

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General / Scope

- 1.1. Our Terms and Conditions of Purchase apply exclusively; we do not recognise supplier's conflicting terms or terms that deviate from our Terms and Conditions of Purchase unless we have explicitly agreed to their validity in writing. Our Terms and Conditions of Purchase also apply exclusively when, aware of the supplier's conflicting terms or terms deviating from our Terms and Conditions of Purchase, we accept the supplier's delivery without reservation.
- 1.2. Our Terms and Conditions of Purchase, as amended, also apply to all future contracts of sale and contracts for manufacture and supply with the supplier even where these Terms and Conditions of Purchase are not explicitly included again. In this case, we will immediately inform the supplier of changes to our Terms and Conditions of Purchase.
- 1.3. Individual contractual agreements between us and the supplier take precedence over these Terms and Conditions of Purchase. Such individual contractual agreements are, if no more specific agreements are made in these agreements, supplemented by the present Terms and Conditions of Purchase.
- 1.4. The supplier submits offers free of charge and the supplier's offers are not binding on our part.
- 1.5. All agreements, declarations (in particular purchase orders or the placing of contracts by us) and other information with respect to the business relationship between the supplier and us only become effective if made at least in text form (Section 126b German Civil Code, BGB) unless our Terms and Conditions of Purchase explicitly require a written declaration in which case, however, transmission by telecommunication is sufficient (Section 127(2) BGB). The supplier shall exchange any and all correspondence with respect to the business relationship exclusively with the ordering purchasing department.
- 1.6. Our Terms and Conditions of Purchase only apply vis-à-vis natural persons and legal entities and partnerships with legal capacity exercising their industrial or independent business activity upon the conclusion of the respective supply contract, vis-à-vis legal entities under public law or a special fund under public law.
- 1.7. References to the applicability of statutory provisions are for clarification only. Even without such clarification the statutory provisions apply as far as they are not directly amended or explicitly excluded in our Terms and Conditions of Purchase.
- 1.8. Suppliers whose registered office is in Germany shall confirm a purchase order/delivery schedule received from us within 3 business days. A period of 7 days applies for foreign suppliers. A contract will only be concluded upon the supplier's timely confirmation of the respective order.
- 1.9. Without our prior consent, the supplier is not entitled to have the goods/services owed by the supplier provided/performed by third parties.
- 1.10. Goods or components of goods not listed in a purchase order but which are indispensable for the safe and efficient operation or use of the goods are deemed an integral part of the deliverable and owed by the supplier along with the deliverable without extra remuneration.
- 1.11. The supplier shall, in the supplier's order confirmation, explicitly refer to any environmental and other risks associated with the goods delivered as well as to special treatment of the goods.

2. Prices

- 2.1. Agreed prices are net fixed prices and include any and all costs for packaging, transport to the agreed point of receipt or point of dispatch for customs formalities and customs duty.
- 2.2. To all current purchase orders, the lowest prices and most favourable terms of the supplier recorded in the period between us placing a contract and delivery are applicable; in no event, however, are higher prices or less favourable terms than stated in our purchase orders applicable.
- 2.3. During a current business relationship, the supplier may increase prices for deliverables we order regularly only upon at least three months' notice. Adjusted prices are subject to the guarantee periods agreed from the time they become effective. The adjustment of prices for items not covered by the price guarantee and for items listed under an applicable purchase price list must also be reported in writing.
- 2.4. Authoritative for the payments are the quantities, weights or other measurement unit we have calculated on which the assessment is based.

3. Delivery / Packaging

- 3.1. If and as far as not explicitly agreed otherwise, deliveries are "DDP" (Incoterms) at the place of destination. If the place of destination is not specified and nothing has been agreed otherwise, delivery must be made to our place of business in Hersbruck. The individual place of destination is also the place of performance (obligation to be performed at the creditor's place of business). If we have requested express delivery, only the difference between the freight costs and the express costs may be charged.
- 3.2. The supplier will pack the goods properly to protect them from damage in transit and label the goods in accordance with the statutory provisions. Moreover, the supplier will label the deliverables in the manner prescribed by us or in the manner additionally and separately agreed, where applicable. The supplier is liable for damage due to faulty packaging.
The packaging of any consignment is included in the price. If, in an exceptional case, other agreements have been made between the supplier and us, then the supplier shall charge the packaging at cost price. In this case, the supplier shall choose the packaging prescribed by us. The supplier shall immediately inform us if the packaging we have chosen is not fit for the safe and proper packing of the deliverable.
- 3.3. The goods must be delivered on the agreed cargo-handling and loading equipment. The supplier shall label all cargo-handling and loading equipment with our or-

der number, item number, and quantity. One pallet may only contain one variety. We may repack or relabel goods that have not been properly delivered at the supplier's cost.

3.4. The goods receiving hours for any individual point of receipt can be found in the delivery guidelines unless and as far as they are not explicitly specified in the purchase order. Deliveries outside these hours are not accepted.

4. Documents

- 4.1. A dispatch note must be enclosed with all consignments. In addition to the standard specifications, our order number, our item numbers, and the delivery address stipulated in the purchase order must compulsorily be included on any dispatch note. In the case of deliveries in instalments, the remaining quantity still to be delivered must be indicated. If there is no dispatch note or the information on the dispatch note is incomplete, resulting delays in processing are not attributable to us.
- 4.2. The supplier shall notify us of consignments ≥ 5 euro pallets 2 days before the scheduled delivery at the latest. For this purpose, the supplier shall send a copy of the dispatch note stating the number of pallets and their logistical data to the e-mail address "purchase.avisierung@fackelmann.de". Delays in receiving or rejecting the delivery because no or incorrect prior notification has been given are at the supplier's expense.
- 4.3. The supplier's invoices must contain our order number, our item numbers, as well as any and all information required by law. The legally applicable value-added tax must be shown separately in the invoice.
The supplier shall send us the original invoice directly; it must not be enclosed with the consignment. For transmitting invoices via email, please use only our central email address "purchase.invoice@fackelmann.de". Delays in the processing of invoices because invoices have been sent to another email address are not attributable to us.

5. Delivery Date / Lead Time

- 5.1. The delivery dates and deadlines agreed on are binding. Compliance with these time limits is determined by receipt of the goods at our premises or the agreed place of delivery. The lead time is two weeks from the conclusion of the contract if no lead time has been specified in the purchase order or otherwise agreed. No period of grace needs to be granted in order for the supplier to fall in delay with delivery after the expiry of the deadline.
- 5.2. The supplier shall inform us of circumstances that prolong the regular lead time communicated to us (for instance business holidays) 8 weeks in advance.
- 5.3. The supplier is obliged to inform us immediately if circumstances occur or if circumstances become apparent to the supplier that give legitimate cause for concern that agreed delivery or performance dates cannot be met. This also applies if the delays in delivery are not attributable to the supplier. If the infringement of the obligation to inform is attributable to the supplier, we are entitled to compensation of the damage incurred from the supplier.
- 5.4. We are entitled to refuse receiving the goods/services if and as far as due to force majeure, interruptions of operations, strikes or lock-outs, other unrest or administrative rulings, we are prevented from receiving the goods/services and the reasons thereof are not attributable to us. In such a situation, the time of formal acceptance is delayed by the duration of the impediment and we are not in delay with acceptance. If these impediments last more than one month, the supplier is entitled to withdraw from the contract but cannot raise any further claims against us. If partial deliveries have been made and if we are interested in keeping the goods/services already delivered, the consequences of withdrawing from the contract are restricted to the part of the goods/services not yet delivered.
- 5.5. The supplier shall always explicitly offer performance even if a determined or determinable calendar time for an act or cooperation on our part has been agreed. If we are in delay with acceptance, the seller may demand compensation of the additional costs pursuant to the statutory provisions (Section 304 BGB). If the contract is in respect to a non-fungible item (single piece work) to be produced by the supplier, the supplier only has more extensive or further rights if we have agreed to cooperate and the failure to cooperate is attributable to us.
- 5.6. We reserve the right to return the deliverables to the supplier at the supplier's costs or to refuse delivery if delivery is effected earlier than agreed. If we do not return early deliveries, the goods are stored at the supplier's account and risk until the delivery date. We may charge costs for warehouse rent, storage and fire insurance. However, insurance is not obligatory.
- 5.7. We accept partial deliveries only upon explicit agreement. If partial deliveries have been agreed, the exact remaining quantity must be stated in the delivery documents.
- 5.8. If there is a delay in delivery, we have the statutory rights. In particular, we are entitled to withdraw from the contract and demand damages in lieu of performance after the futile expiry of a reasonable period. If we demand damages, the supplier has the right to produce evidence that the breach of duty is not attributable to the supplier. Acceptance of a late delivery does not include a waiver of claims for damages and the contractual penalty.
- 5.9. In the event of a delay in delivery where fixed dates have been agreed, we are entitled to demand a penalty amounting to 0.3 % of the net delivery value per business day but not exceeding a total of 5 % of the net delivery value; we reserve statutory and contractual claims beyond this, in particular claims for damages against which the penalty is fully set off.

6. Payments, Discounts, Bonuses

- 6.1. The price owed by us for the deliverables is due for payment within 30 calendar

days from complete delivery (including formal acceptance, if agreed) as well as receipt of the complete and accurate dispatch note and a correct invoice but not earlier than within 30 calendar days from the agreed delivery date. When we pay within 14 calendar days, the supplier grants us a cash discount of 3 % on the net invoice amount.

6.2. Our payment is deemed timely when we arrange payment during each next weekly payment run following the related due date. We are not responsible for delays by the banks involved in the payment procedure.

6.3. We do not owe interests accruing from the date of maturity. The interest on arrears is 5 percentage points above the base lending rate every year. The statutory provisions are authoritative for determining the first day on which we are in delay, whereby, where applicable and by way of derogation, a written reminder by the supplier is mandatory in any case.

6.4. We pay with a means of payment of our choice. The exclusive place of performance for the fulfillment of our payment obligations is our place of business.

6.5. Payments do not constitute a waiver of notices of defect(s), if any, and do not constitute acknowledgement of performance in compliance with the contract.

6.6. We have rights of offset and rights of retention as well as the defence of lack of performance of the contract against the supplier to the extent provided by law. In particular, we are entitled to retain due payments as long as we have claims from incomplete or defective performances against the supplier.

6.7. The supplier has a right of offset or retention only for pecuniary claims that have been established by a court of law or are undisputed.

6.8. The assignment of claims against us by the supplier is subject to our consent.

6.9. If there are bonus agreements for our benefit with the supplier, the supplier, without request, shall render account on the bonuses upon expiry of the individual period agreed at the latest. If no period is agreed, the supplier shall render accounts annually, for the previous year by 31.03. of any subsequent year at the latest. The bonus' due date is not postponed by the foregoing.

7. Liability for Defects / Warranty

7.1. We are obliged to inspect the goods for quality and quantity variances immediately upon delivery by the supplier to the extent this is feasible in the ordinary course of business. Obvious defects are notified timely when the supplier receives the notification of defects within a period of five business days, calculated from receipt of the goods; hidden defects are notified timely when the supplier receives the notification of defects within ten business days from their discovery. If we make a notice of defect later than herein agreed due to circumstances not attributable to us, it will still be deemed timely.

7.2. We are entitled to inspect the delivered goods on the basis of random samples and, without prejudice to other claims, refuse all defective goods or, at the supplier's cost and risk, inspect the goods 100% and demand replacement of the parts that are defective. In this respect, the supplier waives the objection of late notification of identified defects.

7.3. If there is a specific quality assurance agreement between the supplier and us, the obligation to inspect is limited to damage in transit, identity, and quantity check.

7.4. We have all statutory claims for defects in full; in each case, we are entitled to demand from the supplier, at our free option, to either remedy the defect(s) or deliver a new item. We explicitly reserve the right to damages, in particular to damages in lieu of performance. By way of derogation from Section 442(1) Sentence 2 BGB, we also have unrestricted claims for defects if we have remained unaware of the defect upon conclusion of the contract owing to gross negligence.

7.5. If the supplier does not meet its obligation of subsequent performance – at our free option either by remedying the defect (subsequent improvement, "Nachbesserung") or by delivering a non-defective item (substitute delivery, "Ersatzlieferung") – within a reasonable deadline set by us, we may remedy the defect or have it remedied by a third party and demand from the supplier compensation of the expenses incurred or an advance payment in the corresponding amount. If the supplier's subsequent performance failed or if it cannot reasonably be expected for us (for instance due to special urgency, the prevention of imminent danger to body, life, or health, or the prevention of larger damage in an amount exceeding 50% of the net delivery value), no deadline must be set; we will immediately, if possible in advance, inform the supplier of such circumstances.

7.6. In addition, if there are defects in title in the deliverable attributable to the supplier, the supplier indemnifies us against any third party claims.

7.7. In addition to the claims for defects, we have all of our statutory recourse claims within a supply chain (recourse against suppliers under Sections 478, 479 BGB) without restriction. We are in particular entitled to demand exactly the kind of subsequent performance (subsequent improvement or substitute delivery) from the supplier we owe to our customer in the individual case. This does not restrict our statutory option (Section 439 (1) BGB). We will inform the seller and, summarising the facts, request a written statement before we recognise or meet a claim for defects (including compensation for expenses under Sections 478 (3), (439) (2) BGB) raised by our customer. If no statement is provided within a reasonable period and if no mutually agreed solution is brought about, the claim for defects effectively allowed by us is deemed owed to our customer; in this case, it is for the seller to prove the contrary. Our claims under recourse against suppliers are also applicable when the goods have been processed, for instance have been built into another product, before we or one of our customers sell or sells them to a consumer.

7.8. The supplier here and now assigns to us, as a security, claims for defects against the supplier's presupplier (or, in the case of supply of services, the supplier of services) that the supplier has due to the performance effected for us. However, the supplier continues to be authorised to raise these claims in the supplier's own name in the ordinary course of business. The assignment serves to secure the claims for defects we have against the contractual partner.

We will disclose this assignment of the claims to the presupplier (or supplier of ser-

vices) and raise these claims independently only when the contractual partner is in delay with performance of our claims for defects against it and we have twice set a reasonable period of grace for the contractual partner, under threat of disclosure of the assignment to us, which unsuccessfully lapsed. A deadline does not need to be set if it is unfeasible (for instance if the contractual partner is insolvent). The business partner's authorisation to raise the claims expires upon our due disclosure. The above provisions on the assignment by way of security apply, with the necessary modifications, to claims the contractual partner has against the presupplier (supplier of services) in relation to the goods/services obtained to this extent from tort or other statutory bases of claim when we have claims of a similar nature against the contractual partner.

8. Period of Limitation

8.1. The contractual partners' mutual claims become statute-barred in accordance with the statutory provisions unless otherwise specified hereinafter.

8.2. By way of derogation from Section 438 (1) no. 3 BGB, the general limitation period for claims for defects is 3 years from the passing of risk unless the national law applicable to the related purchase order provides for a longer period or if otherwise agreed in writing. Where formal acceptance has been agreed, the limitation period commences upon the formal acceptance. The limitation period as specified in sentence 1 accordingly applies also to claims from defects in title but the statutory limitation period for real claims of restitution of third parties (Section 438 (1) no. 1 BGB) remains unaffected; furthermore, claims for defects in title in no event become statute-barred as long as the third party may still assert the right – in particular because the limitation period has not expired – against us.

8.3. If the supplier, with our consent, submits to an investigation of whether a defect exists or the defect has been remedied, the limitation period is suspended until the supplier has informed us of the investigation result or declares to us that the defect has been remedied or as long as the supplier refuses to continue remedying the defect.

8.4. If the supplier's supply of goods or services is a supply that has defects, the limitation period specified in paragraph 8.2 is extended by the time the supply of goods or services with defects cannot be used, however, not beyond the expiry of 42 months from the passing of the risk or formal acceptance.

8.5. The limitation periods under sales law including the above extension apply – to the extent permitted by law – to all contractual claims for defects. In so far as we also have non-contractual claims for damages for a defect, the statutory standard limitation period (Sections 195, 199 BGB) applies unless application of the limitation periods under sales law would, in the individual case, lead to a longer limitation period.

9. Quality / Origin

9.1. The supplier is obliged to provide us with free samples for approval before the start of the mass production of the goods we have ordered. We are at liberty to withdraw from the contract if the supplier has twice provided unacceptable samples.

Mass production must conform 1:1 to the sample's quality.

9.2. We are entitled to demand from the supplier to present certificates of inspection as to the deliverables.

9.3. If bodies competent for the monitoring of the production and product safety initiate investigations or lodge a complaint with us for a product manufactured by us and to whose production the supplier has contributed or for alleged infringements of the law by such product, the supplier agrees to provide us, upon our request, with any support here the supplier can reasonably be expected to provide, in particular to grant the competent bodies' employees unrestricted access to the supplier's production sites and to furnish information on the supplier's production processes.

9.4. The supplier may deliver deliverables that are labelled with a trademark protected for us or have a corresponding equipment and/or are packed in our original packaging exclusively to us or a third party designated by us. If goods labelled as such are rejected as defective, the supplier shall render them unusable at the supplier's cost immediately. If the supplier fails to meet the supplier's obligation to render the goods unusable notwithstanding a written warning specifying a deadline, we are entitled to withdraw from the contract.

Where an infringement of any of the above-mentioned obligations is attributable to the supplier, we are, in addition, entitled to demand from the supplier to surrender what the supplier has acquired from the infringement or compensation of the damage sustained by us.

9.5. If the deliverables are goods with preferential origin status, the supplier is obliged to issue a long-term supplier's declaration for goods with preferential origin status regarding these deliverables. The supplier shall forward this long-term supplier's declaration upon the first delivery of the respective deliverables at the latest. The supplier shall immediately and without request inform us of a change of the preferential origin status of deliverables. The supplier will be liable for any and all disadvantages caused to us by the fact that the supplier culpably fails to issue a possible long-term supplier's declaration or give immediate information on the change of the preferential origin status of deliverables or the supplier's declaration or information is improper or late. Where required, the supplier shall produce evidence on the information provided in the long-term supplier's declaration on the origin of goods by means of a print-out confirmed by the supplier's customs office.

10. Product Liability

10.1. If and to the extent that the supplier is responsible for damage in connection with a product ("Produktschaden"), the supplier is obliged to indemnify us, upon our first request, against all third party claims for damages in so far as the reason thereof is within the supplier's control and organisational sphere and the supplier itself is liable vis-à-vis third parties. In addition to damages to third parties, the supplier's obligation to compensate damage also includes reasonable and usual costs for legal defence, recall costs, inspection costs, costs for installation and disassembly, as well

as administrative and other expenses we incur for the settlement of claims.

10.2. Under the supplier's obligation to indemnify us, the supplier is also obliged to reimburse reasonable expenses, if any, under Sections 683, 670 BGB and Sections 830, 840, 426 BGB arising out of or in connection with a recall campaign of ours. We will inform the supplier - if and to the extent possible and reasonable - about the object and scope of the recall campaign to be implemented and give the supplier the opportunity to comment on it. Other statutory claims remain unaffected.

10.3. The supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 5,000,000.00 for any injury to persons/property damage for each individual contract term. The supplier shall provide us with evidence on the aforesaid insurance coverage upon our first request.

10.4. Claims beyond this which we have by operation of law or under the other provisions of these Terms and Conditions of Purchase remain unaffected.

11. Confidentiality – Data Protection – Documents

11.1. All commercial or technical or product-related information, formulas and data of any kind whatsoever made accessible by us, including features that are to be gathered, for instance, from the objects, documents or data handed over, and other knowledge or experiences, are, as long as and to the extent that they are not demonstrably public knowledge, to be kept in confidence from third parties and may be made available in the supplier's own business only to such persons as necessarily have to be brought in for their use for the purpose of supply to us and who are also committed to maintaining confidentiality; they remain the exclusive property of us.

11.2. Such information - except for deliveries to us - may not be reproduced or used for commercial purposes without our prior consent in writing. The above confidentiality agreement will remain effective after the termination of the supply relationship. The obligation of confidentiality ceases only when and as far as the knowledge contained in the documents provided has become common knowledge. The above-mentioned duty to observe confidentiality does not exist if and as far as the supplier can demonstrate that the supplier has lawfully and independently developed the information transmitted before its disclosure or if it has become public knowledge by a written statement on our part.

11.3. Upon our request, all information and data originating from us (including copies or records made, if any) and items provided on loan must be returned to us completely and without delay or be destroyed and their destruction be confirmed in writing. If the information provided to the supplier is embodied in data, the data must be completely deleted and their deletion be confirmed in writing without delay upon our first request at any time. Where data are transmitted in that way, we are also entitled to claim that a declaration of discontinuance with an adequate penalty clause be made for the future processing of data. We retain all rights in this information and data (including copyrights and the right to exercise industrial property rights such as patents, utility models etc.). As far as they have been made accessible to us by third parties, this reservation of rights also applies in favour of these third parties.

11.4. Licenses or warranties are not associated with the information and/or data transmitted to the supplier.

11.5. Products manufactured on the basis of documentation drafted by us such as drawings, samples, models and the like, or based on our confidential information or with our confidential information unknown to the public or manufactured with our tools or with tools modelled on our tools, may neither be used by the supplier itself nor offered or supplied to third parties.

12. Property Rights / Property Rights of Third Parties

12.1. The supplier is liable, under the statutory provisions, to the effect that no rights of third parties (in particular exclusive distributorship agreements or property rights such as patents, trademarks, utility models, industrial designs, copyrights in the country of delivery) are infringed in connection with the supplier's delivery. Liability is excluded when the supplier demonstrates that at the time the supplier delivered the deliverable, the supplier had no knowledge and had no means of knowledge of the existence or the future arising of such rights.

12.2. If we are made liable by a third party due to an infringement of such rights attributable to the supplier, the supplier will be obliged to indemnify us against these claims upon our first request. The supplier's obligation to indemnify us relates to all expenses necessarily incurred to us from or in connection with us being made liable by a third party.

12.3. The limitation period for the liability for the infringement of property rights commences once the claim has arisen and we become aware or, with no gross negligence, should have become aware of the circumstances giving rise to the claim. The limitation period does not exceed 3 years from delivery of the deliverable.

13. Retention of Title / Assists

13.1. Title passes to us on us taking delivery of the goods. Extended title retention ("Kontokorrentvorbehalt") on the part of the supplier is excluded. An equivalent exclusion is deemed agreed once we have accepted the goods for processing. If the supplier duly exercises its right of retention of title against us, we will not be liable for any decrease in value and/or loss of profit.

13.2. If the supplier is entitled under the terms of the contract to demand partial anticipated payment, we here and now agree with the supplier that we acquire title to the object of performance subject to the suspensory condition of making partial anticipated payment.

13.3. Tools, material, substances, parts, containers and packaging we have provided to the supplier will remain our property and may be used by the supplier exclusively for effecting contractual performance to us.

13.4. If we provide the supplier with parts as assists, we will retain title to those parts (goods subject to retention of title). The processing or transformation by the supplier

are done for us. If our goods subject to retention of title are processed or inseparably mixed with other items that do not belong to us, we will acquire co-ownership of the new item pro rata of the gross value of our item (purchase price plus VAT) to the other items processed at the time of processing. Should the processing or mixing be such that the object of the supplier is to be regarded as the main object, then it is deemed agreed that the supplier assigns to us proportionate co-ownership of the main object pro rata of our item's gross value (purchase price plus VAT) to the other items processed at the time of processing.

13.5. The supplier is obliged to treat and store the items that are our full or pro rata property with care and will insure those items in their replacement value against damage from fire, water or theft at supplier's cost. Simultaneously, the supplier here and now assigns to us all rights to indemnity under the insurance contract; we hereby accept the assignment.

13.6. The supplier is obliged to make in time any necessary preventive maintenance work on and inspections of as well as all maintenance and corrective maintenance work on our tools provided to the supplier at supplier's cost. The supplier shall immediately inform us of any incidents; should the supplier culpably fail to do so we will have a claim for damages in the event of damage.

14. Final Regulations

14.1. Reference may be made to the business relationship with us for advertising purposes or as a testimonial vis-à-vis third parties only upon our consent.

14.2. The supplier agrees to fully comply with the relevant labour and social security law provisions, in particular also the provisions of the German General Act on Equal Treatment (AGG), for the personnel employed. The supplier also agrees to fully comply with the relevant provisions on the prevention of child labour and for the protection of minors. Moreover, the supplier shall ensure that the aforesaid provisions are also complied with by the supplier's subcontractors. Should the supplier violate the above-mentioned obligations, we will be entitled to withdraw from all contracts concluded in the event of a repeated infringement following a prior written warning.

14.3. Should the whole or any portion of a present or future provision of these General Terms and Conditions of Purchase or the contract of which these General Terms and Conditions of Purchase form an integral part be or become ineffective/void or unimplementable, this will not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase and the contract of which these General Terms and Conditions of Purchase form an integral part unless the contract's implementation - even taking into account the provisions stated below - was an unreasonable hardship for a party. The same applies when, after the conclusion of the contract, a gap that requires to be filled is identified. Section 139 BGB (partial invalidity) is explicitly excluded. Where the invalidity of a provision is based on a fixed criteria of the service or the time (time limit or date) in the provision, then the provision is to be agreed with the legally permissible time that comes as close as possible to the original time frame.

14.4. The law of the Federal Republic of Germany applies exclusively.

14.5. The language of contract, case, and court is German.

14.6. The application of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) - UN Sales Law - is excluded.

14.7. If the seller is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive legal venue is the place of our company's registered office. However, we are also entitled, at our free option, to sue the supplier at the place of the supplier's registered office or at the place of performance.