General Conditions of Purchase of DEHN SE and its affiliated companies with registered office in the Federal Republic of Germany (version of 23rd September 2024)

1. Applicability; Exclusivity

1.1 These General Conditions of Purchase („GCoP“) shall apply to DEHN SE and its affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) with registered office in the Federal Republic of Germany, in particular HANS DEHN Holding SE + Co KG, HD Asset GmbH + Co KG, DEHN digital solutions GmbH, HD IP GmbH + Co KG and HD Immo GmbH, provided that the aforementioned ordering company incorporates these GCoP. If the term „we“ or „us“ is used in the following, this shall refer to the respective ordering company – either DEHN SE or a company affiliated with it in accordance with sentence 1 of this Sec. 1.1.

1.2 These GCoP apply to all our business relations with our suppliers, subcontractors, service providers and contractors („Partner“) in connection with the purchase of products and/or services, in particular work or services („Deliverable“).

1.3 Our GCoP apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Partner are hereby rejected and shall not become part of the contract unless we expressly consent to their validity in writing. It shall not, for example, constitute consent if we place purchase orders without reservation, accept deliveries or other services or make direct or indirect reference to letters etc. containing the Partner's or third party's terms and conditions with knowledge of the Partner's terms and conditions.

1.4 Our GCoP shall, in their latest version at the time of our purchase order, also apply as a framework agreement for further contracts in terms of Sec. 1.2with the Partner, without special reference to these GCoP being required.

2. Conclusion and content of individual contracts; Representation

2.1 Only written purchase orders or purchase orders confirmed in writing are binding for us. The Partner shall verify our purchase orders and any associated documents, requirements, specifications on its own responsibility and shall immediately inform us of any incorrectness, ambiguity, incompleteness, contradictions or deviations from the latest state of the art and of any other concerns the Partner may have.

2.2 The Partner may only, without amendments and in writing, accept our purchase orders within the binding period (if any) specified therein, otherwise within ten (10) working days (Monday to Friday, with the exception of public holidays at the registered office of the Partner) of receipt of the purchase order. The date on which we receive the Partner's order confirmation during our usual business hours is decisive in this respect. We are entitled to change or cancel purchase orders until receipt of the Partner's purchase order confirmation.

2.3 If we do not receive the Partner's purchase order confirmation within the period of time as set out in Sec. 2.2, the purchase order shall be deemed rejected. We may waive the requirement to receive the Partner's purchase order confirmation in advance. In this case, our purchase order shall be deemed to be confirmed by the Partner if we do not receive a notice of reservation from the Partner within three (3) working days from the date of the purchase order.

2.4 Legally relevant declarations and notifications made by the Partner after the conclusion of the contract (e.g. setting of deadlines, reminders, declarations of withdrawal) must be made in writing to be effective.

2.5 Except for our executive board members, authorized signatories and other employees expressly named as contact persons for the Partner and entitled to represent us, our employees are not authorized to place orders, conclude contracts, make written or verbal agreements or make promises. Any such statements (or acceptance of statements) are irrelevant and do not bind us.

3. Terms of Delivery; Contractual Penalty; Risk; Changes

3.1 Unless otherwise agreed, DAP: Mühlhausen, Germany (INCOTERMS® 2020) shall apply to all deliveries. The place of performance for all deliveries shall be the destination specified by us in the purchase order. If such a destination is not explicitly specified in the purchase order, the place of performance shall be our registered office. Unless otherwise agreed, deliveries may only be made during regular business hours at the respective place of performance.

3.2 Any delivery/performance time(s) indicated in the purchase order are binding for the Partner. If no delivery/performance time(s) is/are indicated in the purchase order, delivery(s)/performance(s) shall be made immediately. The Partner shall immediately inform us if delivery/performance time(s) may likely not be met. The Partner shall inform us of the reason for and the expected duration of such delay.

3.3 If the Partner is in default with the delivery or performance of a Deliverable, we may – in addition to any other rights or remedies at law – charge a contractual penalty of 0.2% of the net value of the delayed Deliverable for each commenced working day, up to a maximum of 5%. The contractual penalty shall be in addition to our right to claim performance and only serves as the minimum amount of compensation. The contractual penalty may be demanded up until the final payment is due. Any contractual penalty paid shall be deducted from a claim for damages based on the same cause of damage. We reserve the right to give evidence of additional damages. The Partner reserves the right to give evidence that we have incurred no or only substantially lower damages.

3.4 Early deliveries and/or partial deliveries may be rejected by us. The return of early or partial deliveries shall be at the expense and risk of the Partner.

3.5 The risk of accidental loss and accidental deterioration shall only pass to us upon delivery to us at the place of performance. Insofar as the Deliverable consists of a work performance or if an acceptance is agreed, the risk shall not pass to us until successful acceptance. Acceptance (if any) shall be governed by the statutory provisions. It shall not be deemed an unconditional acceptance by us if we use Deliverables subject to acceptance prior to their formal acceptance.

3.6 Any changes to the Deliverables, in particular to their specifications or to their production process, including changes to production materials, test equipment and procedures, production facilities or environment, relocation of the production process to another production site (even within the same property), changes by or at sub-suppliers or subcontractors etc. require our written approval and must be notified by the Partner without delay, at least twelve (12) months in advance.

4. Prices; Invoices; Shipping; Terms of Payment and Late Payment

4.1 The agreed prices are fixed prices plus statutory value added tax. Unless expressly agreed otherwise, the price includes all services and ancillary services of the Partner as well as all ancillary costs, taxes (excluding statutory value added tax) and other duties. Travel and waiting times as well as travel costs and expenses will not be compensated.

4.2 The Deliverables shall be packed in a manner customary in the industry and sufficiently protected against transport damage. The Partner shall take back packaging material upon our request and at its own expense.

4.3 All order confirmations, delivery documents and invoices must also state our purchase order number, the purchase order date, our item number, unit and final prices, the item description, delivery quantity and delivery address. In the event of a delay in processing due to missing information, our payment term is automatically extended by a reasonable period of time.

4.4 Payment terms is 14 days with 3% discount or 30 days net. The term of payment shall commence upon receipt of a lawful and verifiable invoice, but not before delivery/performance in full including all documents and acceptance (if acceptance is required). A default in payment shall be determined by statutory law, however, a reminder by the Partner being necessary in any case, regardless of statutory law.

4.5 The Partner may only demand interest from the time of our default in payment. The preparation of drafts and cost estimates as well as similar order-preparing actions of the Partner are free of charge, unless otherwise agreed.

5. Retention of Title by the Partner; Manufacturer's Clause

5.1 Title to the Deliverables shall pass to us in full, unconditionally and without regard to payment of the purchase price, upon delivery to us or to a third party designated by us (not: carrier).

5.2 If, contrary to Sec. 5.1, a retention of title by the Partner exists in individual cases, being expressly agreed or due to a retention of title by the Partner prevails in accordance with mandatory law, the retention of title by the Partner shall expire at the latest upon our payment of the purchase price for each Deliverable.

5.3 In the case of Sec. 5.2, in the ordinary course of business and before payment of the purchase price, we are entitled to:

5.3.1 resell the Deliverable by assigning our respective purchase price claim in advance to the Partner (thus a simple retention of title by the Partner which is extended to the resale of the Deliverable shall apply alternatively). Excluded are all other forms of retention of title, in particular (i) the extended, (ii) the forwarded and (iii) the extended retention of title for further processing;

5.3.2 process, redesign, combine, mix and blend the Deliverable subject to the retention of title by the Partner for us as manufacturer in our own name and for our own account. We thereby acquire ownership at the latest in accordance with the respective statutory provisions.

6. Reservation of, inter alia, Copyrights and Industrial Property Rights; Confidentiality

6.1 We reserve all property rights, copyrights and industrial property rights to all documents, materials and other items (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items) provided by us to the Partner.

6.2 The Partner may not make such items accessible or disclose them as such or their contents to third parties, exploit them, reproduce them or change them without our prior written consent. The Partner shall use them exclusively for the contractual purposes and return them to us in full at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by the Partner in the ordinary course of business and in accordance with statutory storage obligations. At our request, the Partner shall confirm the completeness of the return and destruction/deletion or state which of the above-mentioned documents, materials and items the Partner still believes to need for the aforementioned reasons.

6.3 The Partner is obliged to treat all commercial or technical details, which are not public knowledge and which become known to him through the business relationship, as confidential („Confidential Information"), to protect such Confidential Information from access by third parties and not to use such Confidential Information for any purpose other than the performance of the contract. In particular, the Partner shall not use such Confidential Information for the registration of industrial property rights; the Confidential Information may not be reconstructed, dismantled, decompiled, disassembled, reverse-engineered or deconstructed, emulated or observed or examined outside the contractual purpose. The Partner shall ensure that its employees, sub-suppliers, subcontractors and other vicarious agents or assistants are accordingly required to maintain confidentiality and are liable for all damages incurred by us as a result of a breach of this obligation. Reference to the business relationship existing with us is only permitted with our permission.

7. Provision of Materials; Manufacturer's Clause

7.1 Sec. 6.1 and 6.2 apply accordingly – in particular with regard to our ownership position – to materials, tools, devices and all other items (e.g. software, finished and semi-finished products) which we provide to the Partner for the purpose of fulfilling an existing contract with us or which the Partner produces for this purpose on our instructions and for our account („Provided Items").

7.2 The Partner shall mark the Provided Items as our property (in the case of tools additionally with a tool number) and store them with diligence and free of charge for us. The Partner shall also insure the Provided Items against damage and loss (fire, water and theft) at their current value and provide proof of such insurance at our request by presenting the insurance documents. Unless otherwise agreed, the Partner shall carry out timely inspection, servicing, maintenance and repair work in relation to the Provided Items at its own expense.

7.3 The Partner shall use the Provided Items exclusively for the fulfilment of our orders; they shall not be passed on to third parties.

7.4 If the Provided Items are processed or transformed by the Partner, such processing is always carried out for us as manufacturer in our name and for our account, so that we directly acquire ownership. If the processing or transformation is carried out using materials from several owners, or if the value of the newly created object is higher than the value of the Provided Items, we shall acquire co-ownership (fractional ownership) of the newly created object in the ratio of the value of the Provided Items to the value of the other processed/transformed materials at the time of the processing/transformation. If the Provided Items are connected, mixed or blended with other items not belonging to us, we shall acquire co-ownership in accordance with the statutory provisions or – if the Provided Items is to be regarded as the main item – sole ownership of the newly created object.

8. Quality/Environmental Management System; Traceability

8.1 The Partner shall set up and maintain during the term of the contract a quality and environmental management system which is suitable in type and scope, corresponds to the latest state of the art and is documented, and which at least meets the requirements of DIN EN ISO 9001 or IATF 16949 as well as DIN EN ISO 14001.

8.2 Insofar as the Partner receives items provided by us or third parties for the manufacture of its deliveries, such items shall be included by the Partner in its quality management system in the same way as its own production resources.

8.3 The Partner shall ensure the traceability of its Deliverables at all times in order to be able to carry out batch tracking in the event of damage. For this purpose, the Deliverables shall be marked with at least one consecutive serial number and the manufacturing date. The Partner shall ensure that the marking of the packed Deliverables is visible during transport and storage.

9. Industrial Property Rights

9.1 Industrial property rights (in particular patents and registered design, inventions and technical improvements) and copyrights as well as the know-how created by the Partner alone or in part in connection with the performance of the contract (together „New IPR") shall be exclusively owned by us. New IPR are hereby – to the extent permitted by law – transferred to us in advance by the Partner in their current state; we hereby accept such transfer. We have the exclusive and unlimited right to use and exploit the New IPR.

9.2 Insofar as the transfer of rights in accordance with Sec. 9.1 is not possible, the Partner hereby grants to us the unrestricted, irrevocable, exclusive, worldwide, royalty-free, permanent, sublicensable and transferable right to use the Deliverable in unprocessed or processed form and in all known and unknown types of use. We hereby accept such transfer.

9.3 The Partner shall ensure by appropriate contractual agreements with its employees, subcontractors and other vicarious agents or assistants used by the Partner for the performance of the contract that the rights as set out in this Sec. 9 can be granted to us for an unlimited period of time and without additional remuneration (including a possible inventor's compensation) or other restrictions.

9.4 Insofar as the use of the New IPR by us requires a right of use to the rights of the Partner which have not been transferred in accordance with Sec. 9.1 or to which a right of use has been granted in accordance with Sec. 9.2, the Partner hereby grants to us a non-exclusive, unlimited, worldwide, unrestricted, and royalty-free right to use these rights. This right of use is transferable and sublicensable for us and includes the right to use the rights in unprocessed or processed form and in all known types of use.

10. Rights in case of defects and other breaches of contract

10.1 Our rights in the event of material defects and defects of title of the Deliverables and other breaches of contract by the Partner shall be governed by these GCoP and, in addition, the statutory provisions.

10.2 The Partner guarantees in particular that its Deliverables have the agreed quality, comply with all relevant laws and regulations and technical standards as well as the latest state of the art, do not show any deviations from the (initial) samples or specimens made available to us or released by us and are suitable for the contractual purpose envisaged by us or its usual purpose. The Partner further guarantees that the Deliverables are new and in particular that new production material has been used and that they have been delivered to us with the agreed accessories and instructions, in particular any installation and assembly instructions.

10.3 In addition, the Partner guarantees that the Deliverables are suitable for customary use and have the usual quality to be expected. The Partner shall in particular ensure that the Deliverables have the quality that we can expect on the basis of public statements made by the Partner, another member of the contractual or distribution chain or public statements made on their behalf - in particular in advertising or on the label.

10.4 Deviations from the objective requirements can only be made, if we were informed by the Partner prior to the submission of our contractual declaration that a certain feature of the Deliverables deviates from the objective requirements and this deviation was expressly and separately agreed in a contract.

10.5 Our obligation to inspect and give notice of defects (if any) shall be limited to defects which become obvious during a visual inspection of the Deliverables including the delivery documents (e.g. transport damage, wrong and short deliveries). If the Deliverable consists of a work performance or if an acceptance is agreed, we have no obligation to perform an incoming inspection. Our obligation to give notice of hidden defects remains unaffected. We will notify the Partner of any defects within eight (8) working days of receipt of the Deliverables (in the case of apparent defects) or of their discovery (in the case of hidden defects).

10.6 If the Deliverables are defective, we may, at our discretion, demand subsequent performance either by way of remedying the defect (subsequent improvement) or by delivery of a defect-free Deliverable (replacement delivery). If the Partner does not fulfil its obligation to subsequent performance within a reasonable period set by us, we may, at our option, withdraw from the relevant purchase order, reduce the agreed remuneration by a reasonable amount taking into account the reduction in value caused by the defect, or remedy the defect itself or have it remedied (self-remedy) and request reimbursement of the expenses necessary for this purpose or a corresponding advance payment from the Partner. If subsequent performance by the Partner has failed or cannot be reasonably expected by us (e.g. owing to particular urgency, danger to operational safety or impending disproportionate loss), we are not required to set a (if applicable, new) deadline. We will inform the Partner of such circumstances without delay, and, if reasonably possible, prior to us carrying out the self-remedy. The subsequent performance shall be deemed to have failed after the first unsuccessful attempt.

10.7 The Partner shall bear all costs of inspection and subsequent performance – including any dismantling and installation costs – even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for the remedy of defects remains unaffected; however, we shall only be liable if we have recognized or grossly negligently failed to recognize that no defect actually existed.

10.8 We do not acknowledge any provisions limiting the Partner's warranty or liability and object to them.

11. Infringement of Third-Party Rights

11.1 Notwithstanding its obligation to assume liability for defects of title in accordance with Sec. 10, the Partner guarantees that the use of its Deliverables by us, our affiliated companies and our customers does not infringe any rights of any third parties.

11.2 If claims are made against us, our affiliated companies or our customers on account of an actual or alleged infringement of third party rights and if the claim is attributable to a Deliverable of the Partner, the Partner shall reimburse all expenses, costs and damages (including the costs of appropriate legal prosecution or defense) incurred by us, our affiliated companies and our customers as a result thereof and indemnify us, our affiliated companies and our customers against all third-party claims resulting therefrom.

11.3 The rights according to Sec. 11.2 shall not apply insofar as the Partner proves that it is neither responsible for the infringement of the third party rights nor should have – by applying reasonable diligence – been aware of it at the time of the delivery/performance.

12. Limitation Period

12.1 The limitation period shall be determined by the statutory provisions, unless otherwise provided below.

12.2 Unless a longer period of limitation is provided by the applicable law, the general limitation period for contractual claims due to material defects and defects of title shall be three (3) years from delivery to us at the place of performance. Insofar as the Deliverable consists of a work performance or if an acceptance is required, the limitation period shall not commence prior to successful acceptance.

12.3 Notwithstanding Sec. 12.2, claims arising from defects of title shall not become time-barred as long as the third party who is the owner of the claim or right giving rise to the defect is able to enforce this/these claim(s) or right(s) against us – especially in the absence of a period of limitations.

13. Product and Manufacturer's Liability

13.1 Insofar as the Deliverables of the Partner may lead to risks to life or limb or other damages including financial losses of third parties, we are entitled to take all measures at the Partner's expense, such as public warnings and recall actions, to which we are obliged or which are otherwise appropriate, in order to protect third parties from damages. The Partner shall cooperate with us in good faith in order to eliminate the risks arising from its Deliverables as quickly and effectively as possible. In particular, the Partner shall, immediately upon request, hand over to us the necessary documentation proving the compliance of the Deliverables with all applicable guidelines and standards.

13.2 If the Partner has reasons to believe that its Deliverables may lead to risks to life or limb or other damages, including financial losses of third parties, the Partner shall immediately inform us thereof.

13.3 If claims are made against us, our affiliated companies and our customers by a third party by way of product and/or producer liability and if the claim is attributable to a Deliverable of the Partner, the Partner shall reimburse all expenses, costs and damages (including the costs for appropriate legal prosecution or defense) incurred by us, our affiliated companies and our customers as a result thereof and indemnify us, our affiliated companies and our customers against all third-party claims arising therefrom. Sec. 11.3 shall apply accordingly.

14. Insurance

14.1 The Partner shall insure itself sufficiently and at its own expense against all risks arising from the contract with us by taking out a company and product liability insurance policy which is at least common in the industry. The Partner shall provide us with evidence of such insurance policy annually without being asked. The insurance must provide at least the following amounts of cover: EUR 5 million per personal injury and property damage, EUR 1 million for financial losses and EUR 3 million for recall costs.

14.2 The provision of insurance cover shall not affect the responsibility and liability of the Partner towards us.

15. Contractual Products as Spare Parts

15.1 The Partner warrants that, for a period of at least ten (10) years after the last delivery of the contractual products to us, the contractual products as replacement products/spare parts can be produced and delivered to us by the Partner.

15.2 The price last agreed for the contractual products as replacement products/spare parts shall continue to apply for a period of three (3) years after the last delivery. For the period thereafter, the price for the contractual products as replacement products/spare parts shall be agreed separately. If the parties cannot reach an agreement, we are entitled to set the price at our reasonable discretion.

16. Product Conformity; REACH; Conflict Minerals

16.1 The Partner warrants that the Deliverables are in conformity with the requirements of the relevant product-related regulations at the place of performance. Insofar as the Deliverables are to be used at another location and the Partner is informed thereof, the regulations applicable at these locations shall also be complied with.

16.2 Deliverables delivered or imported into or within the European Union („EU") must in particular be in conformity with the regulations of Regulation (EC) No. 1907/2006 („REACH Regulation") and the EU Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment („RoHS Directive").

16.3 The Partner shall ensure that all substances, including those contained in Deliverables, are pre-registered or registered to the extent required by the REACH Regulation.

16.4 Insofar as we import Deliverables into the EU and the Partner is informed thereof, the Partner shall name an EU representative who takes over the tasks and duties of the importer with regard to fulfilling the obligations of the REACH Regulation. In case we expressly agree, the Partner may, in derogation thereof, provide all necessary data and information at its own expense so that we are able to fulfil the importer's obligations under the REACH Regulation ourselves. This concerns in particular the obligations for pre-registration or registration as well as the notification obligations with regard to substances of very high concern („SVHC"). The Partner shall bear all costs, fees and expenses relating to our obligations as importer under the REACH Regulation.

16.5 In the event that the Deliverables are to be regarded as products in terms of the REACH Regulation, the Partner shall inform us after appropriate investigations whether a release of substances contained in the products is intended which requires registration in accordance with the REACH Regulation or whether the products or parts thereof contain SVHC according to the European Chemical Agency Candidate List („ECHA Candidate List") in a concentration of more than 0.1 mass percent (w/w). The Partner shall inform us of the identity of these substances and, if applicable, their concentration in the products. This obligation also applies to those products for which the respective substances have been included in the ECHA Candidate List at a time when the Deliverables have already been delivered.

16.6 The Partner shall inform us in due time of any additional restrictions contained in the REACH Regulation or imposed by the competent authorities as part of the implementation of the REACH Regulation. This includes in particular all restrictions of use or all authorization requirements according to Annex XIV of the REACH Regulation that actually or potentially have an influence on the use, sale or disposal of substances contained in the Deliverables.

16.7 The Partner shall provide us in due time with all necessary information in relation to the Deliverables which the Partner (or any third party from whom the Partner itself has purchased) has to pass on within the supply chain (meaning downstream buyers or users) in accordance with the REACH Regulation. Furthermore, the Partner must provide all information that we or the downstream parties in the supply chain need to fulfil their obligations under the REACH Regulation.

16.8 Upon request, the Partner shall provide us with the material composition of the Deliverables.

16.9 If the Partner makes use of exemptions in relation to the RoHS Directive, in particular with regard to the scope of application of the RoHS Directive or with regard to the use of substances, the Partner assures to disclose such exemptions to us.

16.10 We have a duty to provide information to our customers in the supply chain regarding the use of certain materials (so-called „conflict minerals"), inter alia in relation to the Dodd-Frank Act Section 1502. These include the minerals gold, tin, tantalum, tungsten and their derivatives in connection with their origin in conflict areas. Insofar as the Partner uses these minerals in the Deliverables, the Partner is obliged to inform us thereof in due time prior to the performance of the contract and, at our request, to explain the measures for avoiding conflict minerals, e.g. in accordance with EU Regulation 2017/821, to answer customer queries and to provide appropriate evidence.

17. Compliance

17.1 The Partner shall comply with all laws and regulations which relate to it and the business relationship with us, that it will not commit and refrain from any acts which could lead to a criminal act owning to fraud or a breach of trust, an insolvency criminal act, a criminal act against competition, granting of advantages or bribery of individuals employed by us or other third parties.

17.2 The Partner further agrees to comply with the DEHN Code of Conduct for Business Partners – Internet: https://www.dehn-international.com/sites/default/files/media/files/code-of-conduct-for-business-partners.pdf – („Code of Conduct"). Upon request, the Partner shall immediately provide written information on its compliance with the Code of Conduct.

17.3 The Partner shall be obliged to contractually pass on the principles and requirements of the Code of Conduct to its upstream suppliers, subcontractors and other vicarious agents.

18. Subcontracting

18.1 Without our prior consent, the Partner is not permitted to have the Deliverables provided or performed in whole or in part by third parties (e.g. subcontractors, suppliers).

18.2 The involvement of third parties shall not relieve the Partner of its responsibility towards us. The conduct of third parties which are involved by the Partner to perform its obligations shall be attributed to the Partner as its own conduct. This also expressly includes any manufacturers and sub-suppliers of the production materials and production equipment used by the Partner.

19. Set-off and Retention

The Partner is entitled to offset and to assert a right of retention only insofar as its counter-claim is either undisputed or finally determined by a competent court.

20. Foreign Trade and Export Control Data

Upon our request, the Partner shall provide us with the following information, data and documents in writing:

20.1 Export restrictions in accordance with the regulations of Regulation (EU) No. 2021/821 („Dual-Use Regulation“) in its current version or in accordance with the „Export List“ annex to the German Foreign Trade and Payments Regulation (AWV);

20.2 the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the Deliverable is subject to the U.S. Export Administration Regulations);

20.3 the statistical goods number according to the current goods nomenclature for external trade statistics;

20.4 the country of origin (non-preferential origin);

20.5 an officially certified certificate of origin (for non-preferential origin from countries that are not of the EU);

20.6 Supplier declarations of preferential origin (for deliveries from all countries belonging to the EU).

21. Choice of Law; Venue

21.1 These GCoP and the business relations between us and the Partner shall be construed and governed by the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and excluding the application of the UN-Convention on Contracts for the International Sale of Goods (CISG).

21.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these GCoP or the contractual relationship between us and the Partner shall be Nuremberg. We are may elect to commence legal action also at the registered office of the Partner. Mandatory statutory provisions, in particular those concerning exclusive places of jurisdiction, shall remain unaffected.

22. Miscellaneous

22.1 With the exception of Sec. 2.4, 3.6, 4.4, 6.2, 17.2 and 20, electronic form or text form shall qualify as being in writing for the purposes of these GCoP.

22.2 Should individual provisions of these GCoP be or become void or invalid in whole or in part, this shall not affect the validity of the other provisions. The applicable statutory law will apply in place of any standard terms and conditions which are invalid or not included. In all other cases, to replace a void or invalid provision, the Parties will agree on a valid provision that reflects as closely as possible its economic purpose unless a supplementary interpretation of the contract is preferential or possible