

## 1 Scope

- 1.1 These Terms and Conditions of Purchase apply exclusively to all deliveries and services provided by the Contractor (hereinafter referred to as "Contractor") to Saxlund International GmbH, Heidberg 1,4+5, D-29614 Soltau, Germany, as the Customer (hereinafter referred to as "Customer").
- 1.2 In addition, deviating or supplementary terms and conditions may be used or agreed in individual cases.
- 1.3 Conflicting or deviating terms and conditions of the Contractor shall only apply with the Customer's express written consent (fax, email or letter).
- 1.4 All agreements made between the Customer and the Contractor for the purpose of executing the contract or order (hereinafter referred to as "Contract" or "Order") must be set out in writing. Verbal agreements made prior to or at the time of the formation of the contract require the Customer's written confirmation to be effective.
- 1.5 Orders and any changes or additions to the order are only legally binding if they are made in writing – including by fax or email.

## 2 Formation of contracts

An order placed by the Customer legally constitutes acceptance of a specific offer made by the Contractor. A contract is formed upon receipt of the order by the Contractor. The Contractor is obliged to confirm the order in writing within one week.

## 3 Delivery and performance deadlines

- 3.1 The scope of delivery and performance shall be specified in the order and in the applicable documents.
- 3.2 The Contractor is aware that the goods it will deliver will regularly be incorporated into other goods/products and will thus form part of a standardised new product to be manufactured. The Contractor is obliged, without additional remuneration, to undertake all works and measures and incur all expenses necessary for proper, technically and qualitatively flawless and compliant production and for the intended use of the goods, machines and/or services to be delivered by it, provided that it is aware of the intended use of the goods.
- 3.3 If, in the course of order processing, significant necessary or appropriate changes to the service to be provided prove to result in cost increases that are reasonable for the Contractor at its reasonable discretion, the Contractor's additional services shall be offered on the same terms and on the same price basis as in the main order. A written order supplement from the Customer must be available prior to the commencement or performance of the work/deliveries resulting from the changes.
- 3.4 If no different delivery address is specified in the order or explicitly agreed, the delivery shall be sent to the following address:

**Saxlund International GmbH  
Heidberg 4  
D-29614 Soltau-Harber**

- 3.5 Partial deliveries are not permitted unless an additional agreement has been made in the order or the Customer has given the Contractor prior written consent.

## 4 Safety and environmental regulations

- 4.1 The Contractor shall comply with the statutory regulations (country of destination and, if applicable, federal state) and the official regulations at the destination with regard to environmental protection, in particular with regard to hazardous substances, dust emissions and noise.
- 4.2 Unless otherwise specified in the order, national or European standards shall be applied to the design and all display devices, meters, measuring instruments and drawing specifications shall be based on the metric system.
- 4.3 The Contractor shall provide the technical documentation in accordance with the order and in accordance with the law within the deadline for delivery of the respective goods. In principle, the Contractor must inform the Customer of the manufacturer of supplier parts. The documents must be complete and contain any necessary sectional or exploded drawings, and shall also clearly and comprehensively define the spare parts. It is agreed that, unless otherwise agreed, the required drawings, test certificates and other

documentation shall be sent to the Customer – PURCHASING department – together with the invoice, otherwise the invoice shall not become due for payment.

## 5 Delivery dates / Delay / Penalty

- 5.1 The agreed dates for the documentation and delivery of the goods/machines and equipment, as well as all other services, can be found in the order or the associated annexes. The delivery dates specified in the order are binding.
- 5.2 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 Customer's written consent. Otherwise, the Customer is entitled to refuse acceptance of the delivery or to charge the Contractor for the additional costs incurred (e.g. storage costs).
- 5.3 In the interests of overall planning, the Customer shall be entitled to demand a temporary suspension and/or temporary acceleration of individual services or the overall service within the framework of the overall schedule without giving reasons, provided that this is reasonable for the Contractor at its reasonable discretion. If this measure results in costs (e.g. due to longer storage times at the Contractor's premises) exceeding 10% of the total net order amount, the Contractor shall be entitled to adjust the price on the basis of the calculation for the main order. The Contractor shall disclose its calculation at the Customer's request.
- 5.4 The Contractor shall be obliged to notify the Customer immediately in writing if circumstances arise or become apparent to it which indicate that the agreed delivery time cannot be met. This also applies to the submission of technical documentation. The Contractor shall only have fulfilled its delivery obligation once the technical documentation is complete and in order.
- 5.5 Contractual penalties shall be agreed within the order. Statutory provisions shall apply to withdrawal and/or compensation for damage in the event of a delayed performance.

## 6 Force majeure

- 6.1 Force majeure events are circumstances that prevent performance, were not foreseeable at the time of conclusion of the contract and whose consequences cannot be avoided even with the utmost care (e.g. natural disasters, strikes, lockouts, war, embargoes). They shall only be recognised if they can be proven to have a direct influence on the Contractor's performance of the contract. They can only be invoked against the Customer on condition that both the start and the expected end of the force majeure event are communicated to the contractual partner in writing within 7 working days. The date of the Customer's receipt of the notification shall be decisive. The Contractor is obliged to take all measures to minimise the consequences of the force majeure events on performance.
- 6.2 In the event of a force majeure event, the Customer is entitled to demand delivery at a later date without the Contractor being entitled to any claims.
- 6.3 If a force majeure event lasts longer than three months or leads to the permanent impossibility of performance on the Contractor's part, the Customer is entitled to wholly or partially withdraw from the contract with the legal consequences.

## 7 Completion / Quality assurance

- 7.1 The Customer reserves the right to inspect the progress of production in the Contractor's workshops or those of its suppliers at any time during normal business hours, subject to prior notification. In particular, the Customer may enter the factory or business premises for this purpose. This also applies expressly to the Customer's end customer. In this case, the Customer must disclose the end customer to the Contractor. The Contractor shall permit a joint inspection visit.
- 7.2 Any defects found during the inspection shall be remedied. Any resulting costs incurred shall be borne by the Contractor.
- 7.3 The Contractor is obliged to inspect the manufactured goods/machines and equipment in accordance with the technical conditions of this order, the agreed quality guidelines and the applicable legal provisions and, as far as possible, to subject them to trial operation. The Customer and the end user have the right to participate in these inspections. To this end, the Contractor shall notify the Customer of the start of the tests 14 days in advance.
- 7.4 Containers, apparatus and pipework operating under pressure must be tested and inspected by the competent inspection bodies at the place of manufacture at the Contractor's expense and must satisfy European and/or German or other contractually agreed regulations.
- 7.5 If defects are found during the tests or if the manufactured goods/machines and equipment do not conform to the terms of the order, the Contractor shall be obliged to remedy such defects im-

mediately at its own expense, without this entitling it to an extension of the delivery dates specified in the order.  
The goods/machines and equipment must then be retested.

- 7.6 The tests shall not be deemed to constitute acceptance of the goods/machinery and equipment and shall not affect the Contractor's liability for defects in any way, regardless of whether the Customer or end user is present during these tests.

### 8 Transfer of risk/Acceptance

- 8.1 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 risk of damage to the goods until they are delivered to the Customer or its representative at the place to which the delivery item is to be delivered in accordance with the order. If acceptance of the goods by the Customer or its representative is required by law or contractually agreed, acceptance shall take place at the delivery location. Implied/tacit acceptance is excluded.

### 9 Liability for defects/Performance guarantee

- 9.1 The statutory provisions shall apply in principle to the Contractor's warranty rights for material defects. The place of performance for measures under the warranty for material defects, such as repairs, is the place where the machine is located/the service was performed.
- 9.2 The goods/machine or equipment must conform to the state of the art in terms of design and materials at the time of conclusion of the contract.
- 9.3 The brands shall be selected such that spare parts can be procured quickly and cost-effectively. The Contractor shall only select suppliers who are approved in accordance with the specifications. The Customer reserves the right to reject the proposed supplier or the delivery selected by the Contractor for valid reasons, e.g. standardised spare parts management, standardised plant design. In this case, the Contractor shall comply with the Customer's suggestions to select another suitable supplier or another suitable delivery.
- 9.4 The goods/machine or equipment must conform to the latest state of the art in terms of design and materials 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 conform to the necessary technical standards and regulations as well as the latest safety and environmental regulations.
- 9.5 Our commercial obligation to inspect and give notice of defects is governed by statutory provisions (sections 377, 381 German Commercial Code) as well as by the following provisions: Our obligation to inspect goods upon receipt is limited to (a) defects that are apparent upon external inspection, including the delivery documents (e.g. transport damage, incorrect or short deliveries), and (b) otherwise to what is reasonable in the ordinary course of business, taking into account the circumstances of the individual case (e.g. any quality control appropriate in terms of type and scope using random sampling). However, there is no obligation to inspect if and to the extent that acceptance has been agreed. In the cases referred to in this paragraph, our complaint (notification of defects) shall be deemed to have been made without delay if we send it within eight (8) working days of receipt of the goods.
- 9.6 Our obligation to give notice of defects discovered later – i.e. after the goods have been inspected on receipt (e.g. during processing of the goods or after delivery to third parties) – remains unaffected. In such cases, our complaint (notification of defects) shall be deemed to have been made without delay if we transmit it within three (3) working days of discovery.

### 10 Limitation period for claims for material defects

- 10.1 Claims for material defects shall lapse – notwithstanding longer statutory periods – after 36 months, calculated from the transfer of risk or – if acceptance has been agreed or is stipulated 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 normal use and has caused its defectiveness; in this case, the limitation period is five years from acceptance. In all other respects, the statutory provisions shall apply to all claims of the Customer, in particular claims for damages and their limitation period vis-à-vis the Contractor.
- 10.2 For portions of the delivery that have been repaired or replaced within the limitation period for the Customer's claims for defects, the limitation period shall recommence at the point in time at which the Contractor has completely fulfilled the Customer's claims for subsequent performance.

### 11 Rectification of defects

- 11.1 The Customer shall be entitled to the full extent of the statutory claims for defects. In any case, the Customer shall be entitled to demand that the Contractor remedy the defect or deliver a new item, at the Customer's option. Section 439 German Civil Code

shall apply to the claim for subsequent performance. The right to compensation, in particular the right to compensation in lieu of performance, is expressly reserved by the Customer.

- 11.2 The rectification of defects at no cost or the replacement of unsuitable parts at no cost by the Contractor within the scope of this obligation to accept liability for defects shall include, in particular, the assumption of all costs for materials, freight, packaging, customs duties, disassembly and assembly, assembly workers, travel expenses, expenses, etc. by the Contractor.
- 11.3 The originally delivered defective parts that are replaced by new parts within this framework shall be made available to the Contractor after replacement. Costs of any kind for requested returns of defective or incorrect parts shall be borne by the Contractor.
- 11.4 Minor defects whose remediation cannot be delayed and which do not require the Contractor's participation shall be repaired by the Customer itself at its reasonable discretion or by a third party commissioned by the Customer, and the costs shall be charged to the Contractor at the market rate; the same shall apply if the Contractor agrees to the defects being remedied by the Customer's fitters.
- 11.5 The Customer shall be entitled to take the necessary measures to remedy a defect itself at the Contractor's expense or to cause such measures to be taken by third parties if the Contractor does not respond to the Customer's notification of a defect within 3 working days or does not commence remediation of the defects or give notice of their remediation within 5 working days of receiving such notification. The Customer's standard installation rates shall apply in such cases. The Customer shall notify the rectification of the defect.
- 11.6 In urgent cases where rectification by the Contractor cannot be awaited in order to avoid disproportionately high damage, the same shall apply if the Contractor has been informed of the defect. The performance of defect remediation measures by the Customer shall not affect the Contractor's liability for material defects.

### 12 Product liability

- 12.1 The Contractor shall indemnify the Customer against claims made against the Customer by a third party by way of product or producer liability due to personal injury or property damage where this damage is attributable to a defective product of the Contractor. The indemnification obligation shall apply upon the Customer's first request.
- 12.2 Within the scope of the Contractor's liability for damage within the meaning of the previous paragraph, the Contractor shall also be obliged to reimburse the Customer for any expenses arising from or in connection with a recall campaign carried out by the Customer. As far as possible and reasonable, the Customer shall inform the Contractor of the content and scope of the recall measures to be carried out and give it the opportunity to comment. Other statutory claims remain unaffected.
- 12.3 The Contractor undertakes to maintain extended product liability insurance with a minimum coverage of a lump sum of €3 million per personal injury/property damage event. The Contractor shall immediately submit a corresponding insurance confirmation upon the Customer's request. This insurance cover shall have no effect on the Customer's liability for corresponding claims for compensation.

### 13 Prices / Payment / Invoice

- 13.1 Unless otherwise agreed, the prices stated in the order are binding fixed prices and include delivery DAP in accordance with the Incoterms conditions valid to the destination specified in the order at the time of conclusion of the contract. They cover the entire scope of delivery and services. Agreed hourly rates and flat-rate additional costs shall also remain unchanged until the final fulfilment of the contract.
- 13.2 The statutory value added tax applicable at the time of the order/conclusion of the contract shall apply and is not included in the price.
- 13.3 Any price changes require a new agreement in writing. The consideration owed by the Customer shall only become due once the complete deliveries/services have been accepted and invoices have been received by the Customer and the Contractor has fulfilled all ancillary obligations, but not before the agreed date.
- 13.4 Electronic invoices shall be transmitted by email to the Customer at [invoice@saxlund.de](mailto:invoice@saxlund.de) in accordance with statutory provisions. Under no circumstances may they be enclosed with the goods, with the exception of goods subject to customs control. In the case of goods subject to customs control, the original invoice for the goods and the accompanying documents must be enclosed; the invoice must be sent by email to [invoice@saxlund.de](mailto:invoice@saxlund.de). The invoice must always indicate the Customer's order number and project number, and all information on the invoice must be structured item by item in accordance with the Customer's order, otherwise it will be returned to

the Contractor unposted. The Contractor shall be liable for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.

- 13.5 The agreed terms of payment can be found in the Customer's order. If no terms of payment have been agreed, the following shall apply:

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

Within 14 days of the due date with a 3% discount or

Within 60 days without deduction

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

- 13.6 Claims of the Contractor against the Customer arising from this order may not be assigned to third parties without the Customer's consent.
- 13.7 The contracting parties agree that the payment obligations stipulated in the contract, in particular the specified monetary values (unless otherwise stated in the text), are deemed to be agreed in euros.
- 13.8 Unless otherwise agreed, the Contractor's deliveries shall be made DAP to the destination specified in the order. The latest version of the Incoterms valid at the time of conclusion of the contract shall apply to all trade clauses.
- 13.9 If a deviating delivery condition EXW has been agreed, contrary to the Incoterms, loading onto the truck is included in the scope of services and in the Contractor's price, unless expressly agreed otherwise in writing.

### 14 Shipping documents

- 14.1 All shipments must be accompanied by a delivery note and a packing 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 Customer shall provide these to the Contractor in the form of a file.
- 14.2 All shipping documents and all texts relating to the delivery contract must contain the item description, the Customer's item number, the Customer's document and SAX number (if communicated to the Contractor), the order item number, the order date, the quantities and the type of packaging. The Contractor shall be liable for the consequences of incorrect consignment note declarations.

### 15 Shipping

- 15.1 No later than two weeks before the agreed delivery date, a packing list/delivery readiness notification must be sent in writing to the Customer's shipping department, which must contain the following data:
- Gross weights
  - Net weights
  - Overall dimensions (transport dimensions)
  - Detailed description of goods, i.e. supplied loose parts or pre-assembled parts and small parts must be listed in detail
  - Number of freight items
  - Type of packaging
  - Customs tariff number

### 16 Loading dimensions

- 16.1 For shipments that exceed the loading dimensions of a heavy goods lorry, loading sketches with exact weight specifications must be submitted to the Customer two months before the scheduled loading. Failure to comply with this provision shall result in all resulting damage and losses being borne by the Contractor.

### 17 Transport insurance

- 17.1 Unless otherwise agreed, door-to-door transport insurance shall be arranged and paid for by the Contractor.

### 18 Packaging

- 18.1 If a different delivery condition (EXW) has been agreed, the usual packaging for lorry transport is included in the scope of services and in the Contractor's price, unless expressly agreed otherwise in writing.
- 18.2 If the Contractor uses wood as pre-packaging material (e.g. pallets, square timbers, boards, crates, etc.), this pre-packaging material must in any case comply with the IPPC standard ISPM 15, or material that is not covered by these provisions must be used.
- 18.3 Unless a specific type of packaging is specified in the order, the Contractor shall choose an economical and appropriate type of

packaging and observe the relevant contractual and legal provisions, in particular the HPE packaging regulations.

### 19 Packaging of small parts/sensitive parts

- 19.1 Small parts and particularly sensitive parts must be packed in boxes. All uncoated parts must be coated with a protective coating unless they are already painted. Uncoated parts must be treated with a preservative to ensure sufficient protection for a shelf life of at least one year from delivery. All electrical equipment must be packed in waterproof packaging.

### 20 Return of packaging

- 20.1 If the Contractor requires the return of packaging, this must be communicated separately in writing. In this case, the return shipment shall be at the Contractor's expense and risk.

### 21 Marking

- 21.1 The Contractor shall indicate the weight on all components in a suitable place or to notify this in advance by means of a notice. In addition, the internationally customary and necessary hazard and handling symbols (e.g. centre of gravity, attachment points, etc.) must be clearly marked.

### 22 Licensing of property rights, third-party rights

- 22.1 The Contractor grants the Customer a free, unrestricted and perpetual licence to use all property rights necessary for the use, maintenance, repair and processing of the delivery items (including technical documents and documentation). The Customer shall be entitled to transfer this licence to third parties upon sale of the delivery items.
- 22.2 The Contractor shall be statutorily liable for ensuring that no third-party rights, such as patent, licence or other industrial property rights, are infringed in connection with its delivery, in particular by the goods/machines and equipment supplied by it. This also applies in the country of the end customer, insofar as this is known to the Contractor.
- 22.3 If a third-party claim is made against the Customer for an infringement of property rights, the Contractor shall be obliged, in addition to the claims provided for by law, to indemnify the Customer upon first written request against all claims that third parties may assert against the Customer on the basis of statutory provisions.
- 22.4 The Contractor's obligation to indemnify shall apply to all expenses and costs incurred or to be incurred by the Customer arising from or in connection with claims by third parties. This shall only apply to claims based on foreign legal provisions if the Contractor is aware of the country of final destination for which the goods/machinery and equipment supplied by it were intended.
- 22.5 The limitation period for these claims is ten years from the date of delivery of the delivery item.
- 22.6 If the alternative procurement of goods/machinery and equipment is only possible on the basis of the Contractor's workshop drawings, the Contractor shall supply these at no cost. If the Contractor has property rights to the goods/machinery and equipment, it shall be obliged to accept reproduction for replacement procurement and the use of the goods thus manufactured.

### 23 Insurance

- 23.1 The Contractor shall ensure that the Customer has adequate insurance cover for its share of the delivery and services with regard to assembly, accident, operational and environmental liability risks. The Contractor shall provide the Customer with proof of insurance on request.
- 23.2 The Contractor's employees shall have adequate professional qualifications. The Contractor shall be fully liable for any damage caused by its employees, regardless of the nature of the damage.

### 24 Confidentiality/Reverse Engineering

- 24.1 The Contractor shall treat as confidential all information received from the Customer or an affiliated company in the course of this contract that is expressly marked or described as confidential or is to be regarded as confidential due to 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 its source code) and other technical knowledge; and prices, terms and conditions, margins, calculations and other financial data (hereinafter referred to as "Confidential Information"). The agreement between the contracting parties shall also be deemed confidential information.
- 24.2 If confidential information under this agreement does not meet the requirements of a trade secret within the meaning of section 2(1) German Trade Secrets Act, this information shall nevertheless be subject to the confidentiality obligation under this agreement.
- 24.3 The Contractor shall use this confidential information only for the purpose of this commission. It shall protect confidential information



from access by third parties. In no event shall the measures taken to protect confidential information 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 also vis-à-vis third parties, the Contractor shall use appropriate technical and organisational measures in accordance with the current state of the art to prevent unauthorised and unlawful use or disclosure, accidental loss, accidental destruction or damage. The Contractor shall provide evidence of these measures to the Customer on request.

- 24.4 Confidential information may only be disclosed by the Contractor to its respective employees, affiliated companies and advisers (lawyers, tax advisers, auditors) to the extent necessary for the implementation of the project and to the extent that they are also bound to secrecy.

There is no obligation of confidentiality for such information

- a) which is already known to the Contractor or in its possession prior to receiving this information;
- b) which has been lawfully disclosed or made available to the Contractor by an authorised third party without breach of any confidentiality obligation;
- c) which is publicly known or generally accessible prior to disclosure by the Customer or which becomes publicly known after disclosure by the Customer without any breach of the Contractor's obligations under this agreement;
- d) which must be disclosed under applicable law or by order of a public authority or court.

Upon request, the Contractor shall provide evidence that one of the exceptions applies. If the Contractor is obliged to disclose Confidential Information under applicable law or due to an official or court order, it shall make every reasonable effort to prevent or restrict to a minimum the scope of the disclosure and shall make reasonable efforts to ensure that the Confidential Information disclosed in this way is treated as confidential.

- 24.5 To the extent permissible, the Contractor shall inform the Customer of this in writing without delay and, as far as possible, in good time before disclosure, and shall give the Customer the opportunity to take action against the disclosure.
- 24.6 If products or software are made available within the scope of the order, and unless otherwise specified in the meaning and purpose of the cooperation between the parties in accordance with this agreement and/or a separate contract between the parties, the Contractor shall not perform any qualitative or quantitative analysis of the product and its components and shall not be entitled to edit or modify the product, in particular to reverse engineer it, translate, decompile or disassemble software or convert it in any other way.
- 24.7 If the Contractor shall inform the Customer immediately if it becomes aware that Confidential Information has been disclosed in contravention of this Confidentiality Agreement.
- 24.8 For each case of breach of confidentiality obligations under this clause, the Contractor shall pay the Customer a contractual penalty amounting to 5% of the total net order value, unless the Contractor is not at fault for the breach. Any further claims for damages remain unaffected, but any payment of damages shall be offset against the contractual penalty.

## 25 Withdrawal/Termination

- 25.1 In addition to its statutory rights, the Customer shall be entitled to terminate the contractual relationship with the Contractor (depending on the type of contract, by termination without notice/withdrawal) if the following has occurred or if one of the following events is imminent:
- (a) The Contractor suspends payments to its creditors;
  - (b) it applies for the opening of insolvency proceedings against its assets itself;
  - (c) the aforementioned application is admissibly lodged by the Customer or a third party;
  - (d) insolvency proceedings are opened on a provisional or final basis; or
  - (f) the aforementioned application is rejected for lack of assets.
- 25.2 The Customer shall also be entitled to withdraw from the contract after setting a reasonable deadline and the unsuccessful expiry of this deadline if the Contractor fails to fulfil its delivery obligations in accordance with the contract or is no longer able to do so. This shall also apply if only partial performance obligations, such as a

partial delivery, are affected. The Contractor's performance obligations include, in particular, compliance with the confidentiality obligation under these GTC.

- 25.3 Section 323 (2) German Civil Code applies to the dispensability of setting a deadline. Any existing claims for damages remain unaffected. Payments already received by the Customer shall be repaid to the Customer with interest at a rate of 5 percentage points above the respective base rate.
- 25.4 The Customer shall have the right to terminate the contract if the contract between the Customer and the end customer is rescinded or otherwise cancelled, or if the end customer fails to meet its payment obligations. In such cases, the Customer shall reimburse the Contractor for all verifiable costs and expenses incurred by the Contractor up to that point. Further claims by the Contractor are excluded.

## 26 Customer's supplied items

- 26.1 If the Customer provides the Contractor with any items for production (e.g. finished and semi-finished products, raw materials, tools, software) ("Supplied items"), the Contractor shall be obliged to inspect the supplied items immediately after delivery by the Customer, insofar as this is feasible in the ordinary course of business, but at the latest before installation or other use of the supplied items, and to notify the Customer of any defects without delay. The goods shall be deemed to have been approved if the Contractor fails to send a notification to the Customer. This shall not apply if the defect was not apparent during the inspection. If a defect becomes apparent at a later date, it must be reported to the Customer immediately after discovery, otherwise the materials provided shall also be deemed to have been approved in this respect. This shall not apply if the Customer has fraudulently concealed the defect.

## 27 Liability of the Customer

- 27.1 Any liability of the Customer for damages is excluded. The exclusion regulated in section 309(7) German Civil Code shall not apply to damage resulting from death, physical injury or illness based on a negligent breach of duty on the User's part or an intentional or negligent breach of duty on the part of the Customer's legal representative or vicarious agent. The exclusion of liability shall also not apply to damage resulting from grossly negligent breach of duty by the Customer or from intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Customer.

## 28 Advertising

- 28.1 The Contractor may only refer to the business relationship with the Customer in its advertising if the Customer has given its prior consent in writing.

## 29 Validity/scope

- 29.1 Where any provision of these General Terms and Conditions of Purchase is or proves invalid, this shall not affect the legal validity of the remaining provisions.

## 30 Applicable law/place of jurisdiction/place of performance

- 30.1 German law shall apply to the legal relationship between the parties, excluding the Uniform Law on the International Sale of Goods (CISG). The VOB (German Construction Contract Procedures) shall not apply.
- 30.2 The place of jurisdiction for all disputes arising between the parties shall be the Customer's registered office.
- 30.3 The place of performance shall be, at the Customer's discretion, the Customer's registered office or the place of delivery agreed in the order.

## 31 Compliance

- 31.1 The Contractor and the persons employed by the Contractor are obliged to comply with all laws, regulations and provisions relating to them and the business relationship with the Customer, in particular all anti-corruption laws, for the duration of the business relationship. The Customer's Code of Conduct applies.
- 31.2 The Contractor, its management and its employees shall (a) not promise, offer or grant any unlawful advantages to public officials, potential customers or their employees or third parties and (b) not accept any unlawful advantages from potential customers, their employees or third parties.
- 31.3 The Contractor warrants that the delivery item has not been manufactured using child labour, prison labour or forced labour, nor in a manner that is slave-like, harmful to health or exploitative, nor in any other way that violates general ethical principles, in particular human dignity. The Contractor further warrants that it does not tolerate discrimination and harassment of its employees and will take countermeasures if necessary. The Contractor shall always ensure a safe working environment, comply with all applicable regulations regarding occupational health and safety, minimum wage law, ille-

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gal employment law, health protection and safety, and take appropriate account of environmental protection concerns. The Contractor shall not use any prohibited or unsafe materials or components and shall always ensure the environmentally sound and safe disposal of waste materials.

- 31.4 The Contractor is obliged to inform the Customer immediately in writing of any violations of the above obligations and to explain how the violation was remedied and what measures it has taken to prevent a violation from occurring again. In the event of a serious or repeated breach of obligations, the Customer shall be entitled to withdraw from or terminate all legal transactions with the Contractor without notice.

### **32 Data protection**

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