

General Terms and Conditions of Purchase for Business Transactions (GTC)

(Applicable exclusively to commercial buyers pursuant to § 14 BGB)

Note: These General Terms and Conditions are governed by German law (BGB/HGB). References to statutory provisions (§§) refer to the German Civil Code (BGB), German Commercial Code (HGB), and other applicable German legislation. The German version shall prevail in case of any discrepancy.

1. Scope of Application

- 1.1. These General Terms and Conditions of Purchase (the “Purchasing Terms”) apply to all orders and contracts placed or entered into by brecom e.K. - Unternehmen (the “Purchaser”) for goods and related services, in particular delivery, assembly, commissioning, maintenance, repair, consulting and documentation.
- 1.2. The Purchasing Terms apply exclusively to entrepreneurs, legal entities under public law and special funds under public law. The supplier or seller is referred to below uniformly as the “Supplier”.
- 1.3. The Purchasing Terms shall apply in the version valid at the time of the relevant order. They shall also apply to all future orders placed with the Supplier without the Purchaser having to refer to them again expressly.
- 1.4. Any general terms and conditions of the Supplier that conflict with, deviate from or supplement these Purchasing Terms shall not become part of the contract, even if the Purchaser does not expressly object to their validity again or accepts a delivery without reservation. This shall not apply if the Purchaser has expressly agreed to their validity in text form.
- 1.5. Individual agreements concluded between the Purchaser and the Supplier in a particular case shall take precedence over these Purchasing Terms. The Purchasing Terms shall apply on a supplementary basis insofar as the individual agreement does not contain a provision on the relevant matter.
- 1.6. Where these Purchasing Terms require text form, transmission by e-mail shall in particular be sufficient. Statutory requirements of a stricter form shall remain unaffected.

2. Order and Formation of Contract

- 2.1. Orders placed by the Purchaser shall generally be made in text form and shall contain at least the item, quantity, price, delivery date and delivery location, insofar as these details are required for the relevant order.
- 2.2. The Purchaser shall be bound by its order for five working days unless a longer binding period is stated in the order. The contract shall be formed upon the Supplier’s written order confirmation. Execution of the order or dispatch of the goods shall also constitute acceptance.
- 2.3. The order confirmation must correspond to the order in terms of its content. Deviations, in particular with regard to price, quantity, delivery date, quality, design, packaging or delivery location, shall only be deemed agreed if the Purchaser expressly agrees to them in text form. A deviating order confirmation shall be deemed a new offer until the Purchaser has given its consent.
- 2.4. The Supplier shall promptly review the order for apparent inconsistencies, missing information and technical or legal concerns. If the Supplier recognises or suspects that the order cannot be executed as ordered, it shall inform the Purchaser without undue delay and before commencing performance. If the Supplier fails to do so, it may not rely on the ambiguity insofar as it would have been able to identify it through a proper review.

- 2.5. The Purchaser shall be entitled to revoke orders free of charge until receipt of the acceptance. This shall also apply where the order has not yet been effectively accepted because of a deviating order confirmation.
- 2.6. The Supplier shall state in its order confirmation the order number, item number and manufacturer's or Supplier's number, quantities, prices, confirmed delivery date, delivery location and, where applicable, country of origin.

3. Prices, Shipping Costs and Payment Terms

- 3.1. The agreed prices shall be fixed prices. Unless expressly agreed otherwise, they shall include delivery to the agreed delivery location, including customary packaging, shipping, transport insurance, customs duties, import charges, unloading and all other costs associated with delivery. Statutory VAT shall be shown separately.
- 3.2. Any price changes, additional charges, surcharges or passing-on of increased procurement, energy, labour or transport costs shall require a prior express agreement in text form. Retroactive price increases shall be excluded.
- 3.3. The Supplier shall issue a separate, verifiable invoice for each order. The invoice must contain at least the order number, Supplier number, invoice date and delivery date, item number, quantities, unit and total prices, VAT, payment term and all mandatory information required by law. An invoice that cannot be properly verified shall not render the payment due.
- 3.4. Invoices shall be transmitted electronically to the e-mail address designated by the Purchaser for this purpose. The Supplier shall be responsible for ensuring that the invoice complies with the applicable tax requirements.
- 3.5. Unless otherwise agreed in the order, payments shall be made within 14 days with a 3% early-payment discount or within 45 days net, in each case calculated from complete delivery and receipt of a proper and verifiable invoice. The Purchaser shall remain entitled to deduct the early-payment discount if payment is made earlier.
- 3.6. Payment shall not constitute acknowledgement of proper delivery or a waiver of rights arising from defects. In the event of defects, missing documents, unresolved discrepancies or outstanding credit notes, the Purchaser may withhold reasonable amounts until the matter has been clarified.
- 3.7. The Purchaser shall be entitled to set off all claims it has against claims of the Supplier and to exercise rights of retention. This shall also apply where the counterclaims arise from other legal relationships with the Supplier. The Supplier may set off claims only within the statutory limits; set-off shall be permitted only with counterclaims that are undisputed, finally adjudicated or ready for decision.
- 3.8. Advance payments, cash-on-delivery charges, processing fees, reminder costs and other ancillary payment costs shall only be owed if expressly agreed before the contract is formed.

4. Delivery Dates, Delay in Delivery and Partial Deliveries

- 4.1. The delivery dates stated in the order or order confirmation shall be binding. The delivery date shall be the date on which the complete goods conforming to the contract are received at the agreed delivery location, not the date on which the goods are handed over to the carrier.
- 4.2. The Supplier shall inform the Purchaser without undue delay in text form as soon as it recognises or must recognise that an agreed delivery date cannot be met. The notice must state the reason for the delay, the items affected and the expected new delivery date. The notice shall not release the Supplier from its statutory obligations and shall not constitute the Purchaser's implied consent to a change of delivery date.

- 4.3. If the Supplier is in default of delivery, the Purchaser shall have all statutory rights. If a specific calendar date has been agreed for delivery, no reminder shall be required for default to arise, insofar as the statutory requirements for this are met.
- 4.4. In the event of a delay in delivery, the Purchaser may, at its discretion, continue to demand delivery, withdraw from the contract, claim damages in lieu of performance or cancel the order in whole or in part. Any reasonable period of grace required for this purpose shall be unnecessary where legally permissible, in particular in the case of a fixed-date transaction, final refusal to perform, unreasonableness or particular urgency.
- 4.5. For each completed calendar week during which the Supplier is in default, the Purchaser may claim a contractual penalty of 0.5% of the net order value of the delayed delivery, up to a maximum of 5% of that net order value. The right to claim further damages shall remain reserved; any contractual penalty paid shall be credited against the damages. The Purchaser shall reserve the right to claim the contractual penalty until the delayed delivery has been completely accepted. Assertion of the claim within ten working days after acceptance shall be sufficient.
- 4.6. Partial deliveries, excess deliveries and early deliveries shall only be permitted with the Purchaser's prior consent. The Purchaser may reject unauthorised partial deliveries or excess quantities at the Supplier's cost and risk. In the case of approved partial deliveries, the Supplier shall clearly state the quantities still outstanding and the remaining delivery date.
- 4.7. In the event of force majeure or other unforeseeable events beyond the Supplier's control, the parties' reciprocal obligations shall be suspended for the duration of the impediment, provided that the Supplier is not responsible for the impediment and informs the Purchaser without undue delay. The Supplier shall take all reasonable measures to prevent or limit the effects. General procurement problems, staff shortages, delivery problems of an inadequately selected upstream supplier, operational disruptions, price increases or lack of liquidity shall not automatically constitute force majeure.
- 4.8. If the impediment lasts longer than 14 calendar days or if, for any other reason, it is no longer reasonable for the Purchaser to remain bound by the contract, the Purchaser shall be entitled to cancel the affected order in whole or in part free of charge or to withdraw from the contract. Further rights shall remain unaffected.

5. Shipping, Delivery and Transfer of Risk

- 5.1. The Supplier shall deliver to the delivery location stated in the order. Deliveries to a different address or to a different recipient shall require the Purchaser's prior consent.
- 5.2. A delivery note must accompany every delivery. The delivery note must contain at least the order number, item number, item description, quantity, serial, batch or lot number where applicable, and the number of packages. If the delivery note is missing or the information is incomplete, the inspection and payment periods shall be extended by a reasonable period.
- 5.3. The Supplier shall package the goods professionally, in a manner suitable for transport and the product, and in compliance with all statutory requirements. The Supplier shall bear the packaging costs and, at the Purchaser's request, shall promptly take back transport packaging at its own expense. Packaging shall be recyclable wherever possible and limited to the necessary extent.
- 5.4. The risk of accidental loss and accidental deterioration shall pass to the Purchaser only upon handover of the complete goods conforming to the contract at the agreed delivery location. This shall also apply where shipment has been agreed and irrespective of whether the Purchaser selected the shipping method or carrier.

- 5.5. The Supplier shall adequately insure the goods against transport damage and shall provide the Purchaser with evidence of insurance upon request. The Purchaser shall not be obliged to pursue transport damage claims against the carrier or to make use of its own insurance.
- 5.6. The Supplier shall transmit shipping and customs documents sufficiently early to enable the Purchaser to comply with its statutory, tax and organisational obligations. The Supplier shall bear all costs arising from incorrect or late documents insofar as it is responsible for the cause.

6. Title and Retention of Title

- 6.1. The Supplier warrants that the goods are free from third-party rights at the time the risk passes and that the Purchaser will acquire title to them. In the case of materials, documents, tools or packaging provided by the Purchaser, title shall remain with the Purchaser at all times.
- 6.2. Any retention of title by the Supplier shall only be accepted if it relates exclusively to the goods delivered in the relevant case and expires upon full payment for that specific delivery. Any extended, prolonged, group-wide or current-account retention of title shall require an express individual agreement.
- 6.3. The Supplier may not take back or realise goods delivered under simple retention of title or prohibit their resale as long as the Purchaser has not materially breached its contractual obligations and no statutory reversal of the transaction has taken place.
- 6.4. The Supplier shall not acquire any lien, right of retention or other security interest in items provided by the Purchaser. The Supplier shall store these items separately, identify them as the Purchaser's property and adequately protect them against loss and damage.

7. Quality, Conformity and Technical Requirements

- 7.1. The goods must comply with the agreed quality, specifications, drawings, data sheets, samples, approvals, markings and other requirements of the Purchaser. They must be suitable for the intended and ordinary use, be of consistent customary commercial quality and comply with the current state of science and technology as well as the applicable statutory requirements.
- 7.2. The Supplier warrants, in particular, compliance with all requirements of German and European law applicable to the goods at the delivery location. Where applicable, this includes requirements relating to product safety, labelling, packaging, hazardous substances, chemicals, the environment, energy efficiency, electrical and electronic products, batteries, RoHS, REACH, CE marking and traceability.
- 7.3. Upon request, the Supplier shall provide the Purchaser free of charge with all information and documents required for the sale, use, maintenance and lawful onward transfer of the goods, in particular declarations of conformity, safety data sheets, test reports, operating and assembly instructions, maintenance requirements and information on ingredients and critical materials.
- 7.4. The documents shall be provided in German or, if the Purchaser agrees, in English. They must be complete, up to date, comprehensible and clearly attributable to the version of the goods delivered.
- 7.5. Any changes to the product, material, composition, design, software, manufacturing process, production site, packaging, labelling, upstream suppliers or testing procedures that may affect quality, function, compatibility, availability or legal conformity shall require the Purchaser's prior consent. Consent shall not release the Supplier from its responsibility.

- 7.6. The Supplier shall inform the Purchaser without undue delay if, after the contract has been formed, circumstances arise that may impair the agreed quality, ability to deliver, safety or legal permissibility of the goods.

8. Inspection and Notice of Defects

- 8.1. The Purchaser shall be entitled to inspect the goods within a reasonable period for identity, quantity, externally recognisable damage and obvious deviations. The scope and timing of the inspection shall depend on the circumstances of the individual case, in particular the type, quantity, packaging, technical complexity and usability of the goods.
- 8.2. To the extent that section 377 of the German Commercial Code (Handelsgesetzbuch — HGB) applies, a notice of defects by the Purchaser shall satisfy the requirement of prompt notification if, in the case of recognisable defects, it is sent within ten working days after delivery and, in the case of hidden defects, within ten working days after discovery. A longer inspection or notification period shall remain reserved if it is reasonable in view of the type of goods, the scope of the delivery or the circumstances of the individual case.
- 8.3. The Purchaser shall not be obliged to subject the goods to a complete technical or destructive inspection before resale, installation, processing or use. A notice shall in particular be deemed timely if it is sent within the periods stated above.
- 8.4. Receipt, inspection, payment or resale of the goods shall neither constitute acceptance nor a waiver of rights relating to defects. This shall also apply if a defect was not recognisable during an initial inspection.
- 8.5. The Purchaser may return defective goods at the Supplier's cost and risk or store them until collection. The return of goods shall not constitute a waiver of any other rights.

9. Rights in the Event of Defects and Subsequent Performance

- 9.1. In the event of defects in quality or title, the Purchaser shall have all statutory rights without restriction. The Purchaser may, at its discretion, demand remedy of the defect or replacement delivery, subject to the statutory limits applicable to such choice.
- 9.2. The Supplier shall bear all costs required for subsequent performance, in particular transport, travel, labour, material, inspection, removal, collection, disposal, installation and restoration costs. This shall also apply if the defect only becomes apparent upon resale, installation or intended use.
- 9.3. The Supplier shall carry out subsequent performance without undue delay and, at the latest, within a reasonable period set by the Purchaser, completely and without materially impairing the Purchaser's business operations. The Purchaser may specify the manner and location of subsequent performance in accordance with the circumstances of the individual case.
- 9.4. After the unsuccessful expiry of a reasonable period or if it would be unreasonable, urgent, involve a safety risk, materially impair the Purchaser's business operations or if the Supplier finally refuses to perform, the Purchaser shall be entitled, without setting any further period, to withdraw from the contract, reduce the purchase price and/or claim damages. The right of self-performance and reimbursement of the necessary expenses shall remain unaffected.
- 9.5. In particular, no period of grace shall be required if the Supplier seriously and finally refuses subsequent performance, if subsequent performance has failed or is unreasonable for the Purchaser, if immediate remedial action is necessary to prevent substantial damage or if the goods pose a safety or compliance risk.

- 9.6. The Purchaser shall choose between repair and replacement delivery. The Supplier shall collect the defective goods at its own cost or provide a cost-free return or disposal option. Replacement deliveries must be free of defects and complete with all required documents.
- 9.7. For replacement deliveries and repaired parts, the limitation period for defect-related rights shall begin again to the extent permitted by law. This shall not apply if the Supplier proves that the measure had no effect whatsoever on the absence of defects in the remaining goods.

10. Limitation Periods and Guarantees

- 10.1. The limitation period for claims based on defects shall be 36 months from delivery of the goods, unless a longer period is prescribed by law. The statutory periods shall apply to goods intended to be incorporated into a building or the defectiveness of which affects a building.
- 10.2. The limitation period shall not begin before complete delivery and handover of the complete documentation conforming to the contract, insofar as the absence of such documentation impairs inspection or use of the goods.
- 10.3. The Purchaser's statutory rights of recourse within the supply chain shall remain unaffected. In particular, the Supplier may not rely on a shortening of the limitation period, late notice of defects or other restrictions insofar as these would unlawfully limit the Purchaser's statutory right of recourse.
- 10.4. Any quality, durability or other guarantees assumed by the Supplier shall apply in addition to the statutory rights relating to defects. The Purchaser may rely on public statements, product descriptions and advertising claims of the Supplier or manufacturer insofar as they were recognisably relevant to the purchase decision.
- 10.5. In the case of used goods, any shortening of the statutory limitation period for defects shall only apply if expressly agreed in the relevant contract. A shortening shall not apply to claims for damages arising from injury to life, body or health, damage caused intentionally or through gross negligence, claims under the German Product Liability Act, fraudulent concealment of a defect or an assumed guarantee.

11. Supplier Recourse and Costs of Resale

- 11.1. The Supplier shall indemnify the Purchaser against all justified expenses incurred by the Purchaser in connection with remedying a defect, taking back defective goods, informing customers, replacement delivery, repair, sorting, inspection, storage, return or disposal.
- 11.2. The Supplier acknowledges that the Purchaser, as a specialist retailer, regularly resells the goods. The measures required in relation to the Purchaser's customers and the reasonable costs associated with them shall therefore be taken into account in subsequent performance and in the Purchaser's recourse against the Supplier.
- 11.3. To the extent reasonable, the Purchaser shall inform the Supplier of the claims asserted and give it an opportunity to comment. This shall not restrict the Purchaser's rights, in particular in cases of urgency or safety risks.

12. Product Safety, Recalls and Product Monitoring

- 12.1. The Supplier shall appropriately monitor the goods throughout their ordinary service life and inform the Purchaser without undue delay of safety risks, objections raised by authorities, accidents, recalls, warnings, systematic defects, counterfeit products or impending bans on delivery.

- 12.2. If a return, warning, safety measure, repair or recall is necessary or, in the Purchaser's view, reasonable in order to prevent damage, the Supplier shall support the Purchaser promptly and fully. The required measures shall be coordinated between the parties; in urgent cases, the Purchaser may initiate measures without prior coordination.
- 12.3. If the measure is based on a defect for which the Supplier is responsible, a lack of conformity, a breach of duty or insufficient information provided by the Supplier, the Supplier shall bear all reasonable costs, in particular for recalls, customer information, return transport, inspection, sorting, storage, replacement, repair, disposal, shipping and external consulting.
- 12.4. The Supplier shall maintain adequate public and product liability insurance and shall provide the Purchaser with evidence of insurance cover upon request. The Purchaser's statutory and contractual liability claims shall not be limited by the insurance cover.

13. Third-Party Rights and Indemnification

- 13.1. The Supplier warrants that the delivery and the contractual use, resale, advertising, repair and maintenance of the goods do not infringe any third-party rights, in particular patents, trademarks, designs, copyrights, trade secrets or other intellectual property rights.
- 13.2. If a third party asserts a claim against the Purchaser on account of an alleged infringement, the Supplier shall, upon first demand, indemnify the Purchaser against the justified claims and all necessary and reasonable costs, in particular costs of legal defence, court proceedings, settlements, returns, replacement and conversion.
- 13.3. At the Purchaser's option, the Supplier shall, at its own cost, either obtain the necessary rights of use, modify the goods so that the infringement is remedied or provide equivalent goods that comply with the law. The functionality, quality and marketability of the goods may not be adversely affected as a result.
- 13.4. The Purchaser's rights in the event of defects in title and its statutory claims for damages shall remain unaffected.

14. Materials, Tools and Documents Provided by the Purchaser

- 14.1. Materials, tools, moulds, packaging, drawings, data, samples, software, markings and other items provided by the Purchaser or whose costs are borne in whole or in part by the Purchaser shall remain or become the Purchaser's property.
- 14.2. The Supplier may use these items exclusively to fulfil the Purchaser's orders. Use for third parties, reproduction, disclosure or encumbrance with third-party rights shall be prohibited.
- 14.3. The Supplier shall carefully store, identify, maintain and protect the items against damage, loss and unauthorised access. The Supplier shall bear the costs of required maintenance and repair insofar as it is responsible for the cause.
- 14.4. After completion of the order or at any time upon the Purchaser's request, the items shall be returned promptly and free of charge. The Supplier shall have no right of retention, lien or other security interest in them.

15. Confidentiality and Data Protection

- 15.1. The Supplier shall treat as confidential all commercial, technical, organisational and other information of the Purchaser that becomes known in connection with the business relationship and shall use it exclusively for the performance of the contract.
- 15.2. The confidentiality obligation shall not apply to information that is demonstrably publicly known, was already lawfully known to the Supplier or must be disclosed on the

basis of mandatory statutory or official requirements. In the latter case, the Purchaser shall be informed in advance to the extent legally permissible.

- 15.3. The Supplier may disclose the Purchaser's information only to those employees and subcontractors who require it for the performance of the contract and who are bound by confidentiality obligations at least equivalent to those set out herein. The Supplier shall be liable for their conduct.
- 15.4. The parties shall comply with the applicable data protection laws and regulations. If the Supplier processes personal data on behalf of the Purchaser, the parties shall conclude the required data processing agreement before processing begins.
- 15.5. The use of the Purchaser's name, trademark, logo or business relationship for reference or advertising purposes shall require the Purchaser's prior consent in text form.

16. Compliance, Sustainability and Supply Chain

- 16.1. The Supplier shall comply with all applicable statutory provisions when performing the contract, in particular provisions on the prevention of corruption, anti-money laundering, export controls, sanctions, embargoes, occupational health and safety, minimum working conditions, environmental protection and product safety.
- 16.2. The Supplier undertakes not to deliver goods that have been manufactured or obtained in violation of fundamental human rights, mandatory employment-law requirements or environmental regulations. The Supplier shall observe appropriate due diligence obligations in its supply chain and shall provide the Purchaser with suitable evidence and information upon request.
- 16.3. The Supplier shall inform the Purchaser without undue delay of actual or threatened violations, official measures, sanctions or other circumstances that may impair the lawful or responsible procurement or resale of the goods.
- 16.4. In the event of serious or repeated violations, the Purchaser shall be entitled to cancel affected orders, withdraw from the contract or terminate the business relationship for good cause. Further claims shall remain unaffected.

17. Subcontractors and Assignment

- 17.1. The Supplier shall remain responsible for complete, timely and defect-free performance even if it engages subcontractors or other third parties.
- 17.2. The use of another production site or a subcontractor where this may affect the quality, availability, origin, compliance or traceability of the goods shall require the Purchaser's prior consent. Consent shall not release the Supplier from its liability.
- 17.3. The Supplier may assign claims arising from the business relationship or have them collected by third parties only with the Purchaser's prior consent. Section 354a of the German Commercial Code (HGB) shall remain unaffected.
- 17.4. The Purchaser shall be entitled to transfer rights and obligations arising from the business relationship to affiliated companies or a legal successor, provided that this does not unreasonably impair the Supplier's legitimate interests.

18. Supplier's Liability and Limitation of the Purchaser's Liability

- 18.1. The Supplier shall be liable in accordance with the statutory provisions for all damage culpably caused by the Supplier, its legal representatives, employees, vicarious agents or subcontractors.
- 18.2. Any limitation or exclusion of liability in favour of the Supplier shall not apply in the event of intent, gross negligence, injury to life, body or health, fraudulent concealment of a defect, guarantees assumed, claims under the German Product Liability Act, defects in title or breach of material contractual obligations.

18.3. In the event of a slightly negligent breach of material contractual obligations, the Purchaser shall only be liable for the foreseeable damage typically arising under the contract. This limitation shall not apply in the cases set out in the preceding paragraph. In all other respects, the Purchaser shall only be liable for intent and gross negligence to the extent permitted by law.

18.4. The limitations of the Purchaser's liability shall not apply insofar as mandatory statutory liability applies.

19. Termination and Withdrawal for Good Cause

19.1. The Purchaser may terminate an order that has not yet been fully performed with immediate effect for good cause or withdraw from the contract. Good cause shall in particular include:

- a) substantial or repeated delay in delivery;
- b) a substantial quality or compliance breach;
- c) defects that have not been remedied;
- d) impending or actual insolvency or inability to pay on the part of the Supplier;
- e) a breach of confidentiality, intellectual property, safety or sustainability obligations;
- f) an official prohibition, recall or substantial safety risk; and
- g) the loss of an approval or ability to deliver that is material to the Purchaser.

19.2. Where a period of grace is required, the Purchaser shall set such period in accordance with the statutory requirements. No period of grace shall be required where it is unnecessary by law or cannot reasonably be expected of the Purchaser.

19.3. In the event of termination or withdrawal, the Supplier shall, at the Purchaser's request, hand over goods that have already been completed and are free of defects and conform to the contract, as well as all documents, materials and tools paid for by the Purchaser. Further rights and claims for damages shall remain unaffected.

20. Rights of Retention and Security

20.1. The Supplier may withhold deliveries or performance on account of its own claims only if its claim is undisputed, finally adjudicated or ready for decision and the right of retention relates to the same contractual relationship.

20.2. A right of retention in goods, tools, documents or other items belonging to the Purchaser shall be excluded to the extent legally permissible.

20.3. Upon request, the Supplier shall provide the Purchaser with reasonable information and evidence concerning title, product safety, origin, conformity and the supply chain. The Supplier shall bear the costs of any re-check for which it is responsible.

21. Retention of Records and Traceability

21.1. The Supplier shall retain documents, inspection and production records, batch and serial numbers and traceability information for at least the period required by law and, in any event, for at least ten years from delivery, unless a longer period has been agreed or is required by law.

21.2. Where there is a justified reason and with reasonable consideration for business secrets, the Purchaser may inspect, or have qualified third parties inspect, compliance with contractual and statutory requirements. In the event of substantial deviations or deviations for which the Supplier is responsible, the Supplier shall bear the reasonable inspection costs.

22. Place of Performance, Jurisdiction and Applicable Law

- 22.1. The place of performance for delivery and all subsequent performance measures shall be the delivery location stated in the order. The place of performance for payment shall be the Purchaser's registered office.
- 22.2. The law of the Federal Republic of Germany shall apply, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The mandatory protective provisions of the country in which the Supplier is domiciled shall remain unaffected to the extent that they are mandatorily applicable.
- 22.3. If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship shall be the Purchaser's registered office. The Purchaser shall nevertheless remain entitled to bring an action against the Supplier at the Supplier's registered office or at any other place of jurisdiction permitted by law.
- 22.4. For Suppliers domiciled outside Germany, the jurisdiction agreement shall apply only to the extent that it can be validly agreed. The Purchaser shall be entitled to refer a dispute to an arbitral tribunal or a competent state court only if this has been expressly agreed in the individual case; in the absence of such an agreement, Clause 22.3 shall apply to the extent legally permissible.

23. Final Provisions

- 23.1. Amendments and supplements to the contract shall require at least text form unless a stricter form is prescribed by law. Individual agreements shall always take precedence.
- 23.2. If any provision of these Purchasing Terms is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provision shall apply in place of the invalid or unenforceable provision. A reduction preserving the validity of the provision shall be excluded.
- 23.3. The German-language version shall be authoritative. Translations shall serve for information purposes only unless expressly agreed otherwise.
- 23.4. In the event of contradictions, the following order of precedence shall apply:
1. the individual agreement or order text;
 2. the technical specification, drawing or expressly incorporated annex;
 3. these Purchasing Terms; and
 4. the Supplier's order confirmation, insofar as it has been expressly confirmed by the Purchaser.

Status: August 2026 | This is a translation for reference purposes only. In the event of any discrepancy, the German version shall prevail.