

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR THE COMPANIES OF GROUP SCHUMACHER

1. Scope of application, form

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ("Seller"). The GTCP shall apply exclusively to companies as defined in Section 14 of the German Civil Code (BGB), i.e. natural or legal persons who act in the course of their commercial or independent professional activities with regard to the delivery of the goods.

1.2 The affiliated companies of GROUP SCHUMACHER include in particular, but not exclusively, SMF Holding GmbH with its registered office in 57612 Eichelhardt, Siegener Straße 10 (registered at Montabaur Local Court, HRB 14772), Schumacher GmbH with its registered office in 57612 Eichelhardt, Siegener Straße 10 (registered at Montabaur Local Court, HRB 27110) and Schumacher Bergische Werke GmbH with its registered office in 42929 Wermelskirchen, Albert-Einstein-Straße 15 (registered at Wuppertal Local Court, HRB 16229).

1.3 The GTCP apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the Buyer's order or in any case in the version last communicated to him 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.

1.4 These GTCP apply exclusively. Deviating, contradictory or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Seller refers to its General Terms and Conditions in the order confirmation and if we do not expressly object to them.

1.5 Any individual agreements made with the Seller in individual cases (including subsidiary agreements, supplements and modifications) always take precedence over these GTCP.

1.6 References to the validity of statutory regulations shall only have clarifying significance. Even without such clarification, the statutory regulations shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2 Conclusion of contract

2.1 Our order is deemed binding at the earliest upon written submission or confirmation. Any obvious mistakes (e.g. typing and calculation mistakes) and incompleteness of the order, including the order documents, must be pointed out to us by the Seller for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

2.2 The Seller is obliged to confirm our order in writing within a period of five (5) working days. Delayed acceptance shall be deemed as a new offer and can be accepted, rejected or answered by us with a new order/offer.

2.3 Offers and cost estimates shall be prepared by the Seller at its own expense, unless something else has been expressly agreed with us in writing before the documents are prepared.

3 Delivery time and delay in delivery

3.1 The delivery time specified by us in the order is binding. The seller is obliged to inform us immediately in written form if he will probably not be able to meet the agreed delivery times - for whatever reason.

3.2 If the Seller fails to perform or fails to perform by the agreed delivery date or if the Seller is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory regulations. The regulations under clause 3.3 remain unaffected.

3.3 If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late in total. We reserve the right to prove that higher damages have been incurred. The seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

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

4.1 Without our prior written consent, the Seller shall not be entitled to have third parties (e.g. subcontractors) perform the service owed by the Seller. The Seller shall bear the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation on stock).

4.2 The goods have to be delivered in accordance with DDP Incoterms 2020 to the destination we have specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery must be made to our registered office in Eichelhardt. Our normal business hours must be taken into account. Unloading must be carried out in coordination with us and without unnecessary delay. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.3 If necessary or requested by us in individual cases, the Seller has to provide valid proof of preference or any information regarding export control regulations. Additional special packaging/shipping/documentation and delivery conditions may be specified in the respective order. All damages/additional costs resulting from non-compliance with the stated or other agreed packaging/shipping/documentation and delivery conditions shall be reimbursed or borne by the seller.

4.4 All delivery documents (delivery note/waybill), invoices and other correspondence must include the date (issue and dispatch), content of the delivery (article number and quantity), weight and our order identification (date and number) and contact person. If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.

4.5 If the object of the delivery is a machine or another object for which documentation is customary, the seller is obliged to hand over complete documentation at the same time as the goods are delivered.

4.6 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory regulations of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to delivery or acceptance.

4.7 For the occurrence of our default of acceptance, the statutory regulations shall apply. The Seller has to expressly offer us its performance even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If the contract relates to an item to be manufactured by the Seller that is not fungible (individual production), the Seller shall only be entitled to further rights if we are obliged to provide assistance and are responsible for the failure to provide assistance.

4.8 If there is an obligation to deliver several items, then we shall be entitled - but not obliged - to reject these in the event of unauthorized partial delivery or incomplete delivery and to demand complete

subsequent delivery.

4.9 A partial delivery may constitute (partial) fulfillment and can be accepted by us if

- the partial delivery can be used by us within the scope of the contractual purpose and
- the delivery of the other items is ensured until complete fulfillment and/or
- we do not incur any significant additional expense as a result of the partial delivery. If we accept partial deliveries, any additional costs incurred as a result shall be borne by the seller.

5 Packaging

The seller is obliged to check the goods for compliance with the data, quality, weight and physical dimensions specified in the order and for damage to the goods and their packaging. Items to be delivered shall be packed by the seller in such a way that damage during transportation is avoided. The packaging material used shall be environmentally friendly and shall only be used to the extent necessary. Unless otherwise agreed, ownership of packaging shall pass to us upon delivery/acceptance. If the disposal of packaging exceeds the usual effort or causes special costs, the seller is obliged to reimburse the costs.

6 Quality and documentation

6.1 The Seller shall constantly check the quality of the goods. He shall notify us immediately of any possible improvements. The Seller shall notify us immediately in writing of any recognizable defects or deviations from specifications and foreseeable complications.

6.2 If minimum and/or maximum values of parameters are specified in an order, in the absence of written agreements to the contrary, the specified maximum values may not be exceeded in any area of the delivery item or the product, and the specified minimum values may not be undercut in any case and at any point. This must be ensured and documented by means of suitable testing and measuring procedures. We are entitled to request the results of this inspection in writing at any time and at no additional cost.

7 7. Prices and terms of payment

7.1 The price stated in the order is binding. All prices are inclusive of statutory value added tax, unless this is shown separately. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation) as well as all additional costs (e.g. proper packaging, transport costs to the place of use specified by us, including any transport and liability insurance), as well as customs clearance and customs duties.

7.2 The agreed price shall be paid within 30

calendar days from complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 days, the Seller shall grant us a 3% discount on the net amount of the invoice. Invoices that have not been properly submitted shall only be deemed to have been received by us from the date of correctness.

7.3 We do not owe any maturity interest. The statutory regulations shall apply to default of payment.

7.4 The rights of offset and retention as well as the defence of non-performance of the contract shall accrue to us to the extent permitted by law. We are in particular entitled to withhold due payments as long as we are still entitled to claims against the Seller arising from incomplete or defective services.

7.5 The Seller shall only have a right to offset or withhold payment on the basis of legally established or undisputed counterclaims.

8 Confidentiality and ownership

8.1 We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known.

8.2 The foregoing condition shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. As long as they are not processed, such items shall be stored separately at the Seller's expense and insured to an appropriate extent against destruction and loss.

8.3 Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory regulations.

8.4 The transfer of ownership of the goods to us shall take place unconditionally and without regard to the payment of the price. In this regard, the Seller and we agree that title to items which the Seller is obliged to deliver to us shall pass to us as soon as the relevant items have been sufficiently determined. This agreement shall apply irrespective of whether the items are still in the possession of the supplier, whether they are stored or transported or whether they have already

arrived at the place of performance. For the period in which we are not (yet) in possession of the items, the items, the seller shall be entitled to store the items for us. If, however, in individual cases we accept an offer from the seller to transfer ownership conditional on payment of the purchase price, the seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular to the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

9 Warranty (defective delivery)

9.1 The statutory regulations shall apply to our rights in the case of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the case of other breaches of duty by the seller, unless otherwise specified below.

9.2 The warranty period is 36 months from the transfer of risk, in the case of defects of title 5 years from the transfer of risk. If, in individual cases, the law provides for a longer warranty period (e.g. for building materials), this longer period shall apply.

9.3 For parts of the delivery repaired or repaired within the limitation period of our claims for defects, the limitation period shall begin to run anew from the point in time at which the supplier has completely fulfilled our claims for subsequent performance, unless we had to assume from the supplier's conduct that he did not consider himself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

9.4 The Seller undertakes to use environmentally friendly products and processes for its deliveries/services and also for supplies or ancillary services of third parties within the scope of economic and technical possibilities. The Seller shall be liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage caused by the breach of statutory disposal obligations.

9.5 In accordance with the statutory regulations, the Seller shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular to designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product

description originates from us, the seller or the manufacturer.

9.6 If the contract with the seller includes the provision of digital content or digital services (digital products), Sections 327 ff. of the German Civil Code (BGB) shall apply. In particular, the Seller is obliged to ensure that digital products are free from product defects in accordance with Section 327 e) of the German Civil Code (BGB) and free from defects of title in accordance with Section 327 g) of the German Civil Code (BGB) and that we are provided with updates and informed of updates in accordance with Section 327 f) of the German Civil Code (BGB).

9.7 We are not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. Partially deviating from Section 442 para. 1 sentence 2 of the German Civil Code (BGB), we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

9.8 The statutory regulations (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects, subject to the following conditions: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends 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. Irrespective of our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within five (5) working days of discovery or, in the case of obvious defects, of delivery.

9.9 Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; our statutory claim for reimbursement of corresponding expenses shall remain unaffected. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

9.10 Irrespective of our statutory rights and the regulations in Section 7.5, the following shall apply: If the Seller does not fulfill its obligation to provide

subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand compensation from the Seller for the expenses required for this or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Seller of such circumstances immediately, if possible in advance.

9.11 Furthermore, 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 regulations. We shall also be entitled to compensation for damages and expenses in accordance with the statutory regulations.

10 Provision of materials and tools

Models, testing devices, tools and other production equipment (hereinafter referred to as "production equipment") provided by us to the supplier shall remain our property and may not be used by the supplier for purposes other than the execution of the delivery to us, reproduced or made accessible to third parties without our prior written consent. Our means of production shall be marked as our property and shall be carefully stored and insured by the supplier.

11 Availability of spare parts

11.1 The seller is obliged to supply spare parts for the period of normal technical use, but at least for 10 years from the date of acceptance of the corresponding product on reasonable terms.

11.2 If the Seller discontinues the supply of spare parts, the Seller shall inform us in due time and in writing and give us the opportunity to order spare parts to the extent that they are expected to be sufficient for the period of normal technical use of the product. The costs for this must be reasonable in relation to the previous costs for the corresponding spare parts.

12 Supplier recourse

12.1 Our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB or Section 327 c) et seq. of the German Civil Code (BGB) in the case of digital products) are available to us without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the seller that we owe our customer in the individual case. Our statutory right to choose (Section 439 (1) of the German Civil Code (BGB)) is not restricted by this.

12.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including

reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code (BGB)), we shall notify the Seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall be responsible for providing evidence to the contrary.

12.3 Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

13 Producer liability, insurance

13.1 If the Seller is responsible for product damage, it shall indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

13.2 Within the scope of its indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with claims asserted by third parties, including product recalls carried out by us. We shall inform the Seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further statutory claims shall remain unaffected.

13.3 The Seller shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury / property damage.

14 Data protection, IT security

14.1 The contracting parties shall comply with the provisions of the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and other applicable data protection regulations when processing personal data within the scope of the business relationship.

14.2 Sellers who (also) act for us as processors within the meaning of Article 28 GDPR are obliged to conclude a contract with us that meets the requirements of Article 28 GDPR before commencing this activity. Furthermore, they are obliged to inform us if changes to the contract are necessary for legal reasons or due to technical or organizational changes at the seller. The seller who acts as such a processor for us shall indemnify us against all claims insofar as they are caused by non-compliance with data protection obligations by the processor.

14.3 Further details on data protection, the processing of processing of personal data by us and the guarantee of data subject rights can be found in the data protection information on our website <https://groupschumacher.com/datenschutz/>.

14.4 The supplier is obliged to maintain an appropriate, state-of-the-art IT security system in order to prevent or make it more difficult for us and our employees and contractual partners to suffer damage or other disadvantages (e.g. through spying, interception or alteration of data or infection with computer viruses, etc.).

15 Force majeure

15.1 The parties are not liable in cases of force majeure. This includes all unforeseeable events as well as events which - insofar as they could have been foreseen - are outside the sphere of influence of the parties. These include in particular, but are not limited to, the following events: Natural disasters such as floods, storm surges, hurricanes and typhoons as well as other severe weather on the scale of a disaster, earthquakes, lightning, avalanches and landslides, fire, epidemics, pandemics, epidemics and infectious diseases (insofar as such has been declared by the WHO or a ministry or a risk level of at least "moderate" has been determined by the Robert Koch Institute), war or warlike conditions, riots, revolution, military or civilian coup, insurrection, blockades, official and government orders, strikes, lockouts.

15.2 If such an event of force majeure occurs, the affected contractual partner is obliged to inform the other contractual partner immediately, at the latest within 14 days of becoming aware of the occurrence of the event and the consequences of its impairment of performance in text form. In this case, the Seller is entitled to extend its delivery dates and deadlines depending on the extent and duration of the force majeure event and its consequences, without granting the Buyer a right to withdraw from the contract or a claim for damages. The Seller shall not be in default for the period of the justified extension of the delivery date and deadlines. In return, we are entitled to postpone acceptance without being in default of acceptance.

15.3 Both parties are obliged to do everything in their reasonable power to minimize the damage.

15.4 If the interruption due to a force majeure event lasts longer than six (6) months, each party shall be entitled to terminate the contract in whole or in part without the other party being able to derive any claims for compensation from this.

16 Statute of limitations

16.1 The reciprocal claims of the contracting parties shall become statute-barred in accordance with the statutory regulations, unless otherwise stipulated below.

16.2 Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects is three (3) years from the transfer of risk. If acceptance has been agreed, 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 third-party claims for restitution in rem (Section 438 (1) No. 1 of the German Civil Code (BGB)) shall remain unaffected; furthermore, 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.

16.3 The limitation periods of the purchase right including the above extension shall apply - to the statutory scope - for 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 of the German Civil Code (BGB)) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

17 Compliance/obligation to comply with relevant laws and regulations, duty to inform

17.1 We have declared the concept of compliance to be a central corporate value. We therefore expect the supplier to comply with the applicable national legal provisions in the course of its business activities for and with us; the supplier is also obliged to do so. This applies in particular to statutory provisions on occupational health and safety and employee protection, compliance with human rights, the prohibition of child labour, the criminal liability of corruption and the granting of advantages of any kind, as well as environmental protection, etc. Furthermore, we expect the supplier to communicate these principles and requirements to its subcontractors and suppliers and to encourage them to comply with these laws as well.

17.2 The Supplier undertakes to check its products to determine whether they are subject to prohibitions, restrictions and/or authorization requirements in international trade (e.g. with regard to EU sanctions against Russia (Regulation (EU) 2023/1214), dual-use regulations, US re-export regulations, etc.) and, if applicable, to mark them accordingly and unequivocally with comprehensible information in its offers, order confirmations and all accompanying documents.

17.3 The Supplier is obliged to deliver only products that comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation) and to comply with its requirements in all other respects. The substances contained in the Supplier's products shall be registered to the extent required under the provisions of the REACH Regulation, unless the substance is exempt from registration. The supplier shall provide safety data sheets in accordance with the REACH Regulation or the information required under Article 32 of the REACH

Regulation. In addition, the supplier shall provide us with the information pursuant to Art. 33 of the REACH Regulation without being requested to do so.

17.4 The supplier assures that the products do not contain any substances that fall within the scope of the substance bans of EC Directive 2011/65/EU (RoHS).

17.5 The Supplier undertakes to comply with the applicable statutory regulations on conflict minerals (e.g. the Dodd-Frank Act). If conflict minerals are required in the context of the manufacture or for the function of the goods delivered by the supplier, their origin must be disclosed. Upon request, the supplier shall provide us with the necessary documentation on the use and origin of conflict minerals in full and without delay.

17.6 The supplier is obliged to comply with the regulations regarding the Carbon Border Adjustment Mechanism (CBAM, Implementing Regulation (EU) 2023/1773), which came into force on October 1, 2023.

17.7 The Supplier shall ensure that the employees deployed by the Supplier or its subcontractors or personnel service providers for the execution of contracts with us receive the relevant statutory minimum wage, e.g. in accordance with the German Minimum Wage Act (MiLoG) or, if the services to be provided fall within the scope of the German Posted Workers Act (AEntG), the respective prescribed industry minimum wage. The Supplier shall also ensure that mandatory obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions such as the joint institutions of the parties to the collective agreement referred to in Section 8 of German Posted Workers Act (AEntG) are complied with. When selecting subcontractors or personnel service providers, the Supplier shall check the fulfilment of the preconditions in accordance with this clause.

17.8 In the event that an employee of the Supplier or an employee of a subcontractor used, regardless of grade, or a personnel service provider justifiably asserts a claim against us as a guarantor for payment of the statutory minimum wage or industry minimum wage or by one of the institutions of the collective bargaining parties named in Section 8 of the German Posted Workers Act (AEntG) for payment of contributions, the Supplier shall indemnify us against these claims.

17.9 Illegal employment of any kind must be refrained from.

17.10 The Supplier undertakes to only offer prices and conditions that are not subject to a cartel. Irrespective of this, he undertakes to comply with all antitrust regulations. If the supplier has agreed sales prices or other conditions with regard to products delivered to us with a third party or has made arrangements with this third party in this respect or has agreed on territorial and customer allocations in this

respect, the supplier undertakes to pay us liquidated damages in the amount of 15% of the order value of the products delivered to us in the affected period, unless damage in a different amount is proven. The claim for damages shall not apply if the supplier's conduct is permissible under the Act against Restraints of Competition (GWB) or the law of the European Union (TFEU) or if the supplier is not responsible for the infringement.

Should any provision of these GTCP be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties agree that the invalid provision shall be replaced by a provision that comes closest to the meaning and purpose of the invalid provision but is effective.

Status: 02/2025

18 Place of jurisdiction and applicable law

18.1 If the Supplier has its registered office in the EU or the European Economic Area, the following shall apply:

- These GTCP and the contractual relationship between us and the Seller 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 (CISG).
- If the Seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Eichelhardt. The same applies if the seller is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). In all cases, however, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or an overriding individual agreement or at the general place of jurisdiction of the seller. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

18.2 If the Supplier has its registered office outside the EU and the European Economic Area, the following shall apply:

- All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.
- The arbitration tribunal shall consist of a sole arbitrator.
- The place of arbitration is Hamburg.
- The language of the proceedings shall be German.
- The law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19 Salvatory clause