

## General Terms and Conditions of Purchase

of CTS GmbH,  
Lotzenäcker 21  
72379 Hechingen, Germany

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### § 1

#### Scope of validity

- (1) All quotes, orders, deliveries and services of suppliers of goods or services (hereinafter “**Supplier**”) shall be governed exclusively by the following General Terms and Conditions of Purchase (hereinafter “**GTCP**”).
- (2) We do not recognise contradictory terms and conditions of the Supplier or terms and conditions of the Supplier which deviate from our GTCP and object to them in advance, unless we have expressly consented to them in writing. Our GTCP shall also apply if we accept and pay for the goods or services of the Supplier without reservation, knowing that the Supplier's terms and conditions conflict with or deviate from our GTCP and if we do not expressly object to the contradictory terms and conditions or those deviating from our GTCP.
- (3) The following GTCP apply only to entrepreneurs as defined by sect. 14 BGB (German Civil Code), legal entities under public law or special funds under public law.
- (4) The following GTCP apply to permanent business relationships between us and the Supplier, even without further express reference to future orders.
- (5) The GTCP apply in particular to contracts for the sale and/or delivery of movable objects (hereinafter referred to as “**Goods**”), irrespective of whether the Supplier manufactures the Goods themselves or purchases them from suppliers (sect. 433, 650 BGB). Insofar as nothing else is agreed, the GTCP in the version valid at the time of the Supplier's order or in any case in the version last communicated to the Supplier in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- (6) Amendments or supplements to these GTCP are only binding if they are confirmed by us in writing.
- (7) All agreements made between us and the Supplier for the purpose of executing a contract must be set out in writing in a contract.
- (8) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information provided in our order take precedence over the GTCP. In case of doubt,

trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

- (9) Legally relevant declarations and notifications by the Supplier regarding the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- (10) References to the validity of statutory provisions are for clarification purposes only. Even without such a clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

## § 2

### **Conclusion and amendment of contract**

- (1) The preparation of offers and estimates by the Supplier is free of charge and non-binding for us.
- (2) The offers must contain all relevant information necessary to assess quality, technical characteristics and price.
- (3) Supply contracts (order and acceptance) and delivery calls as well as their amendments and supplements must be made in writing; verbal and telephone orders require our written confirmation to the Supplier to be legally binding; this also applies in the event of subsequent amendments to orders that have already been placed.
- (4) The Supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.
- (5) A confirmation from the Supplier that deviates from our order constitutes a new offer that requires our renewed written consent.
- (6) The written form is also fulfilled by remote data transmission or email.
- (7) If the order or the delivery call is not confirmed in writing by the Supplier within 5 working days of receipt, we shall be entitled to cancel the order without incurring any costs for doing so.
- (8) Delivery calls within the scope of order and call planning shall become binding if the Supplier does not object within 5 working days of receipt.
- (9) We may require the Supplier to make changes to the contractual objects in terms of quality, quantity, design and execution within the bounds of reasonableness. When doing so, the ef-

fects, in particular with regard to additional and reduced costs and delivery dates, must be regulated by mutual agreement.

- (10) We reserve ownership and copyright rights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They may only be used exclusively for production on the basis of our order; they must be returned to us unsolicited after completion of the order. They must be kept secret from third parties; in this respect, the provisions of Section 15 shall apply in addition.

### § 3

#### **Transport, packaging and transfer of risk, retention of title**

- (1) The supplier is only authorised to have the service owed performed by third parties (e.g. subcontractors) if they obtain our written consent in advance. The seller shall bear the procurement risk for their services unless otherwise agreed in individual cases (e.g. restriction to stock).
- (2) The transport of Goods shall be at the expense and risk of the Supplier and free to the agreed place of delivery. If, in exceptional cases, carriage forward delivery is agreed, we shall only bear the most favourable freight costs, unless we have specified a particular type of shipment.
- (3) Deliveries shall be made with the freight company specified by us, unless “delivery free house” has been agreed as an exception.
- (4) The risk of accidental destruction and accidental deterioration of the Goods shall only pass to us after delivery and, if agreed, acceptance of the goods or service at the agreed place of delivery, irrespective of the costs to be borne. For the rest, the statutory legal provisions for contracts for work and services shall also for acceptance of Goods.
- (5) A delivery note must be enclosed with the delivery. The dispatch notes, delivery notes, waybills, invoices and other correspondence between us and the Supplier must, in each case, state the date (for delivery notes and dispatch notes, also with issue and dispatch), our order number, our item number, the quantity plus the Supplier's item number, and the Supplier's material batch number. If the Supplier fails to do so or if the delivery note is missing, we shall not be responsible for the resulting delays in processing.
- (6) We shall not be in default of acceptance due to any delays, in particular downtimes and waiting times, for which we are not responsible.
- (7) We may return packaging to the Supplier.
- (8) Should the Supplier process, mix or combine any of the items they provide ((further processing), then this will be carried out on our behalf. The same applies if we further process the delivered goods and are thus deemed to be the manufacturer. We will then acquire ownership of the product at the latest upon further processing in accordance with statutory regulations.

- (9) Ownership of the Goods shall pass to us upon transfer of risk. Transfer of ownership of the Goods shall be unconditional and without regard to payment of the corresponding remuneration. If, however, in individual cases we accept an offer by the Supplier of transfer of ownership that is conditional on payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods. We shall remain authorised to resell the Goods in the ordinary course of business, even before payment of the purchase price, subject to prior assignment of the resulting claim (alternatively, ordinary reservation of title and reservation of title extended to cover resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, assigned retention of title and retention of title extended to further processing.

## § 4

### Prices and terms of payment

- (1) The price stated in the order is binding. The agreed prices are fixed prices including all services and ancillary services of the Supplier, such as costs for assembly, installation, transport, packaging, customs clearance, transport and liability insurance as well as other ancillary costs. This excludes subsequent price increases by the Supplier, for whatever reason, unless we would have agreed to such a price increase in writing. The statutory legal rate of VAT is included in the price.
- (2) The invoice must be sent to our email address [invoice@cts-umweltsimulation.de](mailto:invoice@cts-umweltsimulation.de) or by post to our printed address. It may not be enclosed with a consignment.
- (3) Invoices of the Supplier that deviate from the delivery or service shall only be deemed to have been received by us from the time of their correction into a proper invoice.
- (4) We can only process invoices if they are verifiable and - in accordance with the specifications in our order - state the order and item number there; the Supplier is responsible for all consequences arising from non-compliance with this obligation, unless they can prove that they are not responsible for them.
- (5) If the Supplier is responsible for installation or assembly, the Supplier shall bear all necessary ancillary costs such as travelling expenses, provision of tools and accommodation allowances, unless otherwise agreed.
- (6) Payments on our part do not constitute recognition that the delivery or service is contractually compliant.
- (7) The agreed price shall be due for payment within 30 calendar days of full delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice.
- (8) We shall not owe any interest on payments that are made after the due date. The statutory provisions shall apply to default in payment.

- (9) We shall be entitled to rights of offsetting and retention as well as to enter the plea of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the Supplier arising from incomplete or defective services.
- (10) The Supplier shall only have a right of offsetting or retention on the basis of legally established or undisputed counterclaims.
- (11) In the case of payment by bank transfer, the timeliness of the payment depends solely on whether the transfer order is received by the recipient or our bank within the payment period; we are not responsible for delays caused by the banks involved in the payment process.

## § 5

### **Delivery time**

- (1) Agreed delivery dates are binding. Default occurs without a reminder. In the case of deliveries of goods, the date of receipt at the place of delivery is decisive for compliance; in the case of deliveries including installation and services, the date of acceptance by us is decisive.
- (2) If the Supplier does not perform their service or does not perform it within the agreed delivery time or is in default, we shall be entitled, at our discretion and without prejudice to further statutory regulations, to withdraw from the contract, to procure replacement from a third party and/or to claim damages for non-performance after a reasonable period of grace has elapsed. The provisions in the following paragraph (3) remain unaffected. We shall be entitled to compensation for all additional costs incurred by us as a result of delayed deliveries or services for which the Supplier is responsible. Acceptance of the delayed delivery or service does not constitute a waiver of claims for compensation.
- (3) If the Supplier fails to meet the agreed delivery date, we shall also be entitled to demand a contractual penalty of 1% of the net order value for each calendar week or part thereof of the delay in delivery, up to a maximum of 5% of the net order value. The forfeiture of the contractual penalty does not exclude the assertion of further claims for damages taking into account deduction of the contractual penalty. If we accept the goods or services despite the delay, we may demand the contractual penalty without having reserved this right at the time of acceptance. The Supplier shall retain the right to prove that the damage is lower or that no damage has occurred.
- (4) We shall only accept excess or short deliveries as well as partial and advance deliveries following express written agreement. If partial deliveries have been agreed, the remaining quantity still outstanding in each case must be stated when the partial delivery is made.
- (5) If the Supplier recognises that there may be delays in delivery which prevent compliance with the binding delivery date, they must notify us of this without doubt in writing, stating the reasons and the expected duration of the delay.

- (6) We reserve the right to change the quantity of deliveries ordered for operational reasons or to order the temporary suspension of planned deliveries.
- (7) If Goods are delivered earlier than agreed, we shall be entitled to refuse the service or to return the Goods to the Supplier at the Supplier's expense and risk. If the Goods are not returned, we shall store them on our premises and at the Supplier's expense and risk. The agreed delivery date shall be decisive with regard to payment.

## § 6

### **Force majeure**

- (1) Cases of force majeure, in particular, but not limited to, riot, strike, war, flood, lockout, fire, epidemics, pandemics, plagues, confiscation, boycott, legal or official orders and restrictions, and other external, unforeseeable, extraordinary events which cannot be prevented even by the utmost care and affect the Supplier, make their delivery obligations impossible and for which the Supplier is not responsible, shall extend the delivery obligations by the time of the cases or events, insofar as the Supplier cannot fulfil their delivery obligation despite taking measures that can reasonably be expected.
- (2) The Supplier shall notify us without delay in writing of such delay, including a description of the reason for the event, an estimate of the duration of the delay and an explanation of the remedial measures being taken to resume performance and any interim allocation plans of the Supplier for delivery of the goods during the period of delay.
- (3) In cases of the above paragraph (1), we are entitled to withdraw from the contract in whole or in part after setting a reasonable deadline.

## § 7

### **Warranty, incoming goods inspection, quality assurance and complaints**

- (1) The statutory regulations (sect. 377, 381 HGB, German Commercial Code) shall apply to the commercial obligation to inspect and report defects with the following proviso: Our duty to inspect is limited to defects that become apparent during our visual incoming goods inspection including the delivery documents (e.g. transport damage, incorrect and short delivery) or that are recognisable during our quality control by random sampling. If an acceptance test has been agreed, there is no obligation to inspect. For the rest, any action 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 report any defects that are discovered later remains unaffected.
- (2) In accordance with statutory regulations, the Supplier shall be liable in particular for ensuring that the Goods have the agreed characteristics when risk is transferred to us. In all cases, the product descriptions that are the subject of the respective contract - in particular by designation or reference in our order - or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on characteristics. In this context it is irrelevant whether the product description originates from us, the Supplier or the manufacturer.
- (3) In the case of goods with digital elements or other digital content, the Supplier shall, in any case, be responsible for providing and updating the digital content to the extent that this arises from an agreement on characteristics in accordance with paragraph (2) above or other product descriptions of the manufacturer or on their behalf, in particular on the Internet, in advertising or on the goods label.
- (4) Furthermore, our approval of samples, specimens, descriptions or other examples of goods that are supplied in advance and specifications and product descriptions that are the subject of the contract - e.g. by designation or reference in our order - shall be deemed to be an agreement on characteristics.
- (5) The Supplier guarantees that the delivered products or services meet the quality and safety standards that prevail at the time of delivery. We must agree to any changes before delivery of the products and services.
- (6) We are not obliged to inspect the Goods or make special enquiries regarding any defects upon conclusion of the contract. In partial deviation from sect. 442 (1) sentence 2 BGB, we are therefore entitled to unrestricted claims for defects even if, due to our gross negligence, we were unaware of the defect at the time the contract was concluded.
- (7) If there is a defect, the Supplier shall also bear the costs of the inspection and determination of the defect, without prejudice to other and further claims.
- (8) In the case of replacement deliveries, the warranty period for material defects for the replaced part begins anew.



- (9) Notwithstanding our statutory rights and the provisions in par. (1), the following shall apply: If the Supplier does not fulfil the request for supplementary performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - without delay, and at the latest after 7 working days, or if they are unable to do so, we shall be entitled to remedy the defect ourselves and demand compensation from the Supplier for the expenses required for this or a corresponding advance payment (self-performance), to withdraw from the contract and/or to demand compensation instead of service and to return the Goods to the supplier at their risk and expense.
- (10) If supplementary performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), there is no need to set a deadline for self-performance; we will inform the seller of such circumstances without delay and, if possible, in advance. In such cases, we shall also be entitled to procure defect-free goods or services from third parties (replacement procurement). The Supplier shall bear the costs necessary for self-performance or replacement procurement.
- (11) We may return goods not delivered in accordance with the contract at the Supplier's expense and risk.
- (12) Subsequent fulfilment shall also include the deinstallation of the defective goods and reinstallation, insofar as the Goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (deinstallation and installation costs) shall remain unaffected. The Supplier shall bear the costs of expenditure required for inspection and remedying, in particular inspection, transport, travel, work and materials costs and the costs of any incoming goods inspection that exceeds what is usual as well as, where applicable, deinstallation and installation costs, also if it transpires that there was no defect. Our liability for damages in the case of an unjustified request for remedying of a defect remains unaffected; we are thus only liable if we recognised or, due to gross negligence, did not recognise that there was no defect.
- (13) Should, due to a serial defect, the replacement of an entire series of supplied objects or of our products that include the supplied objects be required, e.g. because, in a specific case, an error analysis is uneconomical, impossible or unreasonable, the Supplier shall reimburse us the costs, also with regard to those parts of the affected series that do not display any technical defect.
- (14) For the rest, in the case of a material defect or defect of title we are entitled to reduce the purchase price or withdraw from the contract as per statutory regulations. In addition to this, we have a claim to damages and reimbursement of expenses as per statutory regulations.
- (15) The Supplier is obliged to carry out quality controls during production and an outgoing goods inspection and must comprehensively inspect the quality of their goods.



- (16) The Supplier must carry out quality assurance of a type and to an extent that is in line with the latest state of technology and provide us with proof of this on request. Insofar as we consider it necessary, the Supplier shall conclude a corresponding quality assurance agreement with us. The Supplier shall compile adequate monitoring and inspection reports for contract manufacturing and archive these documents for a period of 10 (ten) years following performance of this order, insofar as we do not agree anything else. The Supplier shall provide us with these documents on request. The Supplier shall grant us access to their manufacturing sites to the extent required to carry out quality audits and following prior agreement.
- (17) The statute of limitations for material defect liability claims shall be 36 months, commencing on the date of transfer of risk, insofar as the compulsory regulations of sect. 438, 634a BGB do not impinge. If our customers oblige us to grant longer material defect liability periods, this statute of limitations shall be extended by the same period each time it expires. If our customers oblige us to grant longer material defect liability periods, the Supplier shall also undertake to accept these deadlines following written notification by us.
- (18) In the event of inability to pay, suspected inability to pay or the Supplier's insolvency, we are entitled to retain a reasonable surety, however at least 10 % of the agreed price, until the statute of limitations for warranty claims expires.
- (19) The Supplier shall assign any warranty claims against their preliminary suppliers to us. We herewith accept this assignment. We are entitled to disclose this assignment if the Supplier becomes insolvent. In addition to this, we are entitled to withdraw from orders to the extent of deliveries that have not yet been made at such time.
- (20) In addition to claims for defects, there shall be no restriction on our legally prescribed claims to reimbursement of expenses and damages within the scope of a supply chain (recourse by the trader as per sect. 478, 445a, 445b50 respectively sect. 445c, 327 para. 5, 327u BGB) . We are, in particular, entitled to request precisely the type of supplementary performance (remedying or replacement delivery) from the Supplier that we owe to our buyer; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of required updates. This shall not restrict our legal right to choice (art. 439 para. 1 BGB).
- (21) Before we recognise or meet a claim for defect asserted against us by one of our customers (including reimbursement of expenses as per art. 445a para. 1, 439 para. 2, 3, 6 S. 2, 475 para. 4 BGB) we will notify the Supplier, briefly describe the facts of the case and request a written statement. If no substantiated statement is made within a reasonable period of time and no mutually agreed solution is implemented, the claim for defect that we actually granted shall be deemed to be owed to our customer. In such cases the Supplier shall be responsible for providing proof to the contrary.
- (22) Our claims resulting from recourse by the trader shall also apply if the defective goods were attached to another product or otherwise further processed by us, our customer or a third party, e.g. by means of incorporation, mounting or installation.

- (23) The Supplier shall indemnify us against any and all third-party claims arising from a defect within the scope of the Supplier's performance. The Supplier must bear all costs arising from a defect, including any costs incurred for a product recall.
- (24) Insofar as no other deviating provision is stated above, the Supplier's material defect liability shall be as per statutory regulations.

## § 8

### **Product liability and liability insurance cover**

- (1) The Supplier shall be liable to us as per statutory regulations.
- (2) Should a third party make a claim for damages against us on the basis of the German Product Liability Act (ProdHaftG) or other regulations arising from a product default, then the Supplier must indemnify us against claims for damages, also regarding damages arising from any recall, retrofitting or deinstallation and installation that is required if and insofar as the damages can be attributed to a default in the Goods supplied by the Supplier. In cases of strict liability this will only apply if the Supplier is at fault. Should the cause of such damage lie in the Supplier's area of responsibility, they shall bear the burden of proof insofar as they must prove that they are not at fault. In such cases the Supplier must also bear all costs and expenses, including costs for any legal enforcement.
- (3) We and the Supplier shall mutually notify and support each other within the scope of the legal defence.
- (4) Prior to any product recall that is the result in part or full of a defect in the contractual object supplied by the Supplier we shall inform the Supplier and give them the opportunity to cooperate with us and discuss how to efficiently carry out the recall, unless its time-critical nature makes notification or inclusion of the Supplier impossible. Insofar as a product recall is the result of a defect in the contractual object supplied by the Supplier, the Supplier shall bear the costs of the recall.
- (5) To secure their obligations arising from their supply relationship with us, the Supplier shall be obliged to take out public liability and product liability insurance including the risk of a recall that offers sufficient coverage and an appropriate insured sum (min. 3 million euros) for property damage and bodily injury and to maintain this insurance for at least 15 years after the delivery. At our request, the Supplier must provide us with written evidence that they have taken out such insurance and annually without request by 31 January of each year at the latest. We reserve the right to make additional claims for damage.

## § 9

### **Withdrawal and termination right**

- (1) In addition to our legal rights to withdraw, we shall be entitled to withdraw from the contract if the Supplier's financial circumstances deteriorate significantly or there is a threat of

this and these circumstances put performance of the Supplier's delivery obligation to us in jeopardy.

- (2) Furthermore, we are entitled to withdraw from the contract if
  - a) The Supplier becomes insolvent,
  - b) The Supplier ceases to make payments,
  - c) The Supplier's insolvency is imminent as per art. 18 German Insolvency Act (InsO) or the Supplier's overindebtedness becomes apparent,
  - d) The Supplier makes an application to initiate insolvency proceedings against their assets or operations or to initiate similar proceedings to settle their debts, or
  - e) An application to initiate insolvency proceedings against the Supplier's assets is rejected because of lack of assets.
- (3) Where there is a continuous obligation, the above para. (1) and (2) shall apply analogously with the proviso that the right to withdraw shall be replaced by an extraordinary right to termination without notice.
- (4) Should the Supplier have performed a partial service, then we are only entitled to withdraw from the entire contract if we have no interest in the partial service.
- (5) Insofar as we withdraw from or terminate the contract on the basis of the above contractual withdrawal or termination rights, the Supplier must reimburse us for the damages that are incurred as a result, unless they are not responsible for the circumstances that result in exercising of the withdrawal or termination rights.
- (6) The provisions included in this sect. 10 shall not restrict statutory rights and claims.

## § 10

### **Property rights and liability for defects of title**

- (1) The Supplier assures that use of the goods they supply does not infringe any German or foreign patents or other commercial property rights and that these goods are free from any other third-party rights. The Supplier is also liable for ensuring that this is the case. The Supplier guarantees us unrestricted copyright permission for the use and trading of these goods in Germany and abroad.
- (2) The Supplier shall indemnify us against all claims that are made against us or our customers arising from infringement of foreign property rights or other rights and shall reimburse us for all expenses (such as court and legal costs) that we incur due to or in connection with claims asserted by a third party.
- (3) Should the sale and/or use of the supplied objects be prohibited or, in our judgement, it be probable that they will be prohibited, the Supplier shall, at our discretion and solely at their own cost, either obtain the right for us to continue using the Goods or replace the Goods with equivalent goods that do not infringe third-party property rights or modify the Goods in such a way that they no longer infringe third-party property rights or remove the Goods

and reimburse the purchase price including transport, installation, deinstallation and other related costs.

- (4) Insofar as no other deviating provision is stated above, for the rest liability for defects of title shall be as per statutory regulations, even if this relates to parts that the Supplier obtained from third parties.

## § 11

### **Production materials, materials that are provided**

- (1) Insofar as we have paid the costs required to manufacture production materials and tools, they shall become our property. Unless anything else is agreed, these objects will remain on loan to the Supplier until the order has been completed.
- (2) If we have paid part of the costs required to manufacture objects, we shall acquire a corresponding part share of ownership unless we offset the part payment against the full costs.
- (3) Materials that are provided and production materials, drawings, models, specimens, tools and similar shall remain our property and must be returned to us free of charge without request as soon as they are no longer required to carry out the order or upon request. They must be treated as confidential in perpetuity and used solely to perform the deliveries and services that have been ordered. In particular these objects may not be used for other purposes or reproduced or made accessible to third parties. The Supplier is liable for the destruction, loss, deterioration or damage of such objects insofar as the Supplier bears responsibility for this.
- (4) Materials that are provided and production materials may not be forwarded to third parties, sold, pledged or used in any similar way.

## § 12

### **Software**

We have the right to use software that is included in the scope of product delivery, including its documentation, to the extent permitted by law (art. 69a ff. German Copyright Act (UrhG)), the right to use it with the agreed performance characteristics and to the extent required for contractually compliant use of the product. We may also create a backup copy without express agreement.

## § 13

### **Execution of work**

Persons who carry out work on our operating premises in order to perform the contract must comply with the provisions of the relevant company regulations. Liability for any accidents that these persons may have on our operating premises is excluded insofar as such accidents are not caused by intentional or grossly negligent breaches of obligation on the part of our legal representatives or vicarious agents.

## § 14

### **Transfer of rights**

The entire contract concluded with us or parts thereof may not be transferred to third parties without our written consent. Claims against us may only be assigned with our written consent. This does not apply insofar as the legal transaction on which the claim is based is a commercial transaction for both parties or if the Supplier is a legal entity under public law or a special fund under public law.

## § 15

### **Non-disclosure / Confidentiality**

- (1) Illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents may only be used solely for the contractual service and must be returned to us when the contract has been performed. Documents and data files must be kept confidential from third parties, also after the contract ends. The non-disclosure / confidentiality obligation shall only expire when and insofar as the knowledge included in the documents provided becomes generally known. Special non-disclosure / confidentiality agreements and statutory regulations regarding the protection of confidential information remain unaffected.
- (2) The above provision applies accordingly for substances and materials (e.g. software, finished and semi-finished goods) as well as for tools, templates, specimens and other objects

that we provide to the Supplier for manufacturing. Such objects must be stored separately at the Supplier's cost – for as long as they are not processed – and insured to the appropriate extent against destruction and loss.

- (3) The Supplier undertakes not to take any measures that are aimed at analysing, copying or otherwise examining the structure, functionality or technical details of confidential information (reverse engineering). This includes in particular the encryption, decompiling or disassembling of software, algorithms, business secrets or other protected materials that are disclosed within the scope of the business relationship.

## § 16

### References

The Supplier may only refer to business relationships with us in their advertising or in other statements to the public or the authorities if we have given our prior written permission, unless these statements are required under mandatory legal regulations.

## § 17

### Place of jurisdiction, place of fulfilment and applicable law

- (1) The place of fulfilment for all deliveries and services of the Supplier is the shipping address stated by us. Should such an address be missing and also not be clear from the circumstances, the place of fulfilment is our registered office.
- (2) If the Supplier is a trader, a legal entity under public law or a special fund under public law, our registered office is the sole place of jurisdiction; we are, however, entitled to sue the Supplier before the court with jurisdiction over their place of residence.
- (3) All legal relationships between the parties shall be governed exclusively by German law; the United Nations Convention on Contracts for the International Sale of Goods (CSIG) and private international law are excluded.

## § 18

### Severability clause

Should individual provisions of these General Terms and Conditions of Procurement be or become legally invalid, then the validity of the remaining provisions shall not be impaired by this.