

§ 1 Generals – scope of application

- (1) These General Terms of Purchase (GTP) shall apply to all business relationships between the suppliers ("Seller"), RSP GmbH & Co. KG and RSP Asia GmbH including his affiliated companies within the meaning of §§ 15 et seq. Company Law ("us", "we"). The GTP shall only apply if the seller is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.
- (2) The GTP shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the seller manufactures the goods himself or purchases them from subcontractors (§§ 433, 650 German Civil Code). Unless otherwise agreed, the GTP in the version valid at the time of the buyer's order or, in any case, in the version currently available on the homepage of RSP GmbH & Co. KG (www.rsp-germany.com) shall apply as framework agreement also for similar future contracts without us having to refer to them again in each individual case.
- (3) These GTP apply exclusively. Deviating, conflicting or supplementary General Terms (of whatever kind) 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 we accept the seller's deliveries without reservation in the knowledge of the seller's General Business Terms.
- (4) Individual agreements concluded with the seller in individual cases (including collateral agreements, supplements and amendments) shall have priority over these GTP, in every case. Subject to counter proof, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- (5) Legally relevant declarations and notifications of the seller with regarding the contract (e.g. setting of a deadline, reminder, withdrawal) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person issuing the declaration, shall remain unaffected.
- (6) Our employees are not authorized to change the content of the GTP (in writing or verbally). Any amendment requires written confirmation by the RSP management. The written confirmation will get into effect only if the authorised representatives named in the respective, actual commercial register entry have signed such confirmation. The seller is obliged to verify the validity of the authority of representation.
- (7) Notes on the validity of legal provisions have clarifying significance only. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded by us.

§ 2 Conclusion of contract, quotations, quality requirements, and compliance

- (1) Any quotation of the seller shall be binding for him from the date of our receipt thereof. This quotation can be accepted at any time, even if the seller has specified a time limit for acceptance. The seller shall immediately check our order. The seller shall notify us of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or

completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded. Only the orders placed by us and confirmed by the seller within a period of 2 weeks are binding for us (§ 2, section (1), sentence 1 remains unaffected). All alterations of the order, which result in a change of specification, drawing or quality standards, or which otherwise have an effect on operational safety and function, are only permitted with our prior written confirmation.

- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they must not be disclosed to third parties without our express written consent. They are exclusively to be used for manufacture on the basis of our order; after completion of the order they have to be returned to us without being requested to do so. They must be kept secret from third parties; in this respect, the provisions of § 6, section (1) shall apply in addition.
- (3) The seller is obliged to comply with the technical data required for his goods in accordance with the documents, which the order is based on (such as drawings, technical delivery conditions, specifications, descriptions or samples). If the technical data specified in the order and the underlying documents do not fully define the quality of the goods required by us, the seller shall ensure the consistent quality by specifying and continuously using a binding quality designation. The requirement to maintain a minimum level of consistent quality also applies to future orders. The seller shall inform us in good time of any impending quality change, if necessary by sending samples. Quality changes detrimental to us without prior notification entail the right to non-acceptance of the delivery with the associated claims for damages. The origin of all delivered goods shall be confirmed by the seller through submitting a supplier's declaration in accordance with EU Implementing Regulation 2015/2447. While doing so, Articles 61 - 63 of the said EU Regulation shall be observed.
- (4) We have imposed a Code of Conduct on ourselves as voluntary commitment. The seller acknowledges this commitment and will ensure compliance while maintaining the business relationship with us. Unless the seller has his own code of conduct, the seller shall comply with the laws and regulations applicable to him. Insofar as the seller has also imposed a Code of Conduct on himself, the seller and we shall be obliged to take appropriate measures to ensure that the respective own Code of Conduct is observed within their mutual business relations. Seller and we recognize the respective codes as equivalent and waive any contractual submission to the other party's code of conduct. We and the seller will notify each other of any material changes to the content of our own Code of Conduct to the extent that it is not or will not be published on the website. In the event of indications of a not insignificant violation, each party shall be entitled to demand information in writing from the other party regarding compliance with his own conduct requirements within the scope of the mutual contractual relationship. Requests for information shall in each case be made in writing and in compliance with the contracting party's interests worthy of protection, in particular his trade and business secrets, and in compliance with the rights of the employees, in particular data protection. If one of the contracting parties culpably violates his own obligation under this Agreement, the other contracting party shall be entitled to demand (in writing) the cessation of the violating act, provided that the violation is not insignificant. In the event that the relevant breach is not remedied within a period of 14 days after receipt of the request, or if there is a repeated breach, the party in compliance with the contract shall be entitled to

terminate the contract affected by the breach with immediate effect. Further claims and rights shall remain unaffected in terms of reason and amount in accordance with the provisions of the contract concerned.

§ 3 Delivery date and delay

- (1) The delivery date indicated in our order is binding. The seller is obliged to immediately inform us in writing if he is probably not able meeting agreed delivery dates - for whatever reason. If the seller recognizes that an agreed delivery date cannot be met, he must inform us immediately in writing, stating the reasons and the expected duration of the delay. He shall take all necessary measures to ensure that the agreed delivery date can be met or that only a slight delay occurs. The seller shall inform us in writing what measures he has taken and will take in this respect in the individual case. Notification of an expected delay in delivery shall in no case change the agreed delivery date. All damages of whatever kind incurred by us directly or indirectly as a result of culpably omitted or delayed information shall be borne by the seller. If the seller fails to give timely notice, he may not invoke an impediment to performance, even if he is not responsible for it. In all other respects, the statutory provisions shall apply. The seller may only invoke the absence of necessary documents to be supplied by us if he has sent a written reminder for the documents and has not received them within a reasonable period of time.
- (2) If the seller does not perform at all or does not perform within the agreed delivery time or if the seller is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in section (3) remain unaffected.
- (3) In the event of delay in delivery, a contractual penalty of 0.5% per calendar week or part thereof, up to a maximum of 5% in total, shall be due related to the value of the overdue part of the delivery or service, taking into account any damages in excess thereof. Apart from that the § 341 II German Civil Code shall apply.
- (4) In case of earlier delivery than agreed, we can return the goods at the seller's expense. If no return is made in the case of early delivery, the goods shall be stored by us until the agreed delivery date at the seller's expense and risk. In case of acceptance of early deliveries, the due date of the purchase price shall be determined by the agreed delivery date.

§ 4 State of the art, quality assurance and documentation obligation, performance, delivery, transfer of risk, default of acceptance, customs and export regulations

- (1) The seller is obliged to maintain the state of the art, to stick to the safety regulations and technical data required for his delivery and to constantly check the quality of his products. In particular, the seller has to fulfil the requirements resulting from the REACH Regulation in respect of all products delivered to us and to take appropriate measures. Our inspection personnel shall be entitled to check the quality of the material and/or the manufacturing process of the delivery items during working hours at the seller's site.
- (2) The seller shall bear the procurement risk for his services unless otherwise agreed in individual cases (e.g. limitation to stock).
- (3) Deliveries shall be made within Germany "free domicile" to the place of destination specified in the order ("CIP" in accordance with Incoterms 2020), unless

otherwise agreed. If the place of destination is not specified and nothing else has been agreed, the goods shall be delivered to our place of business in Saalfeld/Saale. The respective place of destination is also the place of performance for the delivery and any supplementary performance (obligation to deliver).

- (4) The delivery must be accompanied by a delivery bill stating the date (issue and dispatch), content of the delivery (item number and quantity) and our order ID (date and number). If the delivery bill is missing or incomplete, we shall not be held responsible for any resulting delay in both processing and payment. Separately from the delivery bill, a corresponding shipment note with the same content must be sent to us. The invoice is not considered a shipment note. For delivery, please observe our opening hours.
- (5) Upon delivery, the seller shall provide free of charge instructions and drawings containing sufficient details to enable installation, foundation, commissioning, use as well as maintenance of the delivered goods. These instructions and drawing will become our property. Insofar as drawings and their contents are protected by copyright, we shall be granted the irrevocable, transferable and free-of-charge right to use these copyrights without restriction in terms of location, time and content and all applications, in particular to reproduce, distribute, publish, modify and process them.
- (6) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. Insofar as acceptance has been agreed, this condition shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis in the event of acceptance. If we are in default of acceptance, this condition shall be deemed equivalent to handover or acceptance.
- (7) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the seller has also to expressly offer his performance to us if a specific or determinable calendar time has been agreed for an action to be taken or cooperation to be carried out on our part (e.g. provision of materials). If we are in default of acceptance, the seller is entitled to demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 German Civil Code). If the contract relates to an unacceptable item to be manufactured by the seller (individual production), the seller shall only be entitled to further rights if we are obliged to cooperate and shall be held responsible for failure to do so.
- (8) The seller shall take back all packaging used by him and bear the costs for packaging material and return.
- (9) The seller is obliged to provide us in good time with proof of the non-preferential origin of his products in the form of certificates of origin (for imported goods) or individual/long-term supplier declarations (for goods manufactured in any EU member state). Subcontractors shall be obligated accordingly. Any change in the status of origin shall be immediately notified by the seller in writing.

§ 5 Prices and terms of payment

- (1) The price indicated in the order is binding. All prices include the statutory value added tax if this condition is not separately indicated.
- (2) Unless otherwise agreed in the individual case, the price shall include all the seller's services and ancillary services (e.g. installation, assembly) as well as all ancillary costs (e.g. appropriate packaging, transport

costs including any transport and liability insurance).

- (3) The agreed price shall be due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice, unless otherwise agreed in writing. If we effect payment within 30 calendar days, the seller grants us a 3% discount on the net amount of the invoice. With bank transfer, payment shall be deemed to have been effected on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be held responsible for any delay caused by the banks involved in the payment process.
- (4) We do not owe interest on maturities. The statutory provisions shall apply to delayed payment.
- (5) We shall be entitled to rights of set-off and retention as well as defence of non-performance of the contract to the extent provided by law. In particular, we shall have the right to withhold due payments as long as we are still entitled to claims against the seller arising from incomplete or defective performance. The seller shall be authorized to set-off or retention only in respect of counterclaims which have become *res judicata* or are undisputed.

§ 6 Secrecy, reservation of title, industrial property rights

- (1) We reserve the property rights and copyrights to illustrations, drawings, calculations, implementation instructions, product descriptions and other records ("Documents"). Such documents shall be exclusively used 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 obligation of secrecy shall expire only if and to the extent the knowledge revealed in the documents provided has become generally known. The obligation to secrecy shall also apply after the execution of this contract; it shall expire if and to the extent the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- (2) The foregoing provision shall apply *mutatis mutandis* 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. Such items shall - as long as they are not processed - be stored separately at the seller's expense and insured to a reasonable extent against destruction and loss.
- (3) Any processing, mixing or combination (further processing) of provided items by the seller shall be carried out for us. 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 provisions.
- (4) The transfer of ownership of the goods to us shall be unconditional and regardless of the payment of the price. If, however, we accept an offer of the seller for transfer of ownership conditional on payment of the purchase price in an individual case, the seller's reservation 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 prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of

title extended to the resale shall apply). This condition excludes all other forms of retention of title. This is particularly true for the extended, passed-on retention of title and the one extended to further processing.

- (5) The seller warrants that no rights of third parties are infringed in connection with his delivery. If a claim is raised against us by a third party for this reason, the seller shall be obliged to indemnify us against such claims, whether proven or alleged, on first written demand; we shall not be entitled to make any agreements with the third party - without the seller's consent - in particular to conclude a settlement. The seller's obligation to indemnify shall apply to all expenses necessarily incurred by us as a result of or in connection with claims raised by a third party.

§ 7 Defective delivery

- (1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery and short delivery as well as improper assembly, defective assembly, instructions on use and operation) and in the event of other breaches of duty by the seller, unless otherwise stipulated below.
- (2) In accordance with the statutory provisions, the seller shall be liable in particular for ensuring that the goods are of the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GTP shall be deemed to be an agreement on the quality, irrespectively of the condition whether the product description originates from us, the seller or the manufacturer.
- (3) Upon conclusion of the contract, we are not obligated to inspect the goods or make special inquiries about possible defects. Partially deviating from § 442, section 1, sentence 2, German Civil Code, we shall therefore also be entitled to claims covering defects without limitation if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence. As regards quantities, dimensions, weights and quality of any delivery, the values determined by us during incoming goods inspection are decisive. Acceptance is subject to inspection for correctness and suitability. The seller is obliged to maintain the state of the art, to stick to the safety regulations and technical data required for his delivery and to constantly check the quality of his products.
- (4) The statutory provisions (§§ 377, 381 German Commercial Code) shall apply to the commercial obligation to inspect the goods and to give notice of defects, subject to the following proviso: Our obligation to inspection shall be limited to defects which are detected during our incoming goods inspection by external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control by random sampling procedure. Insofar as acceptance has been agreed, there shall be no obligation of inspection. In other respects, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been submitted without undue delay and in good time if it is sent within 5 working days from discovery or, in the case of obvious defects, from delivery. In this respect, the seller waives the objection of delayed notification of defects.

- (5) If we discover any defect in the goods before or during assembly, we are entitled to demand supplementary performance. In the event that production is endangered (in particular in case of existing delivery obligations, standstill of the product at our customer's premises), we shall be entitled to immediately rectify the defect at the seller's expense either by ourselves or through an authorised third party.
- (6) If a defect occurs after assembly of the goods and delivery of our finished product to the end customer, we shall remedy the material defects either by ourselves or through our authorised dealer at the seller's expense. For this purpose, the seller shall reimburse to us the cost of the parts at the original equipment manufacturer's price plus 20 % and for the working time for assembly and removal at the usual third-party warranty hourly rate as well as other necessary expenses.
- (7) If a defect in the goods delivered by the seller occurs several times so that this defect represents a serious and far-reaching problem with negative consequences for the marketing of our end product, or if there is a safety risk, a comprehensive replacement of the goods is considered an appropriate measure regardless of specific warranty cases. In such cases, we shall be entitled to charge all costs and expenses, which are have proved to be direct consequence of these remedial measures, to the seller in accordance with his share of causation.
- (8) Supplementary performance shall also include the removal of the defective goods and their re-assembly, provided that the goods have been assembled in another item or attached to another item in accordance with their nature and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses required for inspection and supplementary performance shall be paid by the seller even if it turns out that no defect actually did exist at all. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall be liable only if we recognised or were grossly negligent in not recognising that no defect did exist at all.
- (9) Without prejudice to our statutory rights and the stipulations in the preceding paragraphs, the below provisions shall apply: If the seller does not fulfil his obligation to supplementary performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement) - within a reasonable period of time set by us, we shall have the right to remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the seller. If supplementary performance by the seller has failed or proves to be unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the seller of such circumstances without delay, if possible in advance. We are entitled to remedy the defect ourselves at the seller's expense if there is imminent danger or special urgency. Otherwise, in the event of a material defect or defect of title, we shall have the right to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

§ 8 Supplier's recourse

- (1) We are entitled without restriction to both our legally determined recourse claims within a supply chain

(supplier recourse pursuant to §§ 445a, 445b, 478 German Civil Code) and the claims for defects. In particular, we have the right to demand exactly the type of supplementary performance (repair or replacement) from the seller that we owe our customer in the individual case. Our statutory right of choice (§ 439 section 1 German Civil Code) is not restricted by this condition.

- (2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to sections § 445a, section 1, § 439, sections 2 and 3 German Civil Code), we shall notify the seller and request a written statement, briefly setting out the facts of the case. If a substantiated statement is not delivered within a reasonable period of time and if no mutual solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall provide counter evidence.
- (3) Our claims from the supplier's recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by integration into another product.

§ 9 Manufacturer's liability

- (1) If the seller is responsible for product damage, he shall indemnify us against all proven and alleged claims by third parties and reimburse to us the damage incurred, including the necessary legal defence costs, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- (2) Within the scope of his indemnification obligation, the seller shall reimburse expenses pursuant to §§ 683, 670 German Civil Code or pursuant to §§ 830, 840, 426 German Civil Code arising from or in connection with a claim by a third party including recall actions carried out by us. We will inform the seller about the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
- (3) The seller shall take out and maintain a product liability insurance the lump sum of which covers at least EUR 5.0 million per personal injury/material damage. We may request proof of this condition from the seller at any time.

§ 10 Statute of limitation

- (1) The mutual claims of the contracting parties become statute-barred in accordance with the legal provisions, unless otherwise stipulated below.
- (2) Notwithstanding § 438, section 1, no. 3 of the German Civil Code, the general limitation period for deficiency claims amounts to 3 years from the transfer of risk. Insofar as acceptance has been agreed, the statute of limitations begins with the acceptance. The 3-year statute of limitation shall also apply accordingly to claims arising from defects of title, whereby the legal statute of limitation for claims in rem for surrender by third parties (§ 438 section 1, no. 1 German Civil Code) shall remain unaffected; furthermore, claims arising from defects of title shall not become statute-barred in any case as long as the third party can still assert the right - in particular in the absence of a statute of limitation - against us.
- (3) The limitation periods of the purchase right including the above extension shall apply - to the extent provid-

ed by law - to all contractual deficiency claims. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular legal statute of limitation (§§ 195, 199 German Civil Code) shall apply for this condition, unless the application of the statute of limitation of the purchase right leads to a longer statute of limitation in the individual case.

- (4) Regarding claims from § 6, section (5), the limitation period amounts to 10 years, counted from the date of conclusion of the contract.

§ 11 Force majeure

- (1) Subject to the sections (3) and (4) below, neither we nor the seller shall be held responsible for any delay in performance or for any failure to perform the respective obligations under these conditions, if and to the extent that they are attributable to an event or occurrence out of the control of the concerned party and which arose through no fault of his own, such as and in particular, circumstances caused by natural events, measures taken by government authority, fire, floods, explosions, natural disasters, war, labour disputes (including lockouts and strikes), epidemics or pandemics or diseases resulting in particular measures such as quarantine and other containment measures or official orders, court orders or decrees or official warnings (force majeure). In any case, the event must be external, outside and thus out of the control of the contracting parties, and this event must not be preventable even with the application of the utmost reasonably expected care, and thus due to unpredictability.
- (2) The existence of force majeure shall lead to the temporary suspension of the mutual contractual obligations if one of the parties invokes such condition.
- (3) If we have to change our delivery schedule due to force majeure and the delivery is delayed, the seller shall store such delayed goods in accordance to our instructions and deliver them after the cause of the delay has been eliminated. We will inform the seller of the impediment to performance and of the expected duration of the delay.
- (4) During the period of any such delay in performance or non-performance by the seller, the seller shall promptly notify us in writing of such delay (including a description of the reason for the event or circumstance, an estimate of the duration of the delay and a statement as to the remedial action that will be taken to resume performance and any interim allocation plans the seller may have for the delivery of goods during the period of delay). During such period, we are entitled at our discretion to procure goods from other sources and to reduce our schedules for the seller by such quantities, or have the seller procuring the goods from other sources in the quantities and on the delivery dates we require and at the price specified in this order. Upon our request, the seller shall provide sufficient assurances within 10 (ten) days of the request that the delays will not exceed the period of 30 (thirty) days. If the delay lasts longer than 30 (thirty) days or if the seller does not provide sufficient assurance that the delay will be completed within 30 (thirty) days, we shall have the right to cancel the order with immediate effect without the seller being entitled to any claims arising therefrom.

§ 12 Spare parts procurement

The seller is obliged to execute orders for spare and wearing parts over a period of at least 10 years after the last delivery. The deficiency liability as stipulated in § 7 shall apply to spare parts.

§ 13 Return and disposal of goods after termination of use

- (1) Electrical and Electronic Equipment Act: The seller assumes the obligation to properly take back and dispose delivered goods that fall under the Electrical and Electronic Equipment Act at the end of their useful life with our customers and/or their other purchasers at the seller's own expense in accordance with the statutory provisions. The seller shall indemnify us against the obligations pursuant to §10, section 2 of the Electrical and Electronic Equipment Act (manufacturers' take-back obligation) and any related claims by third parties.
- (2) Our claim for takeover/exemption by the seller shall not become statute-barred before the expiry of two years after the final termination of the use of the device. This period shall commence at the earliest upon receipt by us of a written notice of termination of use from the customer and/or his purchaser.
- (3) EU Directive on Batteries and Battery Act: In accordance with the statutory provisions, the seller is obliged to take back and dispose all batteries sold to us at his own expense. However, the seller shall optionally grant to us the right to have batteries disposed through our own officially approved disposal channels and to charge him the actual costs associated with this condition up to the amount of the customary disposal costs.
- (4) Other take-back and disposal regulations: The seller shall take back and dispose the goods and/or their components, as well as their packaging and, if applicable, their means of transport, at his own expense as required by other German law or by EU law, unless the parties have agreed otherwise. Section (2), sentence 2 shall apply accordingly.
- (5) The seller shall indemnify us against the take-back or disposal claims of our customers or their customers pursuant to sections (2) or (3) as soon as we request him to do so. Our claim for takeover/exemption by the seller shall not become statute-barred before the expiry of two years after the final termination of the use of the goods. This period shall commence at the earliest upon receipt by us of a written notice of termination of use from the customer and/or his purchaser.

§ 14 Final provisions, choice of law and place of jurisdiction

- (1) The invalidity of individual provisions shall not affect the validity of the remaining terms of purchase.
- (2) These GTP and the contractual relationship between us and the seller shall be governed by the jurisdiction of the Federal Republic of Germany under exclusion of the international uniform law, in particular the UN Purchase Right.
- (3) 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 - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be the court responsible for our registered office in Saalfeld/Saale. The same applies if the seller is an entrepreneur in the sense of § 14 German Civil Code. In any case, however, we are also entitled to file a suit at the place of performance of the delivery obligation in accordance with these GTP or an overriding individual agreement or at the seller's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.

