Incoterms 2020 in the absence of any other agreements.
- b) If in doubt, deviating shipping terms in our orders always refer to Incoterms 2020.
- c) In the event of direct shipment to the customers, the delivery must be made neutrally and in our name. The required shipping documents are to be requested in due time, and invoices and notices of delivery are to be sent exclusively to us.
- d) The place of performance of the delivery and service obligations of the Supplier is the location/place of receipt designated by us. If such a place is not expressly stated in our order, the place of performance shall be our registered office.
- e) In each delivery, the delivery documents/delivery notes (specifying the deliverables), our order number, the order date, the delivery quantity, and the delivery address must be provided. If processing is delayed due to missing information, the delivery shall only be deemed to have been made once the information is available, and the payment deadline shall be extended accordingly by the period of delay.
- f) We can change the time, place, and type of packaging before the agreed delivery date by notifying the Supplier in writing (with adequate advance notice (at least 3 working days)).
- g) Packaging materials shall be taken back by the Supplier at our request and at the Supplier's expense.
- h) Partial deliveries are only permissible if we have agreed to them in writing in advance (including by fax or email).
- i) We may reject incorrect deliveries and/or excess quantities even in the event of unconditional acceptance within the defects notification period.
- j) The risk shall not pass to us until the delivery has been handed over to us at the agreed location/place of receipt. This shall also apply if shipment of the goods has been agreed. If the object of the contract is the provision of services, the risk shall only pass to us upon successful and defect-free acceptance. The use of objects of the contract that are subject to acceptance prior to their acceptance shall not constitute unconditional acceptance.

- k) If workers from non-EU countries are deployed, the Supplier must provide us with the corresponding work permits at our request.  
If deliveries/services are made/provided from an EU country other than the Federal Republic of Germany, the Supplier must provide his EU VAT identification number.
- l) Imported goods shall be delivered by the Supplier duty paid and taxed, whereby the Supplier shall be responsible for providing and issuing all necessary declarations, information, and notifications, in particular also with regard to customs/customs authorities, at its own expense and in compliance with the applicable statutory regulations or other regulations. In this respect, the Supplier shall also procure all necessary official confirmations at its own expense. The Supplier shall ensure that the deliveries comply with the requirements of the product-related regulations applicable at the place of performance.

In the course of making the delivery and/or providing the service, the Supplier shall inform us in full in writing (by fax or email is also permissible) of all applicable licensing requirements arising in connection with export and customs regulations as well as of the export and customs regulations of the country of origin of the goods and services.

- m) At our request, the Supplier shall provide a Supplier Declaration regarding the preferential origin of the goods sold. At our request, the Supplier shall provide us with a certificate of origin regarding the non-preferential origin of the goods sold. At our request, the Supplier shall facilitate the verification of proofs of origin by the customs authorities, provide the information required in this context, and provide any confirmations required in this context at its own expense.

#### **IV. Time of Performance, Delay, Contractual Penalty**

- a) The delivery times specified in the order are binding, and the Supplier is in default upon expiry of the delivery time without requiring a separate reminder to be issued.
- b) For the timeliness of deliveries, receipt of the complete delivery (including any documentation, test certificates, or other documents and/or data) at the agreed location/place of receipt shall be decisive, and in the case of services the time of acceptance shall be decisive.
- c) If the Supplier is unlikely to be able to meet the agreed delivery time, the Supplier is obliged to inform us immediately in writing (by fax or email is also permissible), including the expected duration of the delay.
- d) In case of a delay in delivery by the Supplier, we shall be entitled to all statutory claims in full and without restriction.

- e) In case of delays in delivery, we may demand from the Supplier, after prior written warning, a contractual penalty in the amount of 0.3% of the net price per completed working day, but in total no more than 5% of the net price of the goods delivered or services rendered late, whereby the contractual penalty claim exists in addition to the claims arising from the delay in delivery and represents the minimum amount of damages. We reserve the right to prove higher damages, whereby the contractual penalty shall be set off against the damage caused by the delay. The contract partner reserves the right to prove that we have incurred no damage or much lower damages in this respect.
- f) The Supplier can only refer to unfulfilled duties to cooperate on our part if he has reminded us of such duties in writing within a reasonable period of time and the cooperation has not taken place in due time.
- g) Early deliveries may only be made with our prior written consent (by fax or email is also permissible), in which case the delivery will be stored until the agreed delivery date at the expense and risk of the Supplier. Payments shall only be made on the due date agreed in the contract.

**V. Prices, Payment, Offsetting, Retention, Assignment, Transfer of Ownership, Reservation of Title, Resale**

- a) The prices agreed to are fixed prices without the right to subsequent claims. No remuneration shall be owed for the development of any plans, etc. We must be notified immediately of any prices that are still open, in which case our order shall only become effective upon our express confirmation of the prices.
- b) In the absence of agreements to the contrary, the prices are DAP (INCOTERMS 2020), including packaging and shipping costs.
- c) All order confirmations, delivery documents, and invoices must state our order number and the order date, item number, material specifications, delivery quantities, and delivery address. If processing is delayed due to missing information, the payment deadline shall be extended accordingly by the period of the delay.
- d) Payments shall be made after receipt of the goods, acceptance of the service, or receipt of a proper invoice, but not before completion of the delivery/service including all documents. Payment (at our own discretion by cash, bank transfer, or check) shall be made within 14 days with deduction of a 3% discount or within 30 days net. Payments made do not legally constitute an acknowledgement that the deliveries and/or services are in accordance with the contract.
- e) The right to claim interest on arrears is excluded.
- f) We shall have the right to set off due counterclaims, including due claims of our subsidiaries (with corresponding disclosure of the companies at the request of the Supplier), against the Supplier's claims for the purchase price/remuneration for work performed.

The Supplier shall only have the right to set off if their counterclaims, if any, have been legally established, are undisputed or have been recognized by us.

- g) We shall have the right to withhold payments due if we are still entitled to claims and/or receivables from the Supplier in connection with the ordered goods and/or previous deliveries/services. The Supplier may only exercise its rights of retention if the counterclaim is based on the same contractual relationship and if its counterclaims are legally established, undisputed, or recognized by us.
- h) Claims against us and rights arising from this contract may only be transferred or pledged with our prior written consent (by fax or email is also permissible).
- i) The Supplier transfers ownership the goods to us unconditionally and without regard to payment of the purchase price when they are handed over to us.  
In the event of an agreement that possibly deviates in individual cases in the form of a conditional transfer of ownership of the delivered goods depending on the payment of the purchase price, such a retention of title shall expire at the latest upon payment of the corresponding goods, whereby retentions of title of the Supplier shall only apply insofar as they relate to our obligation to pay for the corresponding products for which a retention of title was agreed in the exceptional case. Extended or prolonged retentions of title are inadmissible in any case.
- j) We shall have the right to resell the goods in the ordinary course of business even before payment of the purchase price.

**VI. Quality/Environmental Management System, Accident Prevention Devices, Environment, Energy, Supply Chain, Human Rights Standards, REACH Compliance/Obligation to Provide Information, Material Defect Liability Claims, Acceptance, Liability, Statute of Limitations**

- a) All deliveries and services of the Supplier shall be provided in accordance with the state of the art and shall observe and comply with all relevant laws, regulations, and official requirements as well as all applicable technical rules, standards, and directives. The Supplier guarantees the agreed quality of the goods and that they meet our specifications. The Supplier is obligated to comply with any requirements of the chemical/REACH legislation/regulations in the relevant and valid versions. They assure that the substances have been properly registered. We are not required to obtain approval under the REACH Regulation for the goods/items/substances supplied by the Supplier. The Supplier is required to indemnify us from any liability in connection with violations of the REACH Regulation on the part of the Supplier. The Supplier shall be liable to us in full for any damage incurred by us as a result of the failure of the Supplier to follow and/or comply with the relevant chemical/REACH legislation/regulations.

The Supplier shall also guarantee and be liable for the factual correctness and completeness of any documents, calculations, etc., to be prepared by it.

Machines, vehicles, equipment, etc., must be provided with and comply with the currently required legally and otherwise prescribed (accident) protection devices (in particular with the requirements of the German Employers' Liability Insurance Association). All required documentation and operating instructions must be provided by the Supplier.

The Supplier bears the risk for the procurement of the goods and services it must supply.

- b) For us, the protection of human rights in global supply chains, sustainability, and environmental protection are important aspects, and we accordingly also assume and demand responsibility, due diligence, sustainability, energy-efficient production, the conservation of resources, etc., in this regard from our Suppliers to the extent possible. We therefore always include these criteria for the selection of goods and services, including the related standards, energy performance, energy efficiency classes, etc. Accordingly, we also subject all goods and services to an energy and environmental evaluation, especially in terms of energy consumption and environmental protection.

The Supplier shall in particular comply with the corresponding current legal regulations relating to human rights standards, environmental protection, energy, and energy efficiency.

During the contractual relationship and at its own expense, the Supplier shall also set up and maintain a quality, energy, and environmental management system that is suitable in terms of its type and scope, corresponds to the state of the art, and is documented. Any items provided by the Supplier or received from third parties in the course of providing the goods and/or services shall be included by the Supplier in this quality, energy, and environmental management system as if they were the Supplier's own means of production. The Supplier shall keep records of its quality, energy, and environmental management system at its own expense and which shall be submitted to us upon request. The Supplier hereby expressly declares its consent to quality, energy, and environmental audits for the purpose of reviewing and evaluating its quality and environmental management, possibly with the involvement/participation of third parties.

The Supplier must ensure the traceability of its deliveries.

The Supplier is required to use environmentally friendly products and processes within the scope of what is economically and technically possible when providing its products and services, to use resources responsibly, and to avoid a negative impacts on the environment, humans, and animals to the extent possible in the course of providing its products and services.

The Supplier shall be liable for all damage it causes, in particular due to inadequate environmental compatibility of the products and packaging materials it has delivered, due to violations of its disposal obligations, etc.

- c) Our commercial inspection and defect notification obligations according to the German Commercial Code (HGB) are limited to obvious defects detected during the incoming goods inspection (including in delivery documents).  
Such defects shall be deemed to have been notified in due time if the Supplier is notified of them within 10 working days. Insofar as defects are not detectable during the incoming goods inspection, they shall be deemed to have been notified in due time if we notify the Supplier of such defects within 10 working days of their detection.

In the event of defects, we shall be entitled in full to the statutory warranty/material defect liability claims.

In deviation from Section 438 (1) No. 3 of the German Civil Code (BGB), the limitation period for material defects and defects of title shall be 3 years.

In deviation from Section 438 (1) No. 2 of the German Civil Code (BGB), the limitation period for material defects and defects of title for buildings and objects that have been used for a building in accordance with their customary use and have caused it to become defective shall be 6 years.

Claims arising from defects of title shall not become statute-barred as long as it is still possible for third parties to assert any rights against us, in particular in the absence of a limitation period.

If the Supplier has offered a warranty on his part and/or provided for a more extensive/longer warranty, this warranty shall additionally be deemed to have been agreed upon with a term that corresponds at a minimum to the statutory periods (this term in the case of a longer warranty (over 3 or 6 years)); in addition, the above-mentioned periods (3 or 6 years) shall apply to the liability for material defects.

- d) The limitation period shall commence upon transfer to us at the place of performance, and when services are provided or acceptance has been agreed, upon acceptance.
- e) In the event of defects, we may demand, at our own discretion, rectification (removal of the defect) or delivery of a replacement (delivery of an item free of defects) by the Supplier. Subsequent performance shall also include the removal of the defective goods and their reinstallation if the goods were mounted on another item/attached to other items in accordance with their intended use before the defect could be detected. Our statutory claims for reimbursement of expenses shall remain unaffected.  
The Supplier shall bear the costs arising from the inspection and rectification of defects, including any disassembly and installation costs. This shall also apply if no defect could be detected as a result of the inspection.  
We shall only be liable for damages in the event of any unjustified demand for rectification of defects if we recognized or were grossly negligent in not recognizing that there was no defect.  
If the Supplier fails to meet its obligations within a reasonable period of time set by us, we may remedy the defect ourselves or have it remedied by third parties and demand reimbursement of the required expenses from the Supplier or, at our request, an advance payment on the required expenses.

It shall not be necessary to set a time period if subsequent performance by the Supplier has failed or is unreasonable for us (e.g. in cases that are particularly urgent, for reasons of operational safety, or when there is an imminent threat of excessive damage), whereby in the latter case the Supplier shall be informed by us of such circumstances beforehand to the extent this is possible.

- f) The limitation period for replaced and/or repaired parts shall renew as a result of the rectification of defects unless the Supplier has expressly indicated that it has provided the service without acknowledging an obligation, only as a gesture of goodwill, or for comparable reasons and that no claim based on liability for material defects actually and legally existed.
- g) In addition to the claims for defects, we shall also be entitled without restriction to the statutory rights of recourse within a supply chain, and in particular we shall be entitled to demand from the Supplier the type of subsequent performance that we owe to our customers/buyers in the corresponding case. Our claims from recourse against the Supplier shall also apply if the goods have been further processed by us or a customer/buyer prior to sale.
- h) Acceptance or approval of samples or specimens submitted shall not constitute a waiver of liability claims for material defects.

In the case of contractually agreed acceptance or acceptance provided for by statutory provisions, the Supplier shall provide us with the corresponding services in good time before the acceptance date. Fictitious acceptance is excluded, as is acceptance by conclusive behavior. Neither the use nor commissioning nor trial operation shall be deemed to constitute acceptance.

- i) The Supplier guarantees and is liable for ensuring that the deliveries and services as well as their use/utilization/application do not violate any copyrights, trademarks, patents or other industrial property rights.  
If the use/utilization/application is/will be impaired by the rights of third parties, the Supplier shall obtain the corresponding license or authorization for use at its own expense or modify/replace the delivery/service in such a manner that, subject to compliance with all agreements made in the contract, the use/utilization/application no longer violates any rights.
- j) The Supplier shall indemnify us upon first request and to the full extent against any claims by owners of industrial property rights. The Supplier shall defend claims of third parties at its own expense, whereby we authorize the Supplier in this regard to assume the dispute with third parties in and out of court. We shall not recognize any claims of third parties in this respect. In addition, the Supplier shall be required to provide us with any support in defending against claims by third parties and bear the required costs for this.
- k) The Supplier shall indemnify us against claims for damages and warranty claims of our customers or other buyers if and to the extent that claims are based on defects in the delivery/service or are based on culpable breaches of contract by the Supplier or its vicarious agents. This also includes consequential damages and financial losses.



In particular, the Supplier shall also indemnify us against claims of third parties if he is responsible for damage to a product, whereby the cause lies in his sphere of control and for which the Supplier itself is liable to third parties.

If claims are asserted against us or our customers by third parties on the basis of product/producer liability that are attributable to deliveries/services of the contract partner, the contract partner shall reimburse us for all expenses, costs, and damages, including the costs of recall actions and the costs of an appropriate legal prosecution/defense) arising therefrom and shall indemnify us in this regard against all claims of third parties. Clause 6 k) shall apply accordingly.

Within reasonable bounds, we will inform the Supplier of the content and scope of any recall actions and provide the Supplier with the opportunity to make a statement.

- l) Further legal claims remain unaffected and remain at our discretion. The Supplier shall take out and maintain product liability insurance for the aforementioned risks with a coverage of at least EUR 10 million per personal injury/property damage.

## **VII. Documents and supplies**

Supplies provided in deliveries (e.g. material, tools, models, etc.) shall remain our property in general. Separate agreements (e.g. tool transfer agreements), which then have priority, shall be concluded for the provision of such supplies. In all other cases, the following shall apply: All rights to documents or other information that we provide to the Supplier in such a context shall remain exclusively with us, in particular all property rights and copyrights including the related rights of use. The documents and data provided may only be used in connection with the provision of the contractually agreed products and/or services. The transfer to third parties shall only be permitted with our prior written consent. Processing shall in any case be carried out for us as the manufacturer. In the event of mandatory legal loss of ownership in this connection, the Supplier shall already transfer to us a share of the ownership of the new item corresponding to the value of the respective supplies provided. If the Supplier causes damage to the supplies provided, then the Supplier shall compensate us for the damage.

The Supplier shall store the supplies provided for us free of charge and insure them to a reasonable extent at its own expense against destruction, deterioration, and/or loss. The supplies provided shall be clearly marked by the Supplier as our property. The Supplier is generally required to return the supplies to us at our request in proper and undamaged condition at any time after completion of the order/early termination of the order/non-conclusion of a contract immediately and without separate request.

In the case of all means of production manufactured or procured by the Supplier that have been/will be paid for by us or which amortize via the price of the manufactured parts, we shall also acquire ownership of these means of production at the latest when they are put into operation by the Supplier, whereby the provisions on the supplies provided shall apply *mutatis mutandis*.

### **VIII. Ownership, Copyrights, Secrecy, Confidentiality, and Return/Destruction of Confidential Information**

- a) We expressly retain the title and all copyrights to old orders placed by us and to all documents, figures, drawings, descriptions, calculations of any kind, or other documents provided to the Supplier in this context.
- b) All business and technical information provided and made known by us to the Supplier shall be treated as confidential without restriction and shall only be used for the purpose of providing the product/service. This shall also apply after termination of the contract. The only exceptions to this are information that the Supplier has already gained knowledge of or that it has otherwise gained knowledge of in a legal manner.
- c) Products based on our data/information and/or documents may not be used by the Supplier for any other purpose than the performance of the contract, and in particular may not be offered or supplied to third parties.
- d) The Supplier shall return to us all documents and information received from us in connection with orders and in the course of providing products and/or services, etc., immediately upon our request, but no later than after completion of the request or order. This shall also apply to any copies made thereof. Data/information stored electronically shall be destroyed, provided that no retention requirements were agreed with us or there are statutory retention requirements to the contrary. The destruction of electronically stored data/information must be carried out through complete and irreversible deletion of the files and/or ultimate destruction of the data carrier, which must make it completely impossible to access the data/information. For this purpose, suitable deletion procedures that comply with recognized standards must be used. At our request, the Supplier shall assure us in writing that it has completely and irreversibly deleted all data/information in accordance with the aforementioned requirements. At our request, the Supplier shall provide us with the corresponding deletion logs, if available/technically producible.
- e) The conclusion of the contract shall be treated confidentially by the Supplier, and advertising materials may only refer to the business relationship with our prior written consent.
- f) Subcontractors employed by the Supplier shall also be required by the Supplier to follow the above provisions (Section 8. a) - e)).

## **IX. Results, Rights, Software**

We shall acquire actual and legal direct exclusive ownership of all work results of the Supplier and shall be entitled to the exclusive rights of use.

The Supplier shall grant us irrevocably, exclusively, without limitation, and free of charge all rights to the work results, in particular copyright rights and the right to use comparable industrial property rights (including all stages of development) as well as other rights of use and rights of ownership to intellectual property rights that arise in the course of the contract and the performance of the contract at the Supplier's premises, without limitation in terms of time, place, or content. The Supplier also agrees to grant us further rights of use.

For the rights of the Supplier to its own processes, methods, etc., intellectual property rights as well as industrial property rights that already existed prior to the start of the contract negotiations but that have been incorporated into the work results, the Supplier shall grant us free of charge a non-exclusive, transferable, irrevocable. and unlimited right of use.

Insofar as the service constitutes software or software is part of the service, we shall be entitled to the exclusive right of use. We shall have the right to edit, manipulate, or make changes to the purchased software ourselves or by third parties.

Should the granting of the aforementioned rights require the prior granting of these rights to the Supplier by a third party, then the Supplier shall guarantee that it has concluded/will conclude an agreement with the third party that enables and permits the granting of the aforementioned rights.

## **X. Subcontractor**

The involvement of subcontractors by the Supplier for the purpose of performing the contractual services owed requires our prior written consent (by fax or email is also permissible). If a subcontractor is employed by the Supplier according to this condition, the Supplier shall transfer all relevant contractual obligations entered into with us to the subcontractor, whereby the Supplier shall continue to be responsible and liable to us in full for the fulfillment of all contractual obligations.

## **XI. Supplier Conduct/Compliance**

- a) The Supplier shall undertake to follow all relevant laws, and in particular with basic human rights standards and environmental protection laws. The Supplier assumes responsibility for the health and safety of its staff and employees.
- b) The Supplier is obligated to indemnify us against any claims and demands asserted against us by third parties in connection with violations of the German Minimum Wage Act (MiLoG) by the Supplier (e.g. by employees of the Supplier, claims by employees of subcontractors/personnel service providers, official claims, legally stipulated fines in this context, etc.) unless we ourselves have demonstrably violated the statutory provisions of the MiLoG deliberately or through gross negligence.
- c) In cases where we have a legitimate interest, the Supplier shall provide us with the names of any subsuppliers and/or subcontractors employed, whereby the use of third parties from the aforementioned area shall in any case constitute a legitimate interest in this sense.
- d) At our request, the Supplier shall issue and submit to us a Supplier self-disclosure and prove that the aforementioned provisions as well as all statutory provisions are observed and followed.
- e) The Supplier shall provide us with its certification documents (in particular, but not limited to the following: ISO 9001, ISO 14001, ISO 27001, ISO 50001) at our request.

## **XII. Data Protection/Security, IT Security**

- a) Data of the Supplier shall be stored by us as well as processed and used for the purpose of performing the contract to the extent necessary for the performance of the contract and the provision of the products and/or services. This includes personal data to the extent necessary in the sense mentioned above, whereby this data is not passed on to third parties as a general rule. Exceptions apply if and insofar as this is necessary for the performance of the contract and the provision of products and/or services by the Supplier (see above).
- b) The Supplier is required to process personal data in compliance with and in accordance with the EU General Data Protection Regulation and all other relevant data protection laws and to implement the technical and organizational measures necessary to ensure the protection of the data and the associated rights.
- c) In addition, the Supplier shall require its employees and any other contractors/persons who may have been assigned to process orders to comply with the relevant statutory and contractually agreed data protection provisions in writing and to provide us with evidence of their compliance at our request.
- d) The Supplier shall provide the contractually agreed services in accordance with the corresponding state of the art in information security, and in particular in a manner that does not impair the security, availability, confidentiality, or functionality of our IT systems and data. Data in this context means all information belonging to us that is worthy of protection, including personal data.

### **XIII. Place of Performance, Applicable Law, Place of Jurisdiction, Language, Severability Clause**

- a) Unless otherwise agreed, the place of performance for both contract parties shall be 57290 Neunkirchen, Germany.
- b) The contracts and contractual relationships between us and the Supplier shall be governed exclusively by the substantive German law of the Federal Republic of Germany to the exclusion of the rules of conflict of German private international law, the application of the Convention on Contracts for the International Sale of Goods (UN Sales Convention) is excluded.
- c) The place of jurisdiction for all disputes arising from the contractual relationship shall be our registered place of business in 57290 Neunkirchen, Germany, although we shall also be entitled to take legal action at the registered place of business of the Supplier.
- d) The contract language is German. Should the contract parties use another language in addition to German, then the German wording shall apply when in doubt.
- e) Should individual provisions of these Terms of Purchase prove to be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The statutory regulation (substantive German law) shall take the place of conditions that are not included or are invalid. In all other cases, the parties shall replace void or invalid provisions with valid provisions that come as close as possible to these provisions in economic terms unless a supplemental interpretation of the contract takes precedence or is possible.