

**General Terms and Conditions of Purchase**  
Spohn & Burkhardt GmbH & Co. KG  
Version: August 2023

**Table of Contents**

§ 1	Scope .....	2
§ 2	Order, Quotation, Formation of Contract .....	2
§ 3	Scope of Performance .....	3
§ 4	Prices and Payment Conditions .....	4
§ 5	Models, Drawings, Logo .....	4
§ 6	Time of Delivery, Delivery Default .....	5
§ 7	Transfer of Risk, Delivery .....	6
§ 8	Nature and Quality of the Goods .....	6
§ 10	Claims in recourse against Supplier .....	8
§ 11	Acceptance .....	9
§ 12	Force Majeure .....	10
§ 13	Industrial property rights, right of use .....	10
§ 14	Retention of Title .....	11
§ 15	CE-Conformity Declaration / Declaration of the Manufacturer/Certificates .....	13
§ 16	Confidentiality .....	13
§ 17	Place of Performance, Venue, Applicable Law, Severability, Interpretation of legal terms and phrases .....	14

## **§ 1 Scope**

1. These General Terms and Conditions of Purchase (hereinafter: GTC) shall apply to all our purchases, including but not limited to the purchase of goods, the commissioning of work performances and the order of services in accordance with the contract concluded between us and the contracting party (hereinafter: Supplier).
2. These GTC shall apply exclusively. These GTC shall apply to any future orders placed with the Supplier without any further reference being made. These GTC shall apply to all future transactions as well as to all business contacts with the Supplier, such as, for example, the initiation of contractual negotiations or the initiation of a contract, even if these GTC are not expressly agreed or referred to. The validity of the Supplier's General Terms and Conditions is expressly contradicted.
3. Any deviating terms and conditions of the Supplier shall not be applicable without our prior written consent. We expressly contradict the validity of the Supplier's general terms and conditions. These GTC shall also apply in case we unreservedly accept the performance of the Supplier.
4. Previous agreements and previous versions of our GTC shall be superseded by these GTC.
5. The execution of our delivery, performance or service ordered shall be deemed as acceptance of the validity of these GTC.

## **§ 2 Order, Quotation, Formation of Contract**

1. We place our orders, order amendments or delivery calls in writing, by remote data transmission, i.e. by e-mail or fax. In case of doubt, the content of oral agreements and agreements made by telephone (discussions) shall only be binding if confirmed by us in writing.
2. Any order, amendment to an order as well as any call for delivery shall be confirmed by the Supplier in writing without undue delay. If we submit an offer by placing an order, such offer can only be accepted in writing within 5 working days of receipt. In the event that our order is placed with a shorter delivery period, the confirmation must be received by us in a reasonable time prior to dispatch. The Supplier shall be obliged to state our order number when issuing the order confirmation. Orders placed by us based on an existing quotation must be confirmed within 3 working days of receipt of the order confirmation. Delivery calls shall be deemed binding if the Supplier fails to object them within seven working days after receipt.
3. Quotations or cost estimates submitted to us by the Supplier shall be deemed binding. They

shall be provided by the Supplier free of charge.

4. The Supplier shall be obliged to quote our reference numbers as provided within our non-binding enquiry and/or our written order for all correspondence. Our order number, article number, provided that this has already been assigned by us, as well as the name of the contact person within our company must be indicated by the Supplier
5. Any reference to our business relationship for the purpose of advertising and/or for the use of reference documents and/or for the use of our trademarks and signs shall be subject to our prior written consent.

### **§ 3 Scope of Performance**

1. The Supplier shall be obliged to deliver or perform the delivery/performance/service ordered by us in accordance with its contractual obligations. Deviations shall only be permitted upon our written consent. The Supplier warrants that the delivery/performance/service is carried out using suitable materials and complies with the state of the art, the statutory and regulatory safety provisions as well as the environmental protection provisions applicable by law or which have already been passed subject to a transition period and are due to come into effect.
2. The Supplier must pack the products exercising due commercial care. Several items of a consignment are permitted to be delivered in one transport container, but must be packed separately and be identifiable.
3. If we place orders for products the Supplier manufactures according to a drawing, sketch or model provided by us, then the Supplier must, at our request, submit a test report of the delivered goods, indicating the product characteristics such as dimensions, etc.
- 3.1 If the Supplier effects modifications regarding the composition of the material used or the design of its products or performance compared to previous deliveries or performances of the same kind provided to us, then the Supplier must inform us without undue delay. Any modifications require our prior written consent.
- 3.2 The Supplier shall execute the orders placed within its own business. Any assignment of orders to third parties requires our written consent. In the event that our contract with the Supplier includes consultancy services or other services which, according to their content, require personal performance by a specific person on the subject thereof, the Supplier shall be obliged to perform the services personally by the respective person.

#### **§ 4 Prices and Payment Conditions**

1. The agreed prices shall be deemed to be firm prices. In the event that no prices are specified in the order, then the Supplier's list prices shall apply with the deductions customary on the market. If the Supplier subsequently reduces the prices for the ordered products prior to the delivery, the reduced prices shall apply.
2. Payment periods shall start from the stipulated date of delivery or performance, at the earliest from the date of receipt of the goods or the date of complete performance, acceptance of the same - if agreed or provided for by law - and proper invoicing. Where the issue of further certificates or material inspection certificates has been agreed, the payment periods shall not start before receipt thereof. Any such documents shall form an integral part of the delivery and shall be submitted no later than five days after receipt of the goods or invoice.
3. Unless otherwise agreed in writing, we shall effect payment within 14 days after delivery and receipt of the invoice with a 3% discount or net within 60 days after receipt of the invoice.
4. We shall be entitled to rights of set-off and retention in accordance with the statutory law; claims against us may only be assigned to third parties with our written consent. Payments made shall not be deemed to be an approval of the performance as being in conformity with the contractual obligation.

#### **§ 5 Models, Drawings, Logo**

1. If, within the scope of a delivery/performance, we provide the Supplier with models, samples, production facilities, tools, measuring and testing equipment, drawings, works standard sheets or other materials within the scope of the delivery/performance/service, we shall retain title to such items.
2. The Supplier hereby acknowledges that drawings or sketches may be subject to copyright protection and that our logos may be subject to trademark protection. The Supplier shall be obliged not to pass on our logo, drawings or sketches or data as well as tools and/or models manufactured on the basis thereof to third parties without our prior written consent or to use them for purposes other than those stipulated in the contract. We shall be entitled to claim a reasonable contractual penalty, which shall be subject to full review by the competent court, for each case of negligent infringement of our copyrights or trademark rights; the Supplier shall be entitled to prove that we have suffered no or less damage.
3. The Supplier shall transfer title to all order-related production equipment, tools and/or

models manufactured by him at our expense to us upon completion of his performance or dispatch of delivery, whichever is applicable. We accept the transfer of title. If such items remain with the Supplier, the transfer shall be deemed to have been substituted by granting the Supplier the use of the production equipment and tools on loan for the purpose of executing the order.

4. If the Supplier manufactures goods on our behalf and with our assistance - e.g. by providing models, drawings, etc. - the goods of the relevant type may be manufactured exclusively on our behalf and delivered and sold to us.

## **§ 6 Time of Delivery, Delivery Default**

1. The delivery date stated on our order shall be binding. The Supplier shall not be entitled to effect deliveries in advance without our consent. Delivery deadlines shall begin to run upon receipt of the order by the Supplier. Receipt of the goods or performance of the service by us shall determine whether the delivery date or the performance period has been complied with. The Supplier shall be in default of delivery if the delivery date is exceeded, regardless of any notice of default being issued.
2. The Supplier shall notify us in writing without undue delay, if the Supplier is unable to meet the agreed delivery date. Such notification obligation shall not affect our rights regarding the Supplier's default.
3. The Supplier may only refer to the failure to provide necessary documents, information or materials to be provided by us if he has sent us a written demand to provide such documents, information and materials and has not received them within a reasonable period of time, provided that we are obliged to provide the latter.
4. Advance deliveries do not affect our agreed due dates for payment. Partial deliveries shall only be accepted upon express agreement of the parties. The quantity remaining to be delivered shall be indicated in the delivery documents. If partial deliveries have not been accepted, the agreed due date for payment shall be determined at the earliest from the date of the comprehensive delivery.
5. If the Supplier is negligently in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default at the rate of 1.5% of the net price per completed calendar week, however, not more than a total of 5% of the net price of the goods delivered in default. We reserve the right to prove that we have incurred higher damages. The Supplier reserves the right to prove that we have incurred no damage

at all or significantly less damage. If the delayed service is accepted, we shall claim the contractual penalty at the latest upon full payment of the purchase price.

## **§ 7 Transfer of Risk, Delivery**

1. Unless agreed different, the goods shall be shipped within Germany to the named place (delivery address): CIP (Incoterms 2020) or, if delivered from abroad, insured and duty paid: DDP (Incoterms 2020) to the delivery address specified by us. For purchase contracts, the risk shall only pass to us upon receipt of the goods unless agreed differently.
2. Delivery bills must be enclosed with all deliveries, and the respective shipping documents must be sent in on the date of departure of the goods. Complete order and article numbers must be indicated in dispatch bills, consignment bills, package addresses, delivery bills and invoices. The VAT ID number of the Supplier must be identifiable. Delivery bills and invoices must be issued in duplicate and must contain the delivery bill or invoice numbers.

## **§ 8 Nature and Quality of the Goods**

1. The Supplier guarantees that the goods are in conformity with the specifications in our purchase orders (including any drawings).
2. If the Supplier changes the type of composition of the processed material or the design of its products or performance compared to similar deliveries or performances previously provided to us, the Supplier shall be obliged to inform us of this circumstance prior to the modification in due time. Changes shall always require our consent.
3. The Supplier shall maintain a quality assurance system which shall include, in particular, the maintenance of the quality standards in the market, regular quality inspections and an outgoing goods inspection. The Supplier shall keep records of such quality assurance and provide these to us upon our request.

## **§ 9 Warranty, General Liability**

1. The Supplier shall be obliged to perform a detailed outgoing inspection of the goods, which shall in particular include an examination of the functionality as well as the specifications of the goods.
2. Goods delivered shall be accepted by us subject to inspection for defects. We shall comply with our obligation to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB) regarding apparent defects in the delivery/performance if we submit a notice of defects within 30 working days after receipt of the goods. In this

respect, our obligation to examine shall be limited to defects which become apparent during our inspection of the goods upon receipt by way of visual inspection including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during our quality control by way of random sampling procedure.

- 2.1** In case we agreed with the Supplier on an outgoing inspection of the goods (e.g. a quality assurance agreement or other similar agreements on outgoing inspections to be carried out by the Supplier), which includes in particular the inspection of the functionality as well as other agreed specifications, then our obligation to inspect shall be limited to defects that can be detected during our incoming inspection of the goods by means of a visual inspection of the goods, as well as of the delivery documents.
- 2.2** If an inspection of the delivery within the period of 30 days is not feasible within the ordinary course of business, we shall notify the Supplier of any apparent defects without undue delay after the inspection and the identification of the defect.
- 2.3** The Supplier waives the objection of late notification of defects in this regard. Notwithstanding our obligation to examine the goods, our notification (notice of defect) shall be deemed to have been given without undue delay and in due time if it is sent within 30 days of discovery or, in the case of apparent defects, of delivery.
- 3.** If the delivery/performance of the Supplier is defective or in case of a breach of duty by the Supplier, we shall be entitled to claim the statutory rights for defects (warranty and liability claims).
- 4.** In case we are entitled to a claim for subsequent performance according to statutory law, the Supplier shall, at our sole discretion, remedy the defect or deliver a defect-free item. The provisions of §§ 439 para. 4 and 635 para. 3 BGB shall remain unaffected. Any additional costs arising from having transported the defective item to a different location following our delivery shall be borne by the Supplier, provided that the transport is in accordance with the intended use of the goods.
- 5.** If the subsequent performance fails or if the Supplier refuses the selected type of subsequent performance, we shall be entitled to withdraw from the contract concerned, reduce the remuneration claim against us or, if the Supplier fails to prove that the Supplier did not breach any of its obligation intentionally or negligently, to claim for damages instead. The same shall apply if any subsequent performance by the Supplier is inappropriate to us. This shall be deemed to be the event, without limitation, if the Supplier, despite being requested to remedy the defect, fails to comply with its obligation without undue delay and if there is a risk of severe danger or major damage. In such events, we shall also be entitled

to perform the defect rectification work by ourselves or by third parties at the Supplier's expense. This shall apply in particular if major damage - including but not limited to claims by our customer due to default - may only be avoided by remedying the defect by ourselves or by third parties appointed by us. We shall inform the Supplier of this. Further legal claims - such as claims for reimbursement of expenses - shall remain unaffected.

6. The limitation period for claims shall be suspended for the period of the Supplier's subsequent performance. The suspension of the limitation period shall begin as soon as we give notice of the defect. The suspension of the limitation period shall end at the time upon receipt of the defect-free use of the delivered goods. With regard to parts subsequently delivered within the limitation period within the scope of the warranty for defects, the limitation period shall begin to run anew on the date of the Supplier's complete fulfilment of our claims for subsequent delivery.
7. The limitation period for warranty claims, including but not limited to claims for damages due to defects, shall be 36 months from the statutory date of the beginning of the limitation period, unless otherwise agreed between the parties. The limitation period of 36 months shall also not apply in the event that the statutory law provides a longer limitation period than 36 months, in which case the applicable statutory limitation period shall apply.
8. If, upon delivery of goods, a material defect becomes apparent within six months of the transfer of risk, the goods shall be deemed to have been defective at the time of the transfer of risk, provided that this presumption is not inconsistent with the nature of the goods or the defect.
9. In case the delivery/performance of the Supplier received is defective in title, then the Supplier shall indemnify us against any claims of third parties in this regard, provided that the Supplier is not liable for the defect in title.
10. The Supplier shall be liable to us without limitation for damages in all forms of any negligent or willful breach of duty, irrespective of whether direct or consequential damages, financial losses or other damage or loss. The Supplier shall also be liable under the German Product Liability Act (Produkthaftungsgesetz), provided that the requirements thereof are met.

## **§ 10 Claims in recourse against Supplier**

1. Our statutory rights of recourse within the supply chain (Supplier recourse pursuant to Sections 478, 445a, 445b or 445c, 327(5) and 327u of the German Civil Code (BGB)) shall be due to us without limitation in the same manner as our statutory claims for defects. In particular, we shall be entitled to claim exactly the type of subsequent performance (repair



or replacement) from the Supplier which we owe to our customer in each individual case. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted.

2. We shall notify the Supplier and request a written statement of the facts from our customer prior to acknowledging or satisfying a claim for defects (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3) and (6) sentence 2, 475 (4) of the German Civil Code (BGB). If a substantiated statement is not provided within reasonable time and if no amicable solution is reached, the claim for defects granted by us shall be deemed to be lawful to our customer. In this case, the Supplier shall bear the burden of proving the opposite.
3. In the event that claims for damages based on a violation of domestic or foreign or official safety regulations or product liability law or based on a defectiveness of our products are raised against us, which are resulting from deliveries or performances of the Supplier, we shall be entitled an indemnity for the damages caused by the Supplier's goods as well as an indemnity against corresponding claims of third parties. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. If the cause of the damage is within the Supplier's sphere of responsibility, the Supplier shall bear the burden of proof in this respect. at fault. If the cause of the damage lies within the area of responsibility of the Supplier, the Supplier shall bear the burden of proof in this respect.
4. The costs to be reimbursed shall also include the costs of any mandatory product recall as well as the related costs of legal action. The Supplier shall be informed of the content and scope of the product recall.
5. The Supplier shall be obliged to maintain a producer's liability insurance for its obligations as a producer of the delivery goods, which shall in particular cover product recall costs. With regard to the amount of the damages covered, a sum appropriate to the risk in the specific case shall be inferred, provided that a specific minimum amount of coverage has not been contractually agreed between the parties. The Supplier shall be obliged, at our request, to provide verification of sufficient insurance cover by submitting relevant documents.

## **§ 11 Acceptance**

1. The following shall apply to work performances requiring acceptance and in cases where we have agreed acceptance with the Supplier: Our acceptance shall be performed after completion of the overall performance. Acceptance must be performed in the form of a formal acceptance procedure. The Supplier shall request us to perform acceptance in due

time. We shall be obliged to perform acceptance provided that the performance requirements for acceptance are met.

2. We may not refuse to perform the acceptance due to insignificant defects. If we do not state acceptance in due time, the Supplier may set us a reasonable time period to provide such statement. The goods or performance shall be deemed to have been accepted upon expiry of the time period provided that we do not declare acceptance in writing within the time period set nor do we inform the Supplier in writing of the defects that still need to be remedied; this legal consequence shall, however, only apply if the Supplier, together with the time period set, has informed us of the consequences of an acceptance that has not been declared or has been refused without stating defects; the information must be provided in text form. We are already authorized to assert defect rights prior to acceptance.
3. We shall be entitled to claim for rights in respect of defects prior to acceptance.
4. We are not obliged to carry out partial acceptances.
5. The remuneration shall be due for payment within 30 days after delivery and acceptance of the goods and issuing of a written invoice by the Supplier.
6. The agreed remuneration shall cover all performances which are necessary for the proper, complete and timely execution of the work performance.

## **§ 12 Force Majeure**

In the event of force majeure or other extraordinary circumstances for which we are not responsible, including but not limited to epidemics or pandemics, industrial disputes, operational disruptions, civil unrest, official measures or other unavoidable events, we may withdraw from the contract in whole or in part or demand performance at a later date, without the Supplier being entitled to any claims against us as a result, provided that the designated events are of not insignificant duration.

## **§ 13 Industrial property rights, right of use**

1. The Supplier shall be liable for any infringement of third party rights in connection with its delivery, provided however that the Supplier is not at fault with regard to the infringement of rights.
2. In the event that claims are filed against us by third parties for such infringement, the Supplier shall be obliged to indemnify us upon first written request against any claims of the third party, provided however that the Supplier is not at fault with regard to the infringement of rights.

3. In the event that claims are filed against us by a third party due to alleged infringement of domestic property rights or property rights with protection in the EU or a member state of the EU or property rights in the country of destination of the delivery or performance, to the extent that this is known to the Supplier, the Supplier shall be obliged to indemnify us against such claims, provided however that the Supplier is not at fault with regard to the infringement of rights. The obligation to indemnify shall apply to all mandatory costs arising from or in connection with the infringement of property rights by a third party.
4. If the Supplier already owns industrial property rights to the deliveries or performances ordered or to processes for their production, these shall be notified to us on request, stating the relevant registration number, and we shall be granted an unlimited, free-of-charge, non-exclusive right of use to the extent necessary to achieve the contractually agreed purpose.
5. We shall be the exclusive owner of any industrial and other property rights arising in the course of the execution of the order. Should such rights arise for the Supplier by way of exception due to mandatory statutory provisions, the Supplier shall grant us the exclusive use of the results of the order free of charge and without any restrictions in terms of location, time or subject matter.
6. If the Supplier already owns industrial property rights to the deliveries or performances ordered or to methods for their manufacture, these shall be notified to us on request, stating the relevant registration number; we shall then be granted a non-exclusive right of use free of charge and for an unlimited period of time.
7. If the Supplier is obliged to deliver any documents in fulfilment of the order, the Supplier shall provide us with and transfer ownership of such documents at the due date; the Supplier shall have no right of retention.
8. We shall be granted the irrevocable, exclusive, locally unrestricted, free of charge and transferable right to all copyright-protected work results of the Supplier which have been created on the basis of the performance of the contract, at the time of their creation and in perpetuity, to use the work results in all - even as yet unknown - types of use, in particular to reproduce them, to make them accessible on the Internet, to develop them further or to change them.

#### **§ 14 Retention of Title**

1. We reserve title to all items, including but not limited to tools, samples, prototypes or models, which have been handed over to the Supplier. The Supplier undertakes to maintain strict confidentiality in this regard and to return them immediately upon our request. The

transfer to third parties or the use for own purposes (with the exception of the provision of performances for us) is not permitted. Goods subject to a retention of title shall not be pledged to any third party or assigned as security. The Supplier must inform us without undue delay in text or written form if and to the extent that any third party accesses goods belonging to us.

2. We receive title to goods manufactured at our expense (e.g. moulds, tools, devices) from the Supplier upon manufacture of the goods or upon dispatch of the delivery. We accept the transfer of title. If the goods should remain with the Supplier, we receive title to them upon their creation at the Supplier's premises, irrespective of the fact that we do not obtain direct possession of the goods. The delivery shall then be deemed to be replaced by the fact that the goods are temporarily and on loan enclosed with the Supplier for the purpose of executing the order. Modifications to this may only be made upon our written consent. The Supplier shall be liable in the event of any damage and/or loss in accordance with the statutory provisions.
3. In case we participate in the construction costs with regard to such goods, the Supplier shall transfer title to us in proportion to our participation in the total construction costs. We accept the transfer of title. The Supplier shall only be entitled to use the production equipment, tools or models encumbered with our co-title for the benefit of other purchasers upon our prior written consent.
4. The transfer of title of the goods to us by the Supplier must be effected unconditionally and without regard to the payment of the price. If, however, in an individual case we accept an offer of transfer of title by the Supplier that is conditional on payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the ordinary retention of title extended to the resale). This excludes all other forms of retention of title, including but not limited to the so called extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
5. If we enclose models, samples, production equipment, tools, measuring and testing equipment, drawings, works standard sheets, printing templates or other materials to be provided to the Supplier within the scope of a delivery/performance, we shall retain title to these. They shall be stored by the Supplier with the due care and diligence of a prudent businessman free of charge and separately from other items in its possession, marked as

our property and used by the Supplier only for the purpose of fulfilling our delivery/performance. Models and tools made available to the Supplier shall be insured by the Supplier against risks such as fire, water, theft and loss at the Supplier's expense.

## **§ 15 CE-Conformity Declaration / Declaration of the Manufacturer/Certificates**

1. Delivery goods must comply with all applicable regulations, directives and standards relating to the respective goods and must be accompanied by the prescribed certificates and confirmations. If a declaration of manufacturer or a conformity declaration (CE) is required for the goods, the Supplier must prepare these and make them available immediately on request at its own expense. Delivery goods must not be subject to any export or boycott restrictions and, in particular, are not covered by Annex I of the EC Dual-Use Regulation. If the delivery goods were to be shipped abroad by us, the Supplier shall be obliged to provide us with the relevant documents for submission to the Federal Office of Economics and Export Control (BAFA) upon request.
2. In case the delivery or performance includes delivery goods that are subject to authorisation according to the Export Control List / ECCN, the Supplier shall inform us of this separately or in the order confirmation.
3. The Supplier shall be obliged to enclose a declaration of origin with each delivery.

## **§ 16 Confidentiality**

1. The Supplier undertakes, during the term of the contract, to keep secret all information which becomes accessible to him in connection with the contract and which is designated as confidential or which is recognisable as being a business or trade secret due to other circumstances ("Confidential Information"), and further undertakes not to record or pass on any such Confidential Information to any third party or exploit such information in any way, unless this is expressly approved in writing beforehand or required to achieve the purpose of the contract. This confidentiality obligation shall remain in force for a further five years after the complete performance or ending of the related order.
2. The Supplier's obligations under Clause 1 shall also apply to business secrets within the meaning of § 2 Clause 1 of the German Business Secrets Act (GeschGehG).
3. The Supplier undertakes to protect business secrets within the meaning of § 2 No. 1 GeschGehG the same way as other Confidential Information from being obtained by third parties by means of confidentiality measures that are appropriate under the circumstances. The secrecy measures shall at least correspond to the level of care customary in the trade

as well as the level of protection that the Supplier applies to its own trade secrets of the same category.

4. The above shall not apply to any information which,
  - was already known to the Supplier before the start of the contract negotiations or which are communicated by third parties as non-confidential, provided that these do not violate confidentiality obligations on their part,
  - to the Supplier has developed independently,
  - is or becomes publicly known through no fault or action of the Supplier, or
  - which must be disclosed due to legal obligations or official or court orders.

In the last situation the Supplier shall notify us without undue delay before any disclosure. If the Supplier claims one of the above exceptions to be applicable, the Supplier shall bear the burden of proof in this respect. Further obligations in relation to confidentiality existing at law shall remain unaffected hereby.

5. The Supplier shall not be entitled to obtain trade secrets or other Confidential Information by observing, examining, dismantling or testing an item or object within the meaning of Section 3 (1) GeschGehG ("Reverse Engineering"), unless the item or object has been made publicly available.

## **§ 17 Place of Performance, Venue, Applicable Law, Severability, Interpretation of legal terms and phrases**

1. The place of performance shall be our place of business in Blaubeuren, Germany.
2. The exclusive place of jurisdiction for all disputes arising between the parties from the contractual relationship shall be the district court of Ulm, Germany, provided that the Supplier is a merchant, a legal entity under public law or a special fund under public law or the Supplier does not have a general place of jurisdiction in the Federal Republic of Germany or relocates its place of jurisdiction abroad. Notwithstanding the above, we shall be entitled to commence legal proceedings in relation to the assertion of any claim against the Supplier at its general place of jurisdiction.
3. If any provision of these General Terms and Conditions of Purchase is or becomes invalid, this shall not affect the effectiveness of any other provisions or agreements.
4. German law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
5. Based on the applicable German law the following specific legal terms and phrases within these General Terms and Conditions for the Provision of Goods and Services shall be

interpreted as follows:

- assurance (Zusicherung)
- cardinal obligations (Kardinalpflichten)
- completion (Fertigstellung)
- damages (Schadensersatz)
- domicile (Wohnsitz)
- executives (leitende Angestellte)
- for good cause (aus wichtigem Grund)
- goods; singular: item (Produkt(e), Ware(n))
- handover (Übergabe)
- input tax amounts (Vorsteuerbeträge)
- intentional or grossly negligent breach of duty (vorsätzliche oder grob fahrlässige Pflichtverletzung)
- nature of the work (Beschaffenheit des Werkes)
- performance (Leistung)
- recourse (Rückgriff)
- rectification (Nachbesserung)
- reduction in price (Preisminderung)
- replacement delivery (Nachlieferung)
- slight negligence (einfache Fahrlässigkeit)
- subsequent performance (Nacherfüllung)
- subsequent performance or ancillary duties
- quality agreement (Beschaffenheitsvereinbarung)
- text (Textform)
- withdraw (zurücktreten)
- withdraw from the contract (Rücktritt)
- without undue delay (Unverzüglich)
- work (Werk)
- work performance (Werkleistungen)
- work performance contract (Werklieferungsvertrag)
- written form (Schriftform)