

**General Procurement Terms, as of October 2020, for the Use in Business Transactions**

**1. Validity**

- 1.1 These general procurement terms apply exclusively to all our purchases and orders, and apply in addition to any individual contractual agreements, our basic procurement agreements and statutory provisions, for business transactions between us and vendors, suppliers, service providers, herewith referred to as the supplier. Conflicting or differing procurement terms of the supplier do not apply, unless explicitly accepted in writing. These procurement terms also apply if we implicitly accept delivery of goods or services from the supplier where we are aware of any provisions by the supplier conflicting or differing from these procurement terms.
- 1.2 For on-going business relationships these procurement terms also apply to all future contracts.

**2. Offers, Orders and Variations**

- 2.1 The preparation of offers, preliminary studies, samples and similar services shall take place free of charge, unless explicitly agreed otherwise. This also applies to any visits by the supplier. We are not obliged to place an order. The offer is to state any deviations from the request. The supplier is bound to its offer for at least one month.
- 2.2 We remain the copyright owner on any documents that we make available to the supplier for the purpose of preparing an offer. The documents are to be returned without due delay and free of charge where an offer is not made or at the end of the procurement process.
- 2.3 Supply contracts (orders and acceptance of goods) and call-offs as well as any amendments and additions are to be made in writing. Orders, call-offs as well as any amendments and additions may also be made by electronic data transmission or by telex. Verbal agreements or those made by telephone shall be confirmed in writing.
- 2.4 Upon receipt the purchase order shall be validated for its completeness, legibility, and apparent errors. We are to be notified without due delay of any incompleteness, ambiguities and recognised errors. The purchase order(s) shall be acknowledged in writing within two working days following its receipt, and shall indicate the binding delivery schedule and price. We reserve the right to revoke our purchase order until we have received the purchase order acceptance. Any amendments especially in the delivery schedule and price shall be clearly marked and require our written confirmation. Confirmed prices shall be fixed. Call-offs shall be binding where the supplier does not disagree within two working days of receipt. For blanket orders raw materials shall be acquired only up to the approved quantity. For call-orders parts are only to be produced up to the approved quantity.
- 2.5 Every order shall be treated separately for correspondence purposes. Our purchase order numbers, stock codes, customer reference numbers and the date of the purchase order shall be quoted in all correspondence such as letters, despatch notes, invoices, delivery notes etc.
- 2.6 Amendments to the manufacturing process by the supplier shall require our written approval, otherwise the supplier accepts the risk of us not accepting the goods, and of any resulting defects and damages. Any deviations in the quality and quantity from the textual description in our purchase order and subsequent contractual amendments are only valid when explicitly acknowledged by us in writing.
- 2.7 We reserve the right to prior to the order execution make any alterations to the design, order quantity and delivery schedule in consultation with the supplier. The effects of these alterations shall be dealt with in a fair and consensual way. We shall be notified without due delay of any reservations against our requested alterations. Where no consensus can be found we reserve the right to rescind the contract. The supplier shall in this scenario receive reasonable compensation. The supplier shall not make alterations to the design or execution without our written consent.

**3. Prices, Invoices, Payments, Insolvency, Assignment of Claims, and Refusal of Performance, Compensation and Withholding Rights**

- 3.1 Unless agreed otherwise, all prices are inclusive of post and packaging, duties, delivered free of charge to our premises or any other contractually agreed delivery location in accordance with the DDP (Delivered Duty Paid) clause of INCOTERMS 2020. The price stated in the purchase order shall be the maximum price. This price cannot be exceeded, however a reduced price may be charged. Value Added Tax (VAT), where applicable, shall be indicated separately. Risk shall only pass over to us upon acceptance of the goods at our or other mutually agreed premises. The supplier shall issue a credit note where return packaging material has been charged for.
- 3.2 Invoices shall be issued in duplicate immediately after delivery, labelling original and copy, and quoting the purchase order number, our stock code, customer reference number, order date, and where available the contact person for the order and reason for the order.
- 3.3 Payment deadlines commence on the delivery date, no earlier than on the day of receipt of goods and invoice, whichever is the later. Payment does not constitute acceptance of terms of trade and prices. The payment date shall be of no influence on the supplier's warranty and our right to claims. Unless explicitly agreed otherwise we will pay in Euro using the supplier's in-land bank account details free of charge. Payment is by direct bank transfer, but only after the goods or services have been received in full and are free of defects, and after having received the invoice. This also applies to permissible partial deliveries. Delays caused by incorrect or incomplete invoices shall not affect discount periods. Payment is subject to our validation of the invoice. In the case of warranty claims on the delivered goods we reserve the right to within reason withhold payment.
- 3.4 Unless agreed otherwise settlement of the invoice shall either take place within 14 days applying a 2% early payment discount, or after 30 days in full from due date of the invoice and receipt of both the invoice and the goods or performance of services.
- 3.5 Payment delays by us are limited to any typical damages resulting from simple negligence.
- 3.6 Where advance payments have been agreed with the supplier, the supplier is obliged to quid pro quo produce to the full amount of the advance payment an unlimited security held at a bank or insurance institution. Delays in delivery shall result in the application of an interest for delay of 3% above the base rate of the European Central Bank, based on the advance payment, deducted from the invoice. Any claims for late deliveries remain unaffected by this provision.
- 3.7 Where the supplier's creditworthiness or ability to deliver is in question as far as its obligations to fulfil the contract is concerned, or if the supplier ceases its deliveries, or if the supplier becomes the subject of insolvency proceedings, we are entitled to rescission of contract, which may also be executed in part.
- 3.8 The supplier is not entitled to assign its claims to third parties or use third parties to collect its claims without our written consent, which cannot inequitably be refused. In case of prolonged reservation of proprietary rights this consent is deemed as accepted. If the supplier contrary to the preceding sentence 1 of this paragraph, without our consent assigns its claims to a third party the assignment nevertheless becomes valid. We can settle with either the supplier or the third party.
- 3.9 We are entitled to all statutory rights concerning refusal of performance, compensation and withholding of payments. The supplier is entitled to compensation and withholding only where the counterclaim, on which the refusal of performance, compensation or withholding is based, has been indisputably or legally declared valid or by arbitration.

**4. Delivery Dates, Delivery Deadlines, Delays**

- 4.1 Agreed order and call-off dates and deadlines are binding. Delivery schedules commence on the date of the order. We are not obliged to accept the goods if the delivery schedule has not yet expired. Whether the delivery schedule is adhered to is solely

- defined by either the point of time at which the goods arrive at our premises or recipient's premises appointed by us or by the punctuality of successful acceptance of goods. Partial deliveries are permitted only after prior consent. The outstanding quantity shall be indicated where partial deliveries are made. The supplier shall without due delay notify us of any problems concerning the timely delivery or the agreed quality of goods, and consult us regarding the continuation of the order. The supplier is liable for delayed or cancelled notifications.
- 4.2 Advance deliveries are permitted only following our consent. In the case of advance deliveries we reserve the right to return the goods at supplier's cost. Where we do not return the advance deliveries, we will at the supplier's cost and risk store the goods at our premises until the delivery date. In the case of advance deliveries we reserve the right to pay not earlier than on the agreed due date.
- 4.3 If the supplier is in delay we are entitled to statutory claims. The supplier is not entitled to exclusion or limitation of its liability. In case of rescission we may keep partial deliveries and issue a credit note. We are entitled to rescind or completely cancel the contract in case of repeated or continuous missed deadlines. If the supplier is not at fault for the missed deadlines, we are entitled to rescind the contract, if the delay is substantial and if required by the urgency of the delivery due to our own commitments.
- 4.4 Where the supplier falls behind the delivery schedule we are after having sent an overdue reminder entitled to demand a contractual penalty of 0.5% per day of the net contract delivery value or of the service to be provided, with a ceiling of 10% in total of the net contract delivery value or the service to be provided, and to rescind the contract. We reserve the right to claim for higher damages. The contractual penalty shall be applied to any compensation claims. Even where we accept the delayed goods without explicit reference to any contractual penalties, our right to agreed contractual penalties shall not be waived, and can be claimed until the last payment by us.
- 4.5 Where the supplier falls behind the delivery schedule we are entitled to a covering purchase in as far as these are necessary to avoid consequential damages at our end. The supplier is liable for the resulting additional costs.
- 4.6 The supplier may only plead non-receipt of necessary documents to be supplied by us, if the supplier has not received those documents within a reasonable time limit despite a prior written request.
- 5. Despatch, Transportation, Packaging, Passing of Risk, Declaration of Origin**
- 5.1 Unless agreed otherwise deliveries are "Delivered Duty Paid" as defined by the INCOTERMS 2020. The supplier shall quote our order details on all despatch and delivery notes. The delivered goods shall be accompanied by any - generally accepted - necessary paperwork by which we can identify and process the incoming delivery.
- 5.2 Each delivery shall include a delivery note in duplicate, quoting all our required reference numbers, in particular the purchase order number, our stock code, customer reference number, and the charge numbers. Partial and remainder deliveries shall be labelled as such. In order to be able to identify the contents of a delivery without the need to open, the delivery note shall be placed on the outside of the packaging. The invoice shall not be enclosed. The supplier shall, depending on the method of transport and the country of origin, send a transport certificate, express consignment note, customs declaration, declaration of origin and invoice where goods have been imported.
- 5.3 Where requested the supplier shall send us a separate despatch note for each delivery dated quoting despatch date. This separate despatch note shall at least quote our purchase order number, order date, our stock code, customer reference number, quantity and weight of the goods, and method of transport. Each shipping document shall state all details (e.g. delivery address, number of parcels sent, etc.) relevant to us for error-free processing of the incoming goods. This includes any possible instructions on how to handle the goods, particularly for unloading, transport and storage on our premises. The supplier shall be liable for any delays, additional costs and damages where our delivery instructions have been disregarded.
- 5.4 The supplier shall use packaging as prescribed by us, appropriate for the protection of the goods. Where no specific instructions were given, packaging appropriate to the purpose shall be used. After unloading we reserve the right to return bulky packaging materials, particularly containers, barrels, crates, etc., irrespective of any transport or wear and tear damage. This shall be carriage paid and shall require a credit note to be issued by the supplier.
- 5.5 The supplier is liable for any losses and damages to the goods whilst in transit, including unloading up to the point of acceptance on our premises. The supplier shall therefore at its own expense take out adequate transport insurance for its deliveries.
- 5.6 Unless agreed otherwise the supplier shall choose the most cost-effective and suitable method of transport. Where we in exceptional circumstances accept the cost for delivery, we shall appoint a carrier, which the supplier shall obtain the details of in good time. The supplier shall advise our appointed carrier by fax when the goods are ready for despatch. On the consignment note the freight shall be declared such that with regards to transport safety the most cost-effective rate is calculated for the delivery.
- 5.7 The risk shall be passed to us by the supplier or his transport agent only after the goods have been delivered, including their unloading, at the delivery address stated by us, or after the installation and acceptance in our factory. This shall also apply where our personnel assists with unloading. Until the point of despatch the goods are to be stored by the supplier at own cost and risk.
- 5.8 Where the supplier's goods for us are destined for export and where the supplier is made aware of this, the supplier shall issue a written customs declaration of origin for the goods supplied to us. This declaration shall be sent no later than with the first delivery.
- 5.9 We shall be notified without due delay and unsolicited of the origin of any newly sourced goods to be delivered to us, or any changes of origin of any of the goods. The supplier shall be liable for any damages that result from failure to issue or delays in the issue of the supplier's declaration. Where required the supplier shall have its origin of goods declaration validated by its customs office.
- 5.10 Goods shall only be accepted during our standard hours of business. We reserve the right to assign limited timeframes within which the supplier shall deliver the goods.
- 6. Force Majeure**
- War, civil war, pandemics, epidemics, export restrictions and trade restrictions due to a change in political circumstances as well as strikes, lockouts, operational disturbances, reduction of operations and other such events that make the performance of the agreement by us impossible or unreasonable shall be considered as force majeure and shall release us from the performance of the agreement for the duration of their occurrence, particularly from the timely acceptance of goods. Where we cannot accept the goods in a timely manner due to force majeure or other unforeseen circumstances beyond our control which affect the acceptance of goods, the acceptance deadline shall be extended within reason and no default of acceptance shall arise. This shall also apply if these events take place at a point of time when we are already in default of acceptance. Both parties to the contract are obliged to adjust their obligations to the changed circumstances in good faith. We are entitled to be wholly or partially released from our obligation to accept the ordered goods or services, or even to rescind the contract in as far as the delay due to force majeure has rendered the goods or services - considering the commercial aspects - no longer of any use to us.
- 7. Protection Acts, Quality Assurance, Documentation**
- 7.1 The supplier declares that all its products, services including work and delivery comply with any approved technical regulations and agreed (technical) specifications, particularly quality procedures, applicable protection acts and other safety regulations, and that all goods and services meet the current state of the art, relevant legal provisions, rules and regulations of authorities, professional and trade associations. The supplier shall continuously monitor the quality of the supplied goods. Both partners to the contract shall inform each other of quality improvement methods.
- 7.2 The supplier shall have in place a Quality Management System based on the international DIN EN ISO 9001:2015 and IATF 16949:2016 (Automotive suppliers) standard, and achieve a zero defect target and continuous performance improvement.
- 7.3 In order to ensure the quality and function of its goods the supplier shall request from us the intended purpose of the goods.
- 7.4 The supplier shall ensure that its subcontractors have in place a similar Quality Management System, which guarantees that the sourced parts, services, both work and delivery, are free of faults. Further details shall be defined in the individual quality agreements, where possible in written form, between both parties.

- 7.5 The supplier shall mark its goods in a manner that they can be permanently recognised as originating from the supplier.
- 7.6 The supplier is committed to the use of environmentally friendly products and processes for its goods and services, and those originating from its subcontractors where this is commercially and technically feasible. The supplier shall be liable for the environmental sustainability of its goods and packaging materials and for consequential damages arising from breach of its statutory disposal duties.
- 7.7 The supplier shall enclose with the delivery all safety data sheets relevant to the good delivered. We are released from any regress claims by third parties where the supplier has not issued or delayed the issue of the safety data sheets. The same applies to subsequent amendments.
- 7.8 Where the type and scope of tests, test equipment and test methods have not been agreed between the supplier and us, we are prepared to at the supplier's request explore the tests within the realms of our know-how, experience and capabilities in order to identify the required state of test engineering. In addition we will if requested inform the supplier of relevant safety regulations, where we can obtain these.
- 8. Examination, Notice of Defects, Acceptance**
- 8.1 If a Contract for the International Sale of Goods (CISG) applies the duty to examine the goods and issue any notice of defects commences once the goods have been received at the contractually agreed location and a despatch or delivery note has been enclosed. Where the acceptance is to be regulated by statute or as agreed by contract, the duty to examine the goods commences at the point of acceptance. If CISG applies and unless agreed otherwise we are only required to inspect the incoming goods where feasible as to their identity, quantity and any apparent transport damage. A notice of defects shall be valid and on time for any defects that have been identified on acceptance of the goods or at a later point of time, where we notify the supplier within 10 working days of having identified the defect. The supplier shall in this respect waive its objections of delayed notice of defects. Where the goods pass on to our customer, the supplier shall be liable to the customer for any notice of defects. In case of a claim we reserve the right to charge any costs resulting from a notice of defect to the supplier. The supplier shall be responsible for the cost and risk where faulty goods are returned. Where we issue a confirmation of receipt this shall only prove receipt of goods, but not the fulfilment of contract.
- 8.2 Where the acceptance of an item is subject to statutory acceptance rules or required by contract the supplier shall be responsible for the cost of acceptance. The acceptance date shall be specified no later than one week in advance unless defined otherwise in the purchase order.
- 8.3 The faulty goods remain in our possession until replaced when ownership will pass back to the supplier again.
- 9. Warranty, Limitation**
- 9.1 The supplier shall supply the goods free of defects and defects of title. Statutory regulations shall apply unless where stated otherwise in the section below.
- a) In case of a warranty claim the supplier shall pay us a lump sum of 50 € to cover any additional administration costs resulting from the claim. The supplier has the right to demonstrate lower administration costs, as we reserve the right to demonstrate higher administration costs.
- b) We are entitled to demand supplementary performance from the supplier, to rescind the contract or to reduce the purchase price and claim compensation or reimbursement of expenses incurred in vain as defined by statutory regulations. We are either entitled to, within the scope of supplementary performance, the remedy of defects or the supply of fault-free goods. The supplier shall be responsible for all costs arising from the remedy of faults, supply of fault-free goods or remedy of damage such as transport, rework and material costs. We are entitled to rescind the contract and claim compensation in place of the service, where the supplier does not remedy the defects or supply fault-free goods within a reasonable deadline as set by us, or where the supplier cannot remedy the defects or where this fails. In urgent cases, particularly where delays could result at our end, we are entitled to after agreement with the supplier and at supplier's cost remedy the defects ourselves or with the aid of a third party to avoid acute danger and damage. In other cases where due to particularly urgent reasons we are unable to notify the supplier of the defect, consequential damage and allow the supplier a short time to remedy the defect, we are entitled to at supplier's cost remedy the defects ourselves or with the aid of a third party. Where the supplier repeatedly fails to supply us with fault-free goods, we are entitled to rescind the contract even for the as yet non-supplied part of the delivery after a final written warning.
- c) We reserve the right to rescind the contract and claim compensation in place of the entire performance even where only an insignificant deviation from the agreed condition exists or for insignificant fit-for-purpose deviations.
- 9.2 The warranty period for goods manufactured for or supplied to us or for any performance executed for us by the supplier shall be 36 months from the date of delivery or acceptance by us or a third party appointed by us at the prespecified location, unless there exists a longer statutory warranty period. For installations, machinery and equipment the warranty period commences on the acceptance date stated in our written acceptance declaration. If the supplier is not at fault for any delays in acceptance the warranty period shall be no more than 36 months from the date of provisioning of the goods. The warranty period for structures is defined by statutory law, for spare parts the warranty period shall be 36 months after installation/activation. Where goods are still within warranty, the warranty period shall be extended for the duration that they cannot remain in use as required for fault-finding or the remedy of defects. Production downtime due to defective goods or services shall be added to the warranty period. Unless agreed otherwise the aforementioned warranty periods apply even where the supplier has offered its own warranty periods for its goods supplied and work and services carried out.
- 9.3 The warranty period of 36 months mentioned in clause 2 also applies to compensation claims that are based on faulty goods or services, and also to claims that are not related to a defect and where there is no statutory defined longer warranty period. The warranty period for these cases commences as defined by statutory law.
- 9.4 In the case of a defect of title the supplier releases us from any claims made by third parties as far as the supplier is responsible for the defect of title. The limitation period for defects of title shall be 3 years unless defined otherwise by statutory law.
- 9.5 The warranty period for new goods supplied under warranty commences either on the date when the supplementary performance has been fulfilled in full, or on the date of the acceptance of new goods where this has been agreed. The latter shall be applied for in writing, where applicable. If a repaired item within the warranty period develops the same fault again or develops a fault resulting from inadequate repair, the warranty period shall commence anew.
- 10. Liability, Indemnification, Insurance Cover**
- 10.1 The supplier's liability shall comply with statutory regulations as far as no further-reaching liabilities have been defined in these general procurement terms. Statutory liabilities are then complementary.
- 10.2 The supplier shall upon our first request indemnify us against liability claims resulting from damages experienced by us or by third parties due to a defect of goods or services supplied. This shall only apply where liability is dependent on the supplier being at fault. The supplier shall have the burden of proof where the supplier is responsible for the damages. The supplier shall arrange with its insurer adequate cover for the aforementioned indemnity within the scope of the supplier's professional indemnity and product liability insurance. The supplier shall be responsible for all costs and expenses, including those for possible legal action brought against us resulting from the aforementioned damages. The supplier shall also be responsible for any expenses for recalls necessary to avoid personal injury or material damage, resulting from product defects as caused by the supplier.
- 10.3 The supplier shall maintain professional indemnity and product liability insurance providing cover of no less than 2.5 Mio € (double aggregate limit per annum) for claims arising from personal injury, material damage, negligent statement or actions,, as well as a general recall or an automotive-recall-expense insurance providing cover of no less than 2.5 Mio € (single aggregate limit per annum). The insurance shall also cover damage claims made abroad contrary to § 4 Section 1 Clause 3 of the German Federal Law General Insurance Terms for Indemnity Insurance (AHB = Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung) old version, or Clause 7.9 AHB new version. The supplier shall notify us of exclusions of cover for the USA/Canada. The scope of the insurance shall at least extend to the types of cover found in the so-called extended Product Liability Insurance (ProdHV = Produkt-Haftpflichtversicherung) based on the example terms published by the Association of German Insurers (GDV = Gesamtverband der Deutschen Versicherungswirtschaft e.V.), as of July 2002, inclusive of the insurance for personal injury and material damage due to missing agreed features of goods supplied, clause 4.1 ProdHV,

combining, mixing and processing of goods supplied, clause 4.2 ProdHV; processing according to clause 4.3 ProdHV; removal and installation costs according to clause 4.4 ProdHV; scrap production by machines according to clause 4.5 ProdHV as well as an inspection and sorting cost provision according to clause 4.6 ProdHV. The supplier shall furnish upon our request such a declaration from its insurer (Certificate of Insurance).

#### **11. Social Responsibilities and Environmental Protection**

The supplier shall comply with current legislation regarding employment, environmental protection and occupational safety issues and shall in the in performing its business duties strive towards reducing any negative impact on humans and the environment.

#### **12. Intellectual Property Rights, Indemnity**

- 12.1 The supplier shall be liable for infringement of intellectual property rights resulting from the contractual use of the supplied goods.
- 12.2 The supplier shall indemnify us and our customers against any claims resulting from the infringement of such intellectual property rights. This shall only apply where infringement is dependent on the supplier being at fault. This does not apply for example, where the supplier manufactures the goods according to drawings, models, or similar descriptions or specifications provided by us and the supplier is not aware of or in the case of manufactured goods designed by the supplier does not have to be made aware of any such infringement of intellectual property rights.
- 12.3 Both parties to the contract shall inform each other of any pending or alleged infringements and by mutual consensus shall provide each other the opportunity to defend against resulting claims.
- 12.4 The supplier shall upon our request inform us of the use of any published and undisclosed own and licensed intellectual property rights that exist for the supplied goods.

#### **13. Retention of Title**

Unless explicitly agreed otherwise, we shall not acknowledge any extension to the retention of title that extends beyond the standard retention of title on the supplier's goods, be they stored at our premises in an unprocessed, processed, combined or mixed state or sold to our customer.

#### **14. Use of Tooling, Insurance, Incoming Control**

- 14.1 Where the order includes the transfer of tools and models it shall be agreed that we are the respective owners. Models, matrices, templates, samples, tools and other manufacturing materials as well as confidential materials that have been made available to the supplier or paid by us shall only be used for the supply of goods to third parties following our written consent. Any tooling made available to the supplier or manufactured according to our specifications shall not be reproduced, sold, used as security, pawned, or in any other way transferred to a third party without our explicit written consent. The same applies to any goods manufactured utilising these manufacturing materials. The supplier shall only use these materials for the manufacture of the goods to be supplied to us.
- 14.2 The supplier shall insure our materials for their replacement value against damage from fire, water, storm, theft and acts of vandalism. The supplier shall at the same time assign the right to compensation claims from the insurance to us, which we will herewith accept. The supplier shall at own expense and as soon as required be responsible for any necessary maintenance of our materials.
- 14.3 Where we provide materials we remain the respective owner. The supplier shall perform the contractually agreed processing or alteration tasks. Where our property has been combined or mixed with other goods that do not belong to us, we are entitled to a share co-ownership of the new item as defined by the ratio of the value of our property and the other items at that point of time that our property was combined or mixed. If the processed, combined or mixed item becomes the supplier's primary item, we are entitled to co-ownership of the new item for its share still belonging to us. This shall even apply where we do not accept the goods due to delays or in the case of faulty goods, or when we cancel any further orders. The supplier shall then at own expense return the materials provided by us. The supplier shall be exempted from any compensation.
- 14.4 Incurred costs due to material faults and deviations in dimensions of the provided materials shall only be charged to us following our written consent.

14.5 The supplier shall examine the provided materials as to their correct identity, quantity and any transport damage and without due delay notify us of any defects. Where any defects of our provided materials are detected during processing we shall be notified forthwith. Any further processing shall be suspended until our further instructions.

14.6 Where the reservation of property rights as defined in clause 3 exceed the purchase price of any unpaid goods by more than 20% we will at the supplier's request release the corresponding proportion of the reservation of property rights.

#### **15. Confidentiality, Transfer to Third Parties, Provision of Documents**

- 15.1 The supplier shall treat as confidential any commercial and technical details that the supplier is made aware of as a result of its business relationship with us, e.g. process descriptions, formulas, analytical methods, drawings and other specifications which have been made available to the supplier for its manufacture of goods to be supplied, or supplier's drawings specifically created to our specifications, in as far as they are not self-evident or are made open to the public by us or are required to be disclosed by law. The supplier shall make available commercial and technical documents and information as provided by us only to those employees within its own company that are needed to manufacture for and supply the goods to us, and which have been sworn to confidentiality.
  - 15.2 The supplier shall also treat as confidential all documents and information during the pre-contractual stages and after completion of the individual orders. All items, records, files and documents as provided by us, including any copies made, shall be surrendered upon our request, or where agreed be destroyed, but no later than when the contract has been fulfilled.
  - 15.3 Reproduction of documents shall only take place within the scope of operational requirements and copyright provisions. Disclosure to third parties shall require our prior written consent.
  - 15.4 The supplier shall ensure that its subcontractors are correspondingly bound by these provisions. The supplier shall only advertise their business relationship with us following our written consent.
  - 15.5 Drawings, tools, samples, models, trademarks, designs and similar items as well as completed and partially completed goods which have been provided by us or have been manufactured on our behalf, shall remain or become our property and shall not be supplied to third parties without our explicit prior written consent. These shall be surrendered without due delay and without special request when the order has been completed unless agreed otherwise on a case by case basis. Goods that have been manufactured or labelled using such tooling, trademarks and designs shall not be supplied to third parties without our explicit prior written consent.
  - 15.6 The order shall not be transferred to a third party without our consent and shall entitle us to rescission and compensation claims where in breach of this provision. Where we have given our consent the supplier shall duly inspect the incoming goods and services as per § 377 HGB (Handelsgesetzbuch, German Federal Trade Law), irrespectively of whether the supplier is only an intermediate agent.
  - 15.7 The supplier shall be liable for any claims against us resulting from infringement of the aforementioned obligations.
  - 15.8 The supplier shall make available at own expense without due delay and without request any documents which are required for the use, operation, processing, maintenance, storage and transport.
- #### **16. Jurisdiction, Place of Fulfilment, Applicable Law, Invalidity of a Provision**
- 16.1 If the supplier is a merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our place of business. We are also entitled to sue at the place of supplier's headquarter.
  - 16.2 Place of fulfilment is where according to contract the goods are to be delivered to.
  - 16.3 All legal matters between the supplier and us shall be governed by the laws of the Federal Republic of Germany, excluding conflict of laws rights and the United Nations' Contract for the International Sale of Goods (CISG), even where the supplier's trading premises are abroad.
  - 16.4 If a provision of these procurement terms is invalid, the validity of the other provisions shall not be affected. Both parties to the contract shall endeavour to in place of any invalid provision use another provision which as closely as possible in commercial

sense and legal meaning resembles the original provision.

**17. Data Protection**

We will electronically process the supplier's personal data within the scope of our business relationship in accordance with the German Federal Data Protection Act.