

1 Scope

These Terms and Conditions of Purchase shall apply exclusively to all deliveries and services of the Contractor (hereinafter referred to as "Contractor") to Saxlund International GmbH, Heidberg 1,4+5, D-29614 Soltau as Client (hereinafter referred to as "Client"). In addition, deviating terms and conditions may be used or agreed individually in individual cases. Any conflicting or deviating terms and conditions of the Contractor shall only apply if expressly agreed to in text form (fax, e-mail or letter) by the Client.

All agreements made between the Client and the Contractor for the purpose of executing the contract or the order (hereinafter referred to as "Contract" or "Order") shall be set down in writing. Verbal agreements before or upon conclusion of the contract require the textual confirmation of the Client in order to be effective.

Orders as well as their amendments and supplements are only legally binding if they are placed in text form - even by fax or e-mail. The text exchange is to be conducted with the ordering purchasing department. Agreements with other departments require the express textual confirmation by the ordering purchasing department in order to be binding.

1.1 Order acceptance/order confirmation

An order is legally the acceptance of a specific offer made by the Contractor. The contract shall be concluded upon receipt of the order by the Contractor. The Contractor is obliged to confirm the order within one week.

2 Scope of delivery and services

The Contractor is aware that the goods to be supplied by him will regularly be incorporated into other goods/products and thus form part of a uniform new product to be manufactured. The Contractor shall be obliged, without any additional remuneration, to carry out all work, measures and expenses which are necessary for the proper, technically and qualitatively flawless as well as prescribed production and for the intended usability of the goods, machines and/or services to be delivered by him, provided that he is aware of the intended use of the goods. This shall also apply if the goods, machines and/or services to be delivered are only partially or inaccurately described or mentioned in detail in the cost estimate, in the order, in sketches or in other documents.

If, in the course of the execution of the order, substantial changes to the service to be provided should prove necessary or expedient with the consequence of an increase in costs, the Contractor's additional services shall be offered under the same conditions and on the same price basis as in the main order. Before the work/deliveries resulting from the changes are commenced or carried out, an order supplement from the Client must be available in text form.

3 Technical, safety and environmental regulations

3.1 General information

When manufacturing ordered machines, the Contractor shall comply with the legal and technical regulations (country of destination and, if applicable, federal state) as well as the official directives at the destination. If the Client has not informed the Contractor of the destination, the Contractor shall comply with the regulations in Germany.

3.2 Environmental protection

The Contractor shall comply with the statutory regulations (country of destination and, if applicable, federal state) as well as the official orders at the destination with regard to environmental protection, in particular with regard to hazardous substances, dust emissions and noise.

3.3 Physical data

Unless otherwise specified in the order, the national or European standards shall be applied for the design and all indicating devices, meters, measuring instruments and drawing specifications shall be executed according to the metric system.

4 Technical documentation

The Contractor shall be obliged to provide the technical documentation in full in accordance with the order and in accordance with the law within the deadline for the delivery of the respective goods. As a matter of principle, the Contractor shall inform the Client of the manufacturer of supplier parts. The documents must be complete and contain any necessary sectional or exploded drawings as well as clearly and comprehensively define the spare parts.

It is deemed to be agreed that required drawings, test certificates and other documentation documents, unless otherwise agreed, shall be sent together with the invoice to our office address - Purchasing Department - otherwise the invoice claim shall not become due.

5 Delivery and service dates/Delay/Penalty

5.1 Dates

The agreed dates for the documentation and delivery of the goods/machinery and equipment as well as all other services are to

be taken from the order or the associated appendices. The delivery dates stated in the order are binding.

Delivery shall be deemed to have been made on time if the delivery items are available at the agreed delivery address on the agreed delivery date and in the agreed quality. Early deliveries or partial deliveries may only be made with the textual consent of the Client. Otherwise, the Client shall be entitled to refuse acceptance of the delivery or to charge the Contractor for the resulting additional expenses (e.g. storage costs). The same applies in the case of obvious defects.

5.2 Change of date

The Client shall be entitled to demand a temporary suspension and/or a temporary acceleration of individual services or of the overall performance within the framework of the overall schedule in the interest of overall scheduling, provided that this is reasonable for the Contractor. Should this measure have an effect on costs (for example due to longer storage times at the Contractor's end) of more than 10% of the total net order amount, the Contractor shall be entitled to adjust the price on the basis of the calculation of the main order. The Contractor shall disclose the calculation at the Client's request.

5.3 Liability and penalties for late delivery

The Contractor is obliged to inform the Client immediately in text form if circumstances arise or become apparent to the Contractor which indicate that the agreed delivery time cannot be met.

Should the Contractor's delay in handing over the contractual technical documentation result in a delay in the deadlines for delivery, assembly and/or commissioning as well as the acceptance of the entire plant, the Contractor shall compensate the Client for any resulting damage, e.g. penalties of the end customer. The Contractor shall only have fulfilled its obligation to deliver when the technical documentation is also complete and correct. Until then, the Client may refuse any final payment or retain a corresponding share of the invoice value.

In the event of a delay in delivery, the Client shall be entitled to the statutory claims.

If the Contractor defaults on the contractually agreed delivery dates, the Client shall also be entitled to demand payment of the following penalties:

5.3.1 Penalty for Delivery Delay in Technical Documentation

For each week or part thereof of delay in the delivery of the specified technical documentation, the Contractor shall pay 1% of the total net order value, but not more than 5% of the total net order value.

5.3.2 Penalty on goods/machinery/equipment and services

For the delayed delivery of goods/machinery and equipment as well as for the delayed performance of services, the Contractor shall pay 1.5% of the total net order value for each week of delay or part thereof, but not more than 5% of the total net order value.

5.3.3 Total amount of penalties, offsetting

In the event of acceptance of the delayed delivery/service, the penalty may be claimed until payment of the invoice/final invoice which follows the delayed delivery/service in terms of time. The penalties under Clauses 5.3.1 and 5.3.2 together shall not exceed a maximum of 10% of the total net order value. The claim from the penalties is limited to this maximum amount.

The Client reserves the right to claim higher damages actually incurred due to the delay. If the Contractor postpones the delivery date, the Client may demand the penalty, even if he has not objected to the postponement. A contractual penalty paid shall be set off against a claim for damages.

5.4 Withdrawal/compensation

The statutory provisions shall apply to withdrawal and compensation for damages.

If the procurement of goods/machinery and equipment elsewhere is only possible on the basis of the Contractor's workshop drawings, the Contractor shall be obliged to hand them over free of charge. If the Contractor possesses industrial property rights to the goods/machinery and equipment, he shall be obliged to tolerate the reproduction for the replacement procurement and the use of the goods thus produced.

6 Force majeure

Events of force majeure are such circumstances that stand in the way of the performance of the service, were not foreseeable at the time of the conclusion of the contract and the consequences of which cannot be avoided with the greatest possible care (such as natural disasters, strike, lockout, war, embargoes). They shall only be recognised if they demonstrably have a direct influence on the Contractor's performance of the contract. They can only be held against the Client on condition that both the beginning and the expected end of the force majeure event are communicated to the Contracting Party in text form within three days. The date of sending the notification shall be decisive. A corresponding confirmation from the competent chamber of industry and commerce that the

event of force majeure actually exists shall be enclosed. The Contractor is obliged to take all measures to minimise the consequences of force majeure events for the performance of the service.

In the event of an event of force majeure, the Client shall be entitled to demand delivery at a later date without the Contractor incurring any claims as a result.

Should an event of force majeure be expected to last longer than three months or lead to the permanent impossibility of performance on the part of the Contractor, the Client shall be entitled to withdraw from the contract in whole or in part with the statutory consequences.

7 Production monitoring/quality assurance

The Client reserves the right to check the progress of production in the Contractor's workshops or those of its suppliers at any time. In particular, the factory or plant premises may be entered for this purpose. This also expressly applies to the Client's end customer. In this case, the Client shall disclose the end customer to the Contractor. The Contractor shall allow a joint inspection date.

Any deficiencies found during the inspection must be rectified. Any costs incurred as a result shall be borne by the Contractor.

The Contractor is obliged to inspect the manufactured goods/machinery and equipment in accordance with the technical conditions of this order, the agreed quality guidelines and the applicable statutory provisions and - as far as possible - to subject them to a trial run. The Client and the end user have the right to participate in these tests. For this purpose, the Contractor shall notify the Client of the start of the tests 14 days in advance.

Containers, apparatus and pipelines operating under pressure must be tested and inspected by the inspection body responsible at the place of manufacture at the Contractor's expense and must comply with the European and/or German or other contractually agreed regulations.

Certificates of these bodies shall be submitted to the Client without delay and shall become part of the technical documentation.

If defects should become apparent during the inspections or if the manufactured goods/machinery and equipment do not comply with the terms of the order, the Contractor shall be obliged to remedy such defects without delay at its own expense, without this conferring the right to an extension of the delivery dates provided for in the order. Afterwards, the goods/machinery and equipment must be inspected again.

The tests shall not be deemed to be acceptance of the goods/machinery and equipment and shall not affect the Contractor's liability for defects in any way, irrespective of the presence of the Client or the end user at these tests.

8 Transfer of risk/acceptance

Unless otherwise agreed in writing, delivery shall be made DAP to the destination specified in the order in accordance with the Incoterms applicable at the time of conclusion of the contract. The Contractor shall bear the material risk until delivery of the goods to the Client or the Client's representative at the place to which the delivery item is to be delivered in accordance with the order. Insofar as acceptance of the goods by the Client or its representative is provided for by law or contractually agreed, acceptance shall take the place of delivery, implied / tacit acceptance shall be excluded.

9 Liability for defects/performance guarantee

9.1 Scope of liability for defects

The statutory provisions shall generally apply to the Client's warranty rights in respect of material defects. The place of performance for measures of material defect warranty, such as repairs, is the place where the machine is located / the service was performed.

The goods/machine or equipment must correspond to the state of the art in design and material at the time of conclusion of the contract and must have the agreed quality at the time of transfer of risk. All deliveries and services must be in accordance with the required technical standards and regulations as well as the latest safety and environmental regulations.

The Contractor shall provide a quality guarantee for compliance with the machine and system parameters specified in the order or in the contract documents.

9.2 Acceptance of goods / notice of defects

The statutory provisions (§§ 377, 381 HGB) and the following supplementary provisions shall apply to our commercial obligation to examine the goods and to give notice of defects:

Our obligation to inspect incoming goods shall be limited to (a) defects which become apparent upon external inspection, including the delivery documents (e.g. transport damage, incorrect and short deliveries), and (b) otherwise to what is feasible in the ordinary course of business, taking into account the circumstances of the individual case (e.g. any quality control by sampling which is reasonable in terms of type and scope). However, if and to the extent that

acceptance has been agreed, there shall be no obligation to inspect. In the cases of this paragraph, our complaint (notice of defect) is immediate if we send it within eight (8) working days from receipt of the goods.

9.3 Our obligation to give notice of defects discovered later - i.e. after the incoming goods inspection (e.g. during the processing of the goods or after their delivery to third parties) - remains unaffected. In these cases, our complaint (notice of defect) is immediate if we send it within three (3) working days of discovery. Limitation of claims for material defects

Claims for material defects shall become statute-barred - irrespective of longer statutory periods - in 24 months, calculated from the transfer of risk or - if acceptance has been agreed or is provided for by law - from the acceptance of the goods/machinery or equipment or the services performed, unless the delivery item has been used for a building in accordance with its customary use and has caused its defectiveness. In all other respects, the statutory provisions shall apply to all claims of the Client, in particular claims for damages and their limitation against the Contractor.

For parts of the delivery that have been repaired or repaired within the limitation period of the Client's claims for defects, the limitation period shall start anew at the time when the Contractor has completely fulfilled the Client's claims for subsequent performance.

9.4 Rectifying defects

The Client shall be entitled to the full statutory claims for defects without restriction. In any case, the Client shall be entitled to demand that the Contractor, at the Client's discretion, either rectify the defect or deliver a new item. Section 439 of the German Civil Code (BGB) applies to the claim for subsequent performance. The right to compensation for damages, in particular the right to compensation for damages instead of performance, is expressly reserved for the Client.

The free rectification of defects or the free replacement of unsuitable parts by the Contractor within the scope of this obligation of liability for defects especially includes the assumption by the Contractor of all costs for material, freight, packaging, customs duties, dismantling and assembly, assembly assistants, travel costs, expenses, etc.

The originally delivered defective parts which are replaced by new parts within this framework shall be available to the Contractor after the replacement.

Costs of any kind for requested return deliveries of defective or incorrect parts shall be borne by the Contractor.

Minor defects, the rectification of which does not tolerate any delay and does not require the participation of the Contractor, shall be repaired by the Client itself or by a third party commissioned by the Client and the costs shall be charged to the Contractor at the usual market rate; the same shall apply if the Contractor agrees to the rectification of the defects by the Client's fitters.

The Client has the right to take the necessary measures to rectify a defect himself or get it done by a third party at the expense of the Contractor if the Contractor does not respond to the notification of a defect by the Client within 2 working days or does not start to rectify the defects within 5 working days of receipt of such notification. In these cases, the usual assembly rates of the Client are applicable.

In urgent cases in which the Contractor cannot wait to rectify the defect in order to avoid the risk of disproportionately high damage, the same shall apply if the Contractor has been informed of the defect. The performance of measures to remedy defects by the Client shall not affect the Contractor's liability for material defects.

10 Product liability

If a third party asserts a claim against the Client by way of product or manufacturer's liability due to personal injury or property damage and if this damage is attributable to a defective product of the Contractor, the Contractor shall - insofar as it is itself liable in the external relationship - indemnify us against these claims. The obligation to indemnify shall apply to him at our first request.

Within the scope of the Contractor's liability for cases of damage within the meaning of the previous paragraph, the Contractor shall also be obliged to reimburse the Client for any expenses arising from or in connection with a recall campaign carried out by the Client. The Client shall inform the Contractor of the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to respond. Other statutory claims shall remain unaffected.

The Contractor undertakes to maintain extended product liability insurance with cover of at least EUR 9 million per personal injury/property damage - lump sum. The Contractor shall submit a corresponding confirmation of insurance without delay at the Client's request. This insurance cover has no effect on the responsibility of the Client for corresponding claims for compensation.

11 Price/Payment/Assignment

Unless otherwise agreed, the prices stated in the order are binding fixed prices and include delivery DAP in accordance with the Incoterms Conditions valid at the time of conclusion of the contract to

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the destination mentioned in the order. They cover the entire scope of delivery and services. Agreed hourly rates and flat rates for ancillary costs are also unchangeable until the final fulfilment of the contract.

11.1 Value added tax

The statutory value added tax valid at the time of the order/conclusion of the contract shall apply and is not included in the price.

11.2 Price change and due date

Any price change requires renewed agreement in text form. The remuneration owed by the Client shall only become due when the complete deliveries/services have been accepted and invoices have been received by the Client and the Contractor has fulfilled all ancillary obligations, but not before the agreed date.

11.3 Invoice

Invoices shall be sent to the Client via e-mail to einkauf@saxlund.de. They may under no circumstances, with the exception of customs goods, be enclosed with the goods. In the case of customs goods, an original invoice must be enclosed with the goods and the accompanying documents; the invoice must be sent by e-mail to einkauf@saxlund.de. The order number and the project number of the Client must be stated in each case on the invoice and all details of the invoice must be structured item by item in accordance with the Client's order, otherwise they will be returned to the Contractor unbooked. The Contractor shall be responsible for all consequences arising from non-compliance with this obligation, unless proven that the Contractor is not responsible for them.

11.4 Terms of payment

The agreed terms of payment must be taken from the Client's order. If no terms of payment have been agreed, the following shall apply:

Invoice amounts shall be paid by the Client subject to verification as follows

- Within 14 days after due date with 3% discount or
- Within 60 days without deduction

The payment period shall commence upon receipt of the invoice and acceptance by the Client.

11.5 Assignment of claims

Claims of the Contractor against the Client arising from this order may not be assigned to third parties without the consent of the Client.

11.6 Currency

The contracting parties agree that the payment obligations regulated in the contract, in particular the stipulated monetary values (unless otherwise stipulated in the text), shall be deemed to be agreed in euros.

12 Terms of delivery/shipping/transport/packaging

12.1 Delivery condition

The Contractor's deliveries shall be made DAP to the destination mentioned in the order, unless otherwise agreed. The Incoterms in the latest version applicable at the time of conclusion of the contract shall apply to all trade terms.

In the event of a deviating agreed delivery condition EXW, in deviation from the Incoterms, loading onto the truck shall be included in the scope of services and in the price of the Contractor, unless expressly agreed otherwise in text.

12.2 Delivery address

If no deviating delivery address is shown in the order or explicitly agreed, the delivery shall be sent to the following address:

Saxlund International GmbH
Heidelberg 4
D-29614 Soltau-Harber

12.3 Deliveries/partial deliveries

Partial deliveries are not permitted unless an additional agreement has been made in the order or the Client has given the Contractor prior consent in text form.

12.4 Shipping documents

All consignments must be accompanied by a delivery note and a package list. The delivery note must be attached to the outside of the package. If special forms are to be used for the scope of delivery and services, the Client shall provide these to the Contractor in the form of a file.

All shipping documents as well as all text documents in connection with the delivery contract must contain, in addition to the article designation, the Client's article number, the Client's voucher and SAX no. (if notified to the Contractor), the item no. of the order, the order date, the quantities as well as the type of packaging. The Contractor shall be liable for the consequences of incorrect consignment note declarations.

12.5 Shipping instructions

At the latest two weeks before the agreed delivery date, a packag-

ing list/notification of readiness for delivery shall be sent to the Client's dispatch department in text form, which must contain the following data:

- Gross weights
- Net weights
- Dimensions of everything (transport dimensions)
- Description of goods in detail, i.e. loosely supplied or pre-assembled parts and small parts must be listed in detail.
- Number of packages
- Type of packaging
- Customs tariff number

12.6 Loading dimensions

For consignments exceeding the loading gauge of a tarpaulin truck, loading sketches with precise weight information must be submitted to the Client two months before the planned loading. In the event of non-compliance with this provision, all resulting damage and losses shall be borne by the Contractor.

12.7 Transport insurance

In the absence of any other agreement, the transport insurance from door to door shall be arranged and borne by the Contractor.

12.8 Packaging

In the event of a deviating agreed delivery condition EXW, the usual packaging for truck transport is included in the scope of services and in the price of the Contractor, unless expressly agreed otherwise in writing.

If the Contractor uses wood as pre-packaging material (e.g. pallets, squared timber, boards, boxes, etc.), this pre-packaging material must in any case comply with the IPPC standard ISPM 15 or use material that is not covered by these provisions.

Unless a special type of packaging has been selected in the order, the Contractor shall select an economical and appropriate type of packaging and observe the relevant contractual and statutory provisions, in particular the HPE packaging regulations.

12.9 Packaging of small parts/sensitive parts

Small parts and particularly sensitive parts are to be packed in boxes. All parts that are not bare must be provided with a protective coating, unless they have been painted. Bare parts must be treated with a preservative so that sufficient protection is provided for a shelf life of at least one year from delivery. All electrical equipment must be packed watertight.

12.10 Return of packaging

If the Contractor requires the return of packaging, this shall be communicated separately in text form. In this case, the return shall be at the expense and risk of the Contractor.

12.11 Mark

The Contractor is obliged to indicate the weight in a suitable place on all components. From 100 kg onwards, the weight, DIN A4 size, welded in waterproof and with suitable fastening material (e.g. cable ties), must be attached to the component in a clearly visible position.

In addition, the internationally customary, necessary hazard/handling symbols (e.g. centre of gravity, anchor points, etc.) must be marked.

13 Licensing of property rights, rights of third parties

The Contractor grants the Client an unlimited and perpetual licence to use all property rights required for the use, maintenance, repair and processing of the delivery items (including the technical documents and documentation). This licence can only be transferred together with the sale of the delivery items to third parties.

The Contractor shall be liable in accordance with the statutory provisions for ensuring that no third-party rights, such as patent rights, licence rights or other industrial property rights, are infringed in connection with its delivery, in particular by the goods/machinery and equipment delivered by it. This shall also apply in the country of the end customer, provided this is known to the Contractor.

If a claim is made against the Client by a third party due to an infringement of property rights, the Contractor shall, in addition to the claims provided for by law, be obliged to indemnify the Client upon first textual request against all claims which third parties may assert against the Client on the basis of statutory provisions.

The Contractor's obligation to indemnify refers to all expenses and costs incurred by the Client as a result of or in connection with the claim by a third party. This shall only apply to claims based on foreign statutory provisions if the Contractor knows for which country of final destination the goods/machinery and equipment delivered by it were intended.

The limitation period for these claims is ten years, calculated from the delivery of the delivery item.

14 Insurance/Liability

The Contractor assures the Client of sufficient insurance for its share of the delivery and service with regard to the assembly, accident, operational and environmental liability risks.

The Contractor's employees have sufficient professional qualifications. The Contractor shall be liable without limitation for damage caused by the Contractor's employees, irrespective of the object.

15 Confidentiality/Reverse Engineering

The Contractor shall keep all information confidential, which it receives in the course of this order from the Client or an affiliate company and which is expressly marked or described as confidential or must be regarded as confidential by virtue of its content, including but not limited to manufacturing methods and technical processes, calculations, technical drawings, technical documents and data, models, specifications, materials, software (in particular the source code thereof) and other technical knowledge; and prices, terms, margins, calculations as well as other financial data, (hereinafter referred to as: "**Confidential Information**"). The existence of this agreement and its contents shall also be deemed Confidential Information. If Confidential Information does not meet the requirements of a business secret within the meaning of § 2 No. 1 GeschGehG, such information shall nevertheless be subject to the obligation of confidentiality under this agreement. The Contractor acknowledges that the Client's Confidential Information is of commercial value.

The Contractor shall use such Confidential Information only for the purpose of this order. The Contractor will protect confidential information from access by third parties. The measures taken to protect the Confidential Information shall in no way fall below the level that the Contractor also applies to protect its own Confidential Information. In order to ensure the confidentiality of the Confidential Information even from third parties, the Contractor shall implement suitable technical and organisational measures in accordance with the respective state of the art to prevent unauthorised and unlawful use or disclosure, accidental loss, destruction or damage.

Confidential information may only be disclosed by the Contractor to its respective employees, affiliated companies and consultants (lawyers, tax consultants, auditors) to the extent that this is necessary for the implementation of the project and to the extent that they are also obliged to maintain confidentiality.

There is no obligation of confidentiality for such information,

- a) already known to or in the possession of the CO prior to receipt of such information;
- b) which have been lawfully disclosed or made accessible to the Contractor by a third party authorised to do so without violation of obligation of confidentiality;
- c) which are publicly known or generally accessible prior to the notification by the Client or become publicly known after the notification by the Client without a violation of obligations by the Contractor under this Agreement;
- d) that are required to be disclosed under applicable law or by administrative or judicial order.

Upon request, the Contractor shall provide evidence that one of the exceptions applies. In the event that the Contractor is required to disclose Confidential Information under applicable law or pursuant to governmental or court order, the Contractor shall use all reasonable efforts to prevent or minimise the extent of such disclosure and shall use reasonable efforts to ensure that the Confidential Information so disclosed is kept confidential.

To the extent permissible, the Contractor shall inform the Client thereof in writing without undue delay and, to the extent possible, in good time prior to the disclosure and shall give the Client the opportunity to take action against the disclosure.

Insofar as products or software are provided within the scope of the order and insofar as nothing to the contrary results from the spirit and purpose of the cooperation of the Parties in accordance with this Agreement and/or a separate contract between the Parties, the Contractor shall not carry out any qualitative or quantitative analysis of the product and its components and shall not be entitled to process or modify the product, in particular to reverse engineer it, to translate, decompile or disassemble software or to convert it in any other way.

Should the Contractor become aware that Confidential Information has been disclosed in breach of this Confidentiality Agreement, the Client must be informed immediately.

For each case of violation of the confidentiality obligations under this Clause 15, the Contractor shall pay to the Client a contractual penalty in the amount of 5% of the total net order value, unless the Contractor is not at fault with regard to the violation. Any further claims for damages shall remain unaffected.

16 Withdrawal/termination

In addition to the statutory rights, the Client has a special right to withdraw from or terminate contracts in the following cases: (a) the Contractor ceases to make payments to its creditors; (b) the Contractor itself applies for the opening of insolvency proceedings against its assets; (c) the aforementioned application is permissibly filed by us or a third party; (d) the insolvency proceedings are opened as provisional or final; or (f) the aforementioned application is rejected for lack of assets.

Furthermore, the Client shall be entitled to withdraw from the contract after setting a reasonable deadline and unsuccessful expiry of the deadline if the Contractor does not fulfil its due delivery obligations or no longer fulfils them in accordance with the contract. This also applies if only partial performance obligations, such as a partial delivery, are covered. The Contractor's performance obligations shall also include, in particular, compliance with the confidentiality obligation pursuant to Clause 15.

Section 323 (2) BGB applies to the dispensability of setting a deadline. Any existing claims for damages shall remain unaffected. Payments already received by the Client shall be repaid to the Client with interest at a rate of 5% above the respective base rate.

The Client shall have the right to terminate the Contract if the Contract between the Client and the End Customer is cancelled or otherwise terminated or if the End Customer fails to meet its payment obligations. In such cases, the Client shall reimburse the Contractor for all verifiable costs and expenses incurred by the Contractor up to that point. Further claims of the Contractor are excluded.

17 Subcontractors of the Contractor; Provisions of the Client

17.1 Subcontractors of the Contractor

The Contractor shall not be entitled to award the order placed by the Client to third parties in whole or in part without the textual consent of the Client. Consent does not release the Contractor from the obligation to thoroughly select its subcontractors with regard to quality and reliability and to monitor the proper fulfilment of the order. On the contrary, the Contractor shall in any case remain responsible for the performance of the services in accordance with the contract.

17.2 Provisions of the Client

If the Client provides the Contractor with any items for production (e.g. finished and semi-finished products, raw materials, tools, software) ("**Provisions**"), the Contractor shall be obliged to inspect the Provisions immediately after delivery by the Client, insofar as this is feasible in the ordinary course of business, but at the latest before installation or other use of the Provisions, and to notify the Client of any defects immediately. If the Contractor fails to give notice, the goods shall be deemed to have been approved. This does not apply if the defect was not recognisable during the inspection. If a defect becomes apparent at a later date, it must be notified to the Client immediately after discovery, otherwise the supplies shall also be deemed to have been approved in this respect. This Clause 17.2 shall not apply if the Client has fraudulently concealed the defect.

18 Advertising

The Contractor may only refer to the business relationship with the Client in its advertising if the Client has previously agreed to this in text form.

19 Effectiveness/scope

Should any provision of these general terms and conditions of purchase be or become invalid, this shall not affect the legal validity of the remaining provisions.

20 Applicable law/place of jurisdiction/place of performance

20.1 Applicable law

The legal relationship between the parties shall be governed by German law - to the exclusion of the uniform UN Convention on Contracts for the International Sale of Goods (CISG). The VOB shall not apply.

20.2 Place of jurisdiction

The place of jurisdiction for all disputes arising between the parties shall be the registered office of the Client.

20.3 Place of performance

The place of performance shall be the registered office of the Client or the place of delivery agreed in the order, at the Client's discretion.

21 Compliance

21.1 For the duration of the business relationship, the Contractor and the persons employed by the Contractor shall be obliged to comply with all laws, ordinances and regulations concerning them and the business relationship with the Client, in particular all anti-corruption laws.

21.2 The Contractor, its management and its employees will not (a) promise or grant any unlawful advantage to public officials, potential customers or their employees or third parties and (b) accept any unlawful advantage from potential customers, their employees or third parties.

21.3 The Contractor assures that the delivery item has not been produced by child labour, prison labour or forced labour, nor in a way that is slave-like, harmful to health or exploitative, nor has it been produced in any other way that violates general ethical principles,

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in particular human dignity. The Contractor further assures that he will not tolerate discrimination and harassment of his employees and will take countermeasures if necessary. The Contractor shall at all times ensure a safe working environment, comply with all applicable provisions regarding quality, health and safety, and take due account of environmental protection concerns. The Contractor will not use prohibited or unsafe materials or components and will always ensure environmentally sound and safe disposal of waste materials.

- 21.4 The Contractor shall be obliged to inform the Purchaser immediately in writing of any violation of one of the above obligations and to explain how the violation has been remedied and what measures it has taken to ensure that the violation does not recur. In the event of a serious or repeated violation of the obligations under this Clause 21, the Purchaser shall be entitled to withdraw from or terminate all legal transactions with the Contractor without notice.

22 Data Protection

Should personal data be processed by the Client or the Contractor in connection with an order in individual cases, this shall be done in accordance with the applicable law, in particular with the General Data Protection Regulation (EU) 2016/679.