

**1. Validity**

- 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all business relationships with our contractors or suppliers („Suppliers"). All deliveries, services and offers of our Suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. They are an integral part of all contracts that we conclude with our Suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to us, even if they are not separately agreed again.
- 1.2. Our GTCP shall apply exclusively. Any general terms and conditions of business of the Supplier that deviate from, contradict or supplement these GTCP or the statutory regulations shall only become part of the contract if and to the extent that we have expressly consented to their validity in writing. This requirement of consent shall apply in any case, for example even if the Supplier refers to its GTCP in the context of the order confirmation and we do not expressly object to this.
- 1.3. These GTCP shall only apply if the Supplier is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.

**2. Conclusion of a contract**

- 2.1. Our order shall be deemed binding at the earliest upon submission or confirmation in text form. The Supplier must point out obvious errors (e.g. spelling or calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.
- 2.2. The Supplier is required to confirm our order in text form within a period of 3 days (acceptance), unless otherwise stated in the order. If this confirmation is not made within the aforementioned period or within the period specified in the order, we shall no longer be bound by our order.
- 2.3. We are entitled to change the time and place of the delivery or services as well as the type of packaging at any time by written notification with a notice period of at least 7 calendar days before the agreed delivery date or service date. The same applies to changes in product specifications, insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional expense, whereby in these cases the notification period in accordance with the previous sentence is at least 14 calendar days. We shall reimburse the Supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date or performance date shall be postponed accordingly. The Supplier shall notify us in writing of the additional costs or delays in delivery to be expected by him on careful assessment in good time before the delivery date, but at least within 3 working days of receipt of our notification in accordance with the sentence 1.
- 2.4. We are entitled to withdraw from the contract at any time by written declaration stating the reason if a) we are no longer able to use the ordered products or commissioned services in our business operations or are only able to use them at considerable expense due to circumstances occurring after the conclusion of the contract for which the Supplier is responsible (such as lack of compliance with legal requirements) or b) the Supplier's financial circumstances deteriorate after the conclusion of the contract to such an extent that delivery in accordance with the contract is not to be expected.

**3. Delivery time and delayed delivery**

- 3.1. The delivery time (delivery date or period) specified by us in the order or otherwise agreed is binding. Early deliveries are not permitted unless this has been expressly agreed with us in advance.
- 3.2. The Supplier is obliged to inform us immediately in text form if circumstances occur or become apparent according to which the delivery time cannot be met.
- 3.3. If the Supplier does not perform or does not perform within the agreed delivery time or if he is in default, our rights – in particular to rescission and damages – shall be determined in accordance with the statutory provisions. The provisions in clause 3.4 remain unaffected.
- 3.4. If the Supplier is in default, we may demand a contractual penalty in the amount of 0,3 % of the net order value per calendar day, but in total not more than 5% of the net order value of the goods delivered late. We are entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed by the Supplier according to the statutory provisions; the assertion of further damages remains unaffected. We retain the claim to contractual penalty even if we do not reserve it when accepting performance.
- 3.5. The Supplier is not entitled to make partial deliveries without our prior written consent.

**4. Performance, delivery, transfer of risk, default of acceptance**

- 4.1. The Supplier is not entitled to have the service owed by him provided by third parties (e.g. subcontractors) without our prior written consent. The Supplier bears the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 4.2. Unless otherwise agreed, delivery shall be made „Delivery Duty Paid“ DDP Incoterms® 2020 to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business in Postbauer-Heng. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 4.3. The products must be packed professionally (if necessary, in compliance with the packaging instructions specified by Bock) and delivered secured against damages. The packaging units specified by Bock must be complied with. The packaging material used shall be environmentally friendly and shall only be used to the extent necessary. At our request, the Supplier shall take back the packaging at his own expense or we shall dispose of the packaging at the Supplier's expense.
- 4.4. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and our order ID (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.
- 4.5. The values determined by our respective factory are decisive for quantities and weights.
- 4.6. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance, unless otherwise stipulated in the individual delivery contracts (e.g. Incoterms® 2020). If acceptance has been agreed, this shall be decisive for the transfer of risk. For the rest, the statutory regulations of the law on contracts for work and services shall apply accordingly in the event of an acceptance inspection. If we are in default of acceptance, this shall be deemed equivalent to transfer or acceptance.
- 4.7. The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 German Civil Code). If the contract concerns a non-representable item to be manufactured by the Supplier (individual production) the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- 4.8. The application of Section 373 German Commercial Code (HGB) is excluded to the extent that this provision grants the Supplier additional rights in addition to those provided for under the German Civil Code (BGB).

**5. Customs, export control**

- 5.1. The Supplier is obliged to provide us with certificates of origin, (long-term) supplier declarations, statistical goods numbers or proofs of preference as well as any other documents and data in accordance with the respective applicable legal requirements of foreign trade without delay and free of charge.
- 5.2. The Supplier shall indemnify us against all costs and claims of third parties arising as a result of inaccurate, incomplete or faulty documents or statements of origin.
- 5.3. If the Supplier delivers goods to us which are subject to export control, the Supplier undertakes to transmit to us without delay all further documents and information necessary for the application of a licence.

**6. Prices, terms of payment**

- 6.1. The price stated in the order or otherwise agreed is binding. All prices include statutory value added tax if this is not shown separately.
- 6.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 6.3. Insofar as, according to the agreement reached, the price does not include the packaging and the remuneration for the packaging – which is not only provided on loan – is not expressly determined, this is to be charged at the verifiable cost price.
- 6.4. If, according to the agreement made, the price does not include the transport costs and the transport costs are to be born by Bock, the Supplier shall choose the mode of transport prescribed by Bock or the most favourable mode of transport.
- 6.5. Unless otherwise agreed, we shall pay within 14 days of complete delivery and performance and receipt of a proper invoice with a 3 % discount or within 30 calendar days net. If an inspection or acceptance has been agreed, we shall pay within 15 days after receipt of the consideration, unless otherwise agreed.
- 6.6. All order confirmations, delivery documents, freight documents and invoices as well as all correspondence in connection with the order from Bock must state our order number and our order date, the article designation, article number, drawing numbers, if applicable, delivery quantity and delivery address. If one or more of these details are missing and this delays processing by us in the normal course of business we shall not be responsible for any delays in processing or payment resulting therefrom and the payment deadlines shall be extended by the period of delay.
- 6.7. We do not owe any maturity interest within the meaning of article 353 Commercial Code (HGB).
- 6.8. Default in payment shall be governed by the statutory provisions, whereby we shall owe default interest in the amount of five (5) percentage points above the base interest rate pursuant to § 247 BGB.

**7. Confidentiality and property protection**

- 7.1. We reserve the ownership and copyright of any orders placed by us, as well as any drawings, illustrations, drafts, plans, implementation instructions, calculations, descriptions and other documents, information or data made available to the Supplier. The Supplier may not make them (with the exception of those in public domain) accessible to third parties or use or reproduce them himself or through third parties without our express consent. He shall use them only for the contractual purpose and return them to us in full at our request or destroy them if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, copies made by the Supplier must be destroyed; the only exceptions to this are storage within the framework of statutory retention periods and the storage of data for backup purposes within the framework of normal data backup. The Supplier shall oblige its sub-suppliers accordingly. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents, information and data provided has become generally known. Special non-disclosure agreements and statutory regulations on the protection of secrets shall remain unaffected.
  - 7.2. Tools, devices, templates, samples, models, fabrics and materials and other items (hereinafter referred to as „items“) which we make available to the Supplier or which are manufactured for contractual purposes and are separately invoiced to us by the supplier shall remain our property or shall pass into our ownership. The supplier shall identify them as our property store them carefully, insure them against risks (at least fire, water and theft) at the Supplier's expense at their replacement value and use them only for the purposes of the contract. The Supplier is obliged to carry out any necessary maintenance and inspection work on the items as well as all maintenance and repair work to a reasonable extent at its own expense in good time. The Supplier shall notify us without delay of any damage to these items which is not merely insignificant, as well as of any access by third parties such as seizures and any kind of restriction of our property. Upon request, he shall be obliged to return them to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us or if the Supplier is no longer able to deliver or if he is no longer competitive.
  - 7.3. Any processing, mixing or combination (further processing) of provided items by the Supplier shall be carried out for us. 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 acquire ownership of the product at the latest upon further processing in accordance with statutory provisions.
  - 7.4. The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of ownership from the Supplier conditional on payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase for the goods delivered. We shall remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claims arising therefrom alternatively validity of the simple reservation of extended to the resale. This excludes 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.
  - 7.5. Without our prior written consent, the Supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.
- 8. Warranty**
- 8.1. The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title in the goods or services (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier
  - 8.2. In accordance with the statutory provisions, the Supplier is liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of the risk to us. 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 were included in the contract in the same way as these GTPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the supplier or from the manufacturer. Insofar as a quality has not been agreed, the supplier shall provide its performance free of material defects and defects of title, in particular in accordance with the legal provisions applicable to the supplier and us in each case and the recognized rules of technology in each case.

## General Terms and Conditions of Purchase (as of March 2023)



- 8.3. In the case of goods with digital elements or other digital content, the supplier shall owe the provision and updating of the digital content in any case to the extent that this results from a quality agreement in accordance with 8.2 or other product descriptions of the manufacturer or in its order, in particular on the Internet, in advertising or on the goods label.
- 8.4. We do not waive warranty claims by acceptance or by approval of samples or specimens submitted.
- 8.5. We are not obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 German Civil Code (BGB), we are therefore also entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 8.6. The statutory provisions (Sections 377, 381 German Commercial Code (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 to defects which become apparent during our incoming goods inspection under external appraisal including the delivery papers (e.g. transport damage, wrong delivery and short delivery) or which are recognizable during our quality control in the line sampling procedure. Otherwise, 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 remains unaffected. Notwithstanding our duty to examine, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within 10 calendar days of discovery or, in the case of obvious defects, of delivery.
- 8.7. Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent, our statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, shall be borne by the Supplier 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; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.
- 8.8. Notwithstanding our statutory rights and the provisions in 8.6 the following shall apply: If the Supplier fails to fulfil its obligation to provide subsequent performance – at our discretion by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damages), no deadline need to be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.
- 8.9. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with statutory provisions.
- 9. Supplier recourse**
- 9.1. Our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445 a, 445 b or §§ 445 c, 327 para. 5, 327 u BGB) shall accrue to us without restriction in addition to the claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) German Civil Code BGB) shall not be restricted hereby.
- 9.2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445 a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the Supplier and request a written statement, briefly explaining the facts. 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 Supplier shall be responsible for proving the contrary.
- 9.3. Our claims from Supplier recourse shall also apply if the defective goods have been combined with another product or processed in any way by us, our customer or a third party, e.g. by installation, attachment or installation.
- 10. Liability**
- 10.1. The Supplier shall be liable for all damage caused to us by him or his agents in accordance with the statutory regulations. In particular, he shall indemnify us against all claims for damages by third parties, including instructions from supervisory authorities etc. which are asserted against us in connection with his contractually owed delivery or service. The Supplier shall also be liable for ensuring that the applicable regulations, in particular environmental, accident prevention, fire prevention and occupational health and safety regulations, are complied with in the performance of its services.
- 10.2. The Supplier undertakes to conclude a liability insurance and to maintain it for the duration of the business relationship. The liability insurance cover shall extend to the liability of persons used by the Supplier for the performance of its deliveries and services to the extent that these persons cause damage in the course of their activities under this contract. The sum insured must amount to at least € 500,000 for personal injury and property damage and € 50,000 for financial loss per damaging event, unless other amounts are stipulated in the order. Upon request, the Supplier shall provide us with proof of coverage for this insurance at any time no later than 10 days after conclusion of the contract.
- 10.3. The Supplier as well as persons commissioned by him shall ensure the careful and safe storage of their property brought into our operating facilities. We shall be liable for damage to this property or its loss in accordance with the following general liability provision in 10.4.
- 10.4. In the event of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory regulations; likewise in the event of culpable breach of material contractual obligations. Insofar as there is no intentional breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage. Liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected. Unless otherwise expressly regulated above, our liability is excluded.
- 11. Product liability, insurance**
- 11.1. The Supplier shall indemnify us against claims by third parties for damages, costs, expenses and other disadvantages resulting from product defects, insofar as the cause was within its sphere of control and organisation and it is itself liable in relation to third parties.
- 11.2. To the extent of this indemnification obligation, the Supplier shall also be obliged to reimburse any expenses incurred by us and to reimburse any damages resulting from a product defect or a field measure carried out in connection with a product defect. The field measures include in particular recalls and warnings. We will inform the Supplier about the content and scope of such field measures – as far as possible and reasonable – and give him the opportunity to comment.
- 11.3. Further legal claims on our part remain unaffected.
- 11.4. The Supplier shall conclude and maintain at its own expense a product liability insurance with an appropriate sum insured of at least EUR 10 million per personal injury/property damage - lump sum – including coverage of recall actions. The Supplier will prove the existence of the insurance to us at any time upon request.
- 12. Limitation**
- 12.1. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 12.2. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB) the general limitation period for claims for defects shall be 3 years from the transfer of risk, unless otherwise agreed. Insofar as acceptance is provided for or agreed by law, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (section 438 (1) 1 No. 1 Civil Code (BGB)) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right – in particular in the absence of a limitation period – against us.
- 12.3. The limitation periods of the law on sales including the above extension shall apply – to the statutory extent – 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 (Sections 195, 199 German Civil Code (BGB)) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in the individual cases.
- 12.4. Upon receipt of our notice of defect by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin again unless we had to assume from the supplier's conduct of that the Supplier did not consider itself obliged to undertake the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 13. Design Protection, rights of use**
- 13.1. Insofar as ordered parts are manufactured by Supplier on the basis of our own design, all rights arising in connection with the design shall remain with us. By accepting the order, the Supplier undertakes neither to supply nor to offer the parts ordered to third parties now or later. Enquiries are to be forwarded to us exclusively.
- 13.2. The Supplier shall transfer to us the exclusive right, unlimited in time, to publish, distribute, reproduce, process and otherwise exploit all ideas, concepts, drafts and designs provided by the Supplier and commissioned by us. The rights granted above extend to all types of use. The granting of rights under this provision expressly includes the right to transfer them to third parties.
- 13.3. The aforementioned grant of rights is compensated with the respective price paid by us.
- 13.4. We shall have the right, if necessary, to withhold any withholding taxes for which we are liable, including any surcharges. Any such withholding tax withheld shall be deemed to be a payment by us to the Supplier for the purposes of the business relationship. We shall immediately send the Supplier a certificate stating the amount of the withheld and remitted amounts. Withholding tax shall not be withheld or shall be reduced insofar as the supplier submits to us a corresponding exemption certificate from the Federal Central Tax Office with the transmission of the invoice.
- 14. Property rights**
- 14.1. In accordance with this paragraph, the Supplier shall be responsible for ensuring that no third-party industrial property rights are infringed by products supplied by him. He is obliged to indemnify us on first demand against all claims made by third parties against us due to such an infringement or industrial property rights and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the Supplier proves that it is neither responsible for the infringement of industrial property rights nor that it should have been aware of the infringement at the time of delivery if it had exercised due commercial care. Our further legal claims due to defects of title of the products delivered to us shall remain unaffected.
- 15. Spare parts**
- 15.1. The Supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least 15 years after delivery.
- 15.2. If the Supplier intends to discontinue the production of spare parts for the products delivered to us with or after the expiry of the period specified in para. 1, he shall notify us thereof immediately after the decision on the discontinuation. This decision must be at least 12 months prior to the discontinuation of production.
- 16. Assignment and set-off, right of retention**
- 16.1. The Supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply, insofar as monetary claims are concerned.
- 16.2. We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective performance against the Supplier.
- 16.3. The Supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed. The defence of non-performance of the contract remains unaffected.
- 17. Compliance with laws, REACH**
- 17.1. In connection with the contractual relationship, the Supplier shall be obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, competition, labour, environmental protection and data protection regulations.
- 17.2. If there is reasonable suspicion or if it is certain that the supplier has violated the legal provisions applicable to it, we shall be entitled to withdraw from the contract or to terminate the contract if we can no longer reasonably be expected to continue to adhere to the contract. Other rights on our part, in particular to compensation for damages, shall remain unaffected.
- 17.3. The Supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.
- 17.4. The Supplier shall use reasonable endeavours to ensure compliance by its subcontractors with the obligations contained in this para. 17. The Supplier shall use its reasonable endeavours to ensure compliance by its subcontractors with the obligations incumbent on the Supplier under this clause.
- 17.5. The Supplier shall be responsible for ensuring that the goods comply with the provisions of the Regulation (EC) Nr. 1907/2006 („REACH-Regulation“) on the Registration, Evaluation,

Authorisation and Restriction of Chemicals, as amended from time to time. In particular, the substances contained in the goods have been pre-registered or registered, as the case may be, to the extent required under the provisions of the REACH regulation. The Supplier shall provide us with safety data sheets and further required information in accordance with the provisions of the REACH Regulations without being requested to do so. In particular, restrictions and/or prohibitions of substances or uses and any contents of substances on the candidate list (SVHC) must be observed and communicated in writing being requested to do so.

**18. Other provisions**

- 18.1. These GTPC and the contractual relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 18.2. If the Supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be, our registered office in 92353 Postbauer-Heng, Germany Germany. The same shall apply if the Supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance at the delivery obligation in accordance with these GTPC or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.
- 18.3. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our order take precedence over these GTPC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 18.4. Neither a handwritten signature nor an electronic signature is required to comply with the written form. Notifications by telefax or e-mail are sufficient for the written form, as are other text forms, without the conclusion of the declaration having to be specially indicated.
- 18.5. Insofar as the contract or these GTPC contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTPC if they had been aware of the loophole.
- 18.6. The Supplier acknowledges that we store data from the contractual relationship in accordance with the data protection regulations. The declaration on the basic data protection regulation can be found on our website.
- 18.7. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTPC.