

General Terms and Conditions of Purchase of HOFFMANN MINERAL GmbH

§ 1 Scope of application

- 1) We order exclusively on the basis of these General Terms and Conditions of Purchase. Any deviating, conflicting or supplementary General Terms and Conditions of the Seller shall not become part of the contract even if we do not expressly object to them. If we accept the Seller's delivery/service without reservation, it may not be inferred from this under any circumstances that we have accepted the Seller's terms and conditions of delivery. These General Terms and Conditions of Purchase shall also apply to all future contractual relations with the Seller.
- 2) Should individual parts of these General Terms and Conditions of Purchase be legally invalid, this shall not affect the validity of the remaining provisions.

§ 2 Conclusion of Contract

- 1) Only orders placed in writing are legally binding. Orders placed orally or by telephone, delivery call-offs as well as changes and amendments thereto may also be made by remote data transmission or by machine-readable data carriers. E-mails encrypted in accordance with the German Digital Signature Act shall be deemed to be in writing. The Seller shall notify us of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.
- 2) If the Seller accepts our order in writing only after a period of 5 working days after receipt, this shall be deemed to be a delayed acceptance. If the Seller accepts our order with deviations, he shall clearly point out these deviations to us. A delayed or modified acceptance shall be deemed a new offer and shall require acceptance by us.
- 3) Seller's terms and conditions of sale and/or delivery which provide for limitations of the legal power of representation of authorized agents, closing and intermediary representatives acting on behalf of Seller and/or which provide for the limitation of liability for risks arising from the acquiescence and apparent authority of persons acting on behalf of Seller shall not become part of the contract.
- 4) We may request changes to the delivery item even after conclusion of the contract, provided this is reasonable for the Seller. In the event of such a change to the contract, the effects shall be reasonably taken into account by both parties, in particular with regard to additional or reduced costs as well as delivery dates.

§ 3 Contractual modalities

- 1) In all communications, delivery bills, consignment bills, invoices, etc. relating to the order, the following information shall be given or repeated: Order number, order date, date of issue, date of dispatch, quantity, article number and IdentNumber of the parts ordered. If these details are missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom.
- 2) The Seller is obliged to provide us free of charge with the instructions and other documents required for the use of the subject matter of the contract in the number specified in the order.
- 3) Customary clauses shall be interpreted in accordance with the Incoterms valid at the time of conclusion of the contract.
- 4) No remuneration shall be granted for visits or the preparation of offers, projects, drafts or for trial deliveries. Offers shall be binding and submitted free of charge. They shall correspond to our inquiries. Alternatives are nevertheless welcome. Deviations from our inquiries are to be clearly marked.
- 5) The Seller shall not be entitled to have significant parts of the performance owed by it rendered by third parties (e.g. subcontractors) without our prior written consent. If such consent is granted, the Seller shall be liable to us as joint and several debtor. If, after our consent, the Seller uses a third party to render the performance owed to him and if, in this connection, our goods are taken by the Seller to his contractual partner, the Seller shall immediately inform us of his contractual partner for the purpose of insuring our goods or shall insure our goods himself at his own expense. In the latter case, he shall inform us thereof without delay and provide evidence of the insurance.
- 6) The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 7) In the event of a long-term supply relationship, the Seller shall be obliged to inform us of all circumstances which may be of significance for us. This includes in particular information about quality problems, if they could possibly not be fully overcome, foreseeable delivery difficulties, as well as about all changes in product characteristics which may have an effect on us, even if they do not cause the delivery item to become defective.
- 8) If the Seller intends to change or discontinue its production, it shall notify us thereof in writing without undue delay. In the event of discontinuation of production, he must ensure that the materials previously delivered to us are still available for delivery at least 3 months after his notification.
- 9) The assignment of any claims against us is excluded, except for financing purposes.

§ 4 Delivery, Transfer of Risk, Default of Acceptance, Packaging

- 1) Deliveries shall be made "free domicile" within Germany to the delivery address or place of use specified in the order. The delivery address or place of use shall be the place of performance both for the delivery itself and with regard to any subsequent performance (obligation to deliver). For all other obligations of both parties, the place of performance shall be our place of business in Neuburg a. d. Donau.
- 2) Shipment shall be at the risk of the Seller. The risk of accidental deterioration and accidental loss of the item shall pass to us upon handover at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk.
- 3) Insofar as we bear the costs of transport, transport insurance or packaging, you are obliged to choose the most economical type of transport, transport insurance or packaging.
- 4) We are a forwarding insurance waiver customer SPV.
- 5) For the occurrence of our default in acceptance, the statutory provisions apply. However, the Seller must expressly offer us his performance even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material).
- 6) If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the Seller (individual production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- 7) The contractual partner shall be responsible for compliance with the obligations arising from the Act on the Placing on the Market, the Taking Back and the High-Quality Recycling of Packaging (Packaging Act - VerpackG), insofar as he is subject to corresponding obligations arising from the Packaging Act, e.g. as a manufacturer (§ 3 Para. 14 VerpackG), as a distributor (§ 3 Para. 12 VerpackG) or as the final distributor (§ 3 Para. 13 VerpackG). He is not authorized to transfer the obligations incumbent on him to us.

§ 5 Delivery time, delay in delivery

- 1) The delivery time stated by us in the order is binding. Our unconditional acceptance of a delayed delivery shall not constitute a waiver of claims for compensation. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be two weeks from the conclusion of the contract.
- 2) The Seller is obliged to inform us without request, immediately, in writing and stating the reasons, if he cannot meet agreed delivery times. This shall also include an indication of the expected duration of the delay. This notification shall not release the Seller from its liability for delay.
- 3) If the Seller fails to perform within the agreed delivery period, our rights shall be determined in accordance with the statutory provisions. In particular, we shall then be entitled, after the unsuccessful expiry of a reasonable period set by us, to demand damages instead of performance or to procure a replacement from a third party or to declare our withdrawal, at our discretion. If we demand damages, the Seller shall be entitled to prove to us that he is not responsible for the breach of duty. The claim to the delivery/service shall expire as soon as we demand compensation in writing or declare withdrawal. Additional costs, in particular in the case of necessary covering purchases, shall be borne by the Seller.
- 4) The Seller may only invoke the absence of necessary documents to be supplied by us if he has sent a written reminder for the documents and has not received them within a reasonable period of time.
- 5) If delivery is made earlier than agreed, we reserve the right to return the goods at the Seller's expense. If no return is made in the case of early delivery, the goods shall be stored by us until the delivery date at the expense and risk of the seller. In the event of early delivery, we reserve the right to make payment only on the agreed due date.
- 6) We accept partial deliveries only after express agreement. In the case of agreed partial deliveries, the remaining quantity is to be listed.

§ 6 Force majeure

- 1) "Force majeure" occurs when a circumstance or event occurs that prevents a party from performing one or more of its contractual obligations under the contract. In this respect, the party affected by the hindrance shall prove that: a) the hindrance is beyond its reasonable control; and b) it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) the effects of the hindrance could not reasonably have been avoided or overcome by the party affected.
- 2) The existence of the conditions for the presumption of force majeure set out in paragraph 1 a) and b) shall be presumed in the case of the following events:
 - War (declared or undeclared), hostilities, attack, acts of foreign enemies, extensive military mobilization;
 - Civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage, or piracy;
 - Monetary and trade restrictions, embargo, sanctions;
 - Lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalization;
 - Pandemic, epidemic, natural disaster, or extreme natural event;
 - explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or power;
 - general labor unrest such as boycotts, strikes and lockouts, slowdowns, occupations of factories and buildings. In these cases, the affected party need only prove that the condition under paragraph 1(c) is actually met.
- 3) Paragraphs 1 and 2 shall also apply if a contracting party uses a third party for the purpose of fulfilling contractual obligations and invokes the existence of force majeure in the event of non-fulfillment by the third party.
- 4) The affected party shall be released from the obligation to fulfill its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract; provided that notice of the event is given to the other party without delay. In the event that we successfully invoke this clause, we shall be released from the obligation to accept the ordered delivery/service in whole or in part. If the delivery/service can no longer be utilized by us - taking into account economic aspects - due to the delay or hindrance caused by the force majeure, we shall be entitled to withdraw from the contract or to terminate the contract.

- 5) If no immediate notification is made by the affected party, the exemption shall only take effect from the time at which the notification reaches the other party. If the effect of the obstacle or event invoked is temporary, the consequences just set out shall apply only for as long as the obstacle invoked prevents the performance of the contract by the party affected. 7 The party affected shall be obliged to take all reasonable measures to limit the effects of the event invoked in the performance of the contract.

§ 7 Prices, payment terms, rights of set-off and retention

- 1) The agreed prices are binding and include all services and ancillary services of the Seller as well as all ancillary costs (e.g. proper packaging, transport to the delivery address specified by us, customs formalities, etc.). Subsequent claims of any kind are excluded. The legal value added tax is not included in the price. The agreement on the place of performance is not affected by the type of pricing. We shall only accept the quantities or numbers of items ordered by us. Over- or under-deliveries are only permissible after prior agreement with us.
- 2) Invoices shall be sent separately in proper form to the Invoice Verification Department by e-mail (e-invoice@sonax.de) or by mail, together with all associated documents and data, after delivery has been made. Invoices which have not been properly submitted shall only be deemed to have been received by us from the time of correction.
- 3) Insofar as the submission of certificates of material tests has been agreed, these shall form an integral part of the delivery and shall be sent separately together with the delivery or within 2 working days after dispatch of the goods. The payment period for invoices shall then only commence after receipt of the agreed certificate.
- 4) Payment shall be made in the customary manner within 30 calendar days of complete delivery/service (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice.
- 5) We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- 6) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. As long as we are entitled to claims against the Seller arising from incomplete or defective deliveries/services, we shall be entitled to withhold payment in proportion to the value until proper performance. Insofar as payments for defective deliveries have already been made, we shall be entitled, notwithstanding this provision, to withhold other payments due up to the amount of the payments made. Settlement of an invoice shall not be deemed to be a waiver of claims for defects.
- 7) The Seller shall only be entitled to a right of set-off or retention on the basis of counterclaims which have become res judicata or are undisputed.

§ 8 Property Rights, Secrecy

- 1) We reserve the property rights and copyrights to illustrations, models, plans, drawings, calculations, execution instructions, product descriptions and other order documents which are temporarily provided to the Seller.
- 2) The Seller shall be obliged to return these order documents to us without delay as soon as his contractual obligations towards us have been fulfilled. The Seller may not make these order documents available to third parties.
- 3) The foregoing provision shall apply mutatis mutandis to substances, samples, materials, tools or other items which are temporarily provided to the Seller for manufacturing purposes. Such items shall - as long as they are not processed - be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss.
- 4) Any processing, mixing or combination (further processing) of provided items by the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of the goods supplied by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 5) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, we accept in an individual case an offer of the Seller to transfer ownership conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). All other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing shall be excluded in any case.
- 6) The contracting parties undertake to treat as business secrets all commercial, technical or other details which are not in the public domain and which become known to them through the business relationship. Subcontractors shall be bound accordingly. If one of the contracting parties realizes that a document to be kept secret has been lost, it shall inform the other contracting party thereof without delay. The obligation to maintain secrecy shall also apply after the execution of this contract. It shall expire only if and to the extent that the production knowledge contained in the documents provided has become generally known.

§ 9a Flawlessness of the performance/delivery

- 1) Unless otherwise stipulated below, the statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (e.g. wrong delivery and short delivery, defective assembly, operating or instruction manual) and in the event of other breaches of duty by the Seller.
- 2) All deliveries/services shall be provided to us free of material defects and defects of title upon transfer of risk. The deliveries/services must comply with the agreed quality (e.g. the sample provided). In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these General Terms and Conditions of Purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the seller or from the manufacturer. If the Seller has reservations about the type of design requested by us, he shall notify us thereof in writing without delay.
- 3) If and to the extent that neither a product specification nor an express special agreement on quality exists with regard to a contractual product, the Seller expressly guarantees as a minimum standard that the goods comply in all respects, in particular with regard to composition, ingredients, labeling and equipment, with the legal requirements applicable in Germany and other European countries and are thus marketable without restriction in Germany or other European countries.
- 4) The Seller shall ensure that all registration obligations resulting from Regulation (EC) No. 1907/2006 (REACH) are fulfilled in a timely, complete and correct manner and shall provide us with the relevant documentation as proof upon request.

§ 9b Obligation to examine the goods and give notice of defects

- 1) We shall not be obliged to inspect the goods or to make special inquiries about any defects upon conclusion of the contract. Notwithstanding § 442 para. 1 sentence 2 of the German Civil Code (BGB), we shall therefore also be entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 2) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited only to obvious defects (e.g. transport damage, wrong delivery and short delivery), in the case of quantity deliveries only to defects detectable by sampling. If acceptance has been agreed, there shall be no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding our duty to inspect, our notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.
- 3) If obvious defects are discovered in goods which have been sent by you directly to the destinations of our customers named by us, the period for giving notice of defects shall not commence until the goods have been handed over at the place of destination. The same shall apply if the goods were packed by sea.
- 4) If it is found that a quantity of the goods which is no longer justifiable from an economic point of view does not comply with the contractual or legal requirements, we shall be released from further inspection and may make the entire delivery available on the basis of the total sample result. In the case of successive deliveries, we shall be free to decide whether to continue the contractual relationship or whether to refuse acceptance of further deliveries due to the defectiveness of a partial delivery.

§ 9c Rights in case of defects, obligation to bear costs, right of self-performance

- 1) In the event of a defect, we may, in accordance with the statutory provisions, in particular demand, at our option, as subsequent performance, the elimination of the defect (rectification, removal of defects) or the delivery of a defect-free item (replacement delivery) within a reasonable period of time set by us. If the subsequent performance fails, we may withdraw from the contract or reduce the agreed purchase price and, in addition - if the Seller is at fault - claim damages.
- 2) The subsequent performance shall be carried out by the Seller free of charge including all ancillary costs. In particular, the Seller shall bear all expenses incurred in connection with the determination of the defect and the rectification of the defect, including those incurred by us, e.g. inspection costs, costs of dismantling and installation, transport, travel, labor and material costs. If necessary, you shall carry out subsequent improvements or new deliveries in multiple shifts or overtime or on public holidays if this is necessary and reasonable for urgent operational reasons available to us.
- 3) The expenses necessary for the purpose of inspection and subsequent performance shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected only to the extent that we recognized or were grossly negligent in not recognizing that there was no defect.
- 4) Notwithstanding § 9c items 1 and 2, the following shall apply: If the Seller fails to meet its obligation to remedy the defect despite setting a reasonable deadline, we shall be entitled to remedy the defect ourselves and to demand reimbursement from the Seller of the expenses required for this purpose or a corresponding advance payment. No deadline need be set if subsequent performance by the Seller is unreasonable for us or if immediate rectification of the defect by us or a third party is necessary (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage); we shall inform the Seller of such circumstances without delay. However, minor defects may be remedied by us ourselves - in fulfillment of our duty to minimize damage
- a) without prior consultation, without this affecting the Seller's warranty obligation. Even in the case of minor defects, we shall be entitled to demand reimbursement of the necessary expenses from the Seller.
- 5) Current safety data sheets shall be handed over to us with the delivery at the latest. The Seller shall indemnify us against all recourse claims by third parties in the event that the Seller fails to provide us with the safety data sheets or provides them late. The same shall apply to any subsequent changes.
- 6) If the Seller culpably provides us with a delivery/service which is not free of third party rights in Germany or, insofar as he is informed of this, in the country of destination, he shall be liable for all financial disadvantages resulting for us from this.

§ 10 Supplier recourse

- 1) We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b of the German Civil Code (BGB)) in addition to our claims for defects without restriction. In particular, we shall be entitled to demand from the Seller exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) shall not be restricted hereby.
- 2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB), we shall notify the Seller and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall have the burden of proof to the contrary.
- 3) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by incorporation into another product.

§ 11 Product liability

- 1) If claims are asserted against us due to violation of official safety regulations or due to domestic or foreign product liability rules or laws because of a defectiveness of our product, we shall be entitled to demand from the Seller indemnification against such claims if and to the extent that the damage was caused by a defect of a delivery item or in the Seller's sphere of control and organization.
- 2) Within the scope of its indemnification obligation, the Seller shall reimburse all costs and expenses arising from or in connection with a third party claim pursuant to §§ 683, 670 BGB. This shall also include costs of legal action.
- 3) If a safety-relevant defect in the delivery items makes a recall action necessary or if this is ordered by the authorities, you shall also bear the corresponding costs and expenses of the recall action. We shall coordinate the content and scope of such a recall with the seller - insofar as this is possible and reasonable. Further legal claims shall remain unaffected.
- 4) Claims under a right of recourse to which we are entitled against the Seller under the statutory provisions on product liability shall not become time-barred earlier than our own obligations towards third parties.

§ 12 Statute of Limitations

- 1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions unless otherwise expressly or hereinafter provided.
- 2) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects shall be 3 years from the passing of risk to us or to the third party designated by us.
- 3) Insofar as acceptance has been agreed (e.g. devices, machines and plants), the limitation period shall commence upon acceptance. The limitation period shall commence on the acceptance date stated in our written acceptance declaration. If the acceptance is delayed through no fault of the Seller, the limitation period shall be two years after the delivery item has been made available for acceptance.
- 4) The limitation period for spare parts shall be two years after installation/commissioning and shall end no later than four years after delivery. The warranty period for buildings shall be governed by the statutory provisions.
- 5) The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of property (§ 438 para. 1 no. 1 BGB) shall remain unaffected; claims arising from defects of title shall furthermore not be time-barred in any case as long as the third party can still assert the right - in particular in the absence of a limitation period - against us.
- 6) As long as the justification of our complaint is being negotiated or attempts at subsequent performance are being made, the warranty period for the affected delivery/service, for plant/plant parts shall be suspended from the time of notification of the operational disturbance until the conclusion of the negotiations or until the end of the repair work.
- 7) If you deliver a replacement or a repaired part within the scope of subsequent performance, the limitation period for the delivered part shall start anew upon its installation/acceptance. This provision shall not apply if only a minor defect of a delivered part can be remedied by replacement delivery or rectification without significant expenditure of time and money or if we had to assume from your conduct that you did not feel obliged to take the measure but only carried out the replacement delivery or rectification of the defect as a gesture of goodwill or for similar reasons.
- 8) The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 13 Import and Export Provisions, Customs

- 1) In the case of deliveries from an EU member state outside Germany, the supplier's EU VAT identification number must be stated.
- 2) Imported goods shall be delivered duty paid. You are obliged to provide at your own expense any declarations (so-called supplier's declarations) and information required under the currently valid EU-Regulation, to permit inspections by the customs authorities and to provide any official declarations required.
- 3) We are "AEO-F" - Authorized Economic Operator. You undertake to ensure that goods produced, stored, transported, delivered to us or accepted by us on our behalf are produced, stored, processed and loaded at secure operating sites and at secure handling locations and are protected against unauthorized access during production, storage, processing, loading and transport, the personnel employed for production, storage, processing, loading, transport and acceptance of such goods are reliable and business partners acting on your behalf are informed that they must also take measures to secure the supply chain referred to in a) above.
- 4) The same applies in the case of the provision of services.
- 5) The Seller shall provide any proofs of origin requested by us with all the necessary details and duly signed without delay. By accepting our order, the Seller undertakes to enable the verification of certificates of origin and supplier's declarations by the customs administration and to provide the information required for this purpose and to submit any official confirmations (information sheets) that may be required. Furthermore, he undertakes to compensate us for any damage incurred by us as a result of the declared origin not being recognized by the competent authority. The Seller shall inform us without delay if a delivery is subject in whole or in part to export restrictions under German or any other law.

§ 14 Choice of Law and Place of Jurisdiction

- 1) These General Terms and Conditions of Purchase and the contractual relationship between us and the Seller shall be governed exclusively by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). The same shall apply in the case of legal relations with sellers domiciled abroad.
- 2) For all disputes arising from the business relationship with merchants within the meaning of the German Commercial Code (Handelsgesetzbuch), the exclusive - also international - place of jurisdiction shall be our registered office in Neuburg a. d. Donau. The same shall apply if the Seller is a businessman within the meaning of § 14 of the German Civil Code (BGB). However, we reserve the right to bring our claims also at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a prior individual agreement or at the general place of jurisdiction of the Seller.

§ 15 Final Provisions

- 1) State of the art: Deliveries/services of the Seller shall comply with the latest state of the art, the relevant European and German legal provisions and the regulations and guidelines of authorities, professional associations and trade associations. In particular, the provisions of occupational safety law, the requirements of the Equipment and Product Safety Act, the accident prevention and fire protection regulations and the provisions of environmental law must be complied with.
- 2) Environment: The Seller undertakes to use environmentally friendly products and processes in his deliveries/services and also in subcontracted or ancillary services of third parties within the scope of economic and technical possibilities. He shall be liable for (consequential) damage caused due to a lack of environmental compatibility of the products and packaging materials supplied.
- 3) Social standards: The Seller warrants to us that the products or services supplied by him are not produced under inhumane working conditions and circumstances such as child labor, forced labor, discrimination or use of physical punishment or coercion. Likewise, it shall prevent any corruption, bribery or bribe payment.
- 4) Insolvency: If the financial situation of the Seller deteriorates after conclusion of the contract and before execution of the contractual delivery in such a way that proper performance of the contract is in doubt or if we become aware of such deterioration after conclusion of the contract, in particular if the Seller stops payments, a preliminary insolvency administrator is appointed or insolvency proceedings are opened against the Seller's assets, we shall be entitled to withdraw from the contract in whole or in part without prior notice. Compensation claims against us due to or in connection with such a withdrawal are excluded. Data protection: We are entitled to store and process all data required from you in the context of the establishment, implementation and termination of the contractual relationship within the legally permissible framework, including personal data.
- 5) English version: The German version of the Terms and Conditions of Purchase, as set forth above, shall be deemed expressly agreed. The English version serves merely as a working aid. It shall not be legally binding and shall not form part of the contract.