

1 Scope, form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships of Klaus Kroschke Holding GmbH & Co. KG and its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (Aktien-gesetz – AktG) (“Kroschke”) with business partners and suppliers (“Partner”). The GTCP apply exclusively if the Partner is an entrepreneur (Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)), a legal entity under public law or a special trust under public law.

(2) The GTCP primarily apply to contracts regarding the sale and/or supply of movable goods (“goods”), regardless of the partner manufacturing the goods in-house or purchasing it from suppliers (Sections 433 and 650 BGB). Unless otherwise agreed, the GTCP apply as a general agreement in the version which was valid at the time the customer placed the order and which was available on the Kroschke website and/or in any case in the version last announced to the customer, including for similar future contracts without us having to refer to this fact in each individual case.

(3) The GTCP apply exclusively. Deviating, contrary or supplementary general terms and conditions of business of the Partner shall only form part of the contract if we have explicitly agreed to their applicability in writing. This requirement to obtain consent applies in any case, for example also if we accept the Partner's deliveries without reservations in knowledge of the Partner's general terms and conditions of business.

(4) Individual agreements concluded with the Partner on a case-by-case basis (including additional agreements, addendums and amendments) shall always take precedence over these GTCP. Subject to evidence being provided to the contrary, a written contract and/or our written consent shall prevail regarding the content of such agreements.

(5) Declarations and announcements made by the Partner that are relevant in law with regard to the contract (e.g. deadlines, reminders, withdrawal) shall be submitted in writing, i.e. in written or text form (e.g. letter, email, fax). Legal form requirements and additional evidence, particularly in case of doubt about the authority of the declaring party, remain unaffected.

(6) References to the application of legal requirements are given for clarification purposes only. Even without such clarifications, the legal requirements therefore apply, unless they have been directly amended or explicitly excluded in these GTCP.

2 Conclusion of contract

(1) Our order shall be classed as binding at the earliest upon submission of a written order or confirmation. The Partner shall point out any obvious mistakes (e.g. typing or spelling errors) and incomplete orders, including order documents, to us so they can be revised or completed before acceptance; otherwise, the contract shall not be deemed to have been concluded.

(2) The Partner shall confirm our order in writing immediately upon receipt but no later than within two working days or, in particular, execute it without reservations by dispatching the goods (acceptance). Delayed acceptance is considered as a new offer and requires acceptance by us.

(3) Electronic form and text form are both considered to be written form.

(4) Kroschke may, within reasonable limits for the Partner, request changes in the design and execution of the performance. The Partner shall implement the changes within a reasonable period of time. In the process, the effects, notably regarding additional and reduced costs as well as delivery dates, must be amicably regulated in an appropriate manner. If no agreement is reached within a reasonable period of time, we may dispense with further orders.

3 Delivery period and delay

(1) The delivery period stated by us in the order is binding. The Partner shall notify us immediately and in writing if it expects to be unable to comply with the agreed delivery periods for whatever reason.

(2) In the event of the Partner failing to provide its services, or failing to provide them within the agreed delivery period, or being delayed with its deliveries, our rights, particularly those relating to withdrawal and compensation claims, shall be based on the statutory provisions. This shall not affect the provisions in Paragraph 3.

(3) If the Partner is delayed in its deliveries, we may, in addition to further-reaching legal claims, claim flat rate compensation for the damages incurred by us from such delay in the amount of 1% of the net price per full calendar week, but no more than a total of 5% of the net price of the delayed goods. We reserve the right to prove that the damages incurred by us are higher. The Partner reserves the right to prove that we have not incurred any damages at all or that our damages incurred are substantially less.

4 Services, delivery, risk transfer, delayed acceptance, packaging

(1) The goods are delivered free to a location within Germany that is stated in the order (INCOTERMS 2020: DDP). If the destination is not stated and nothing else has been agreed, the goods shall be delivered to our head office at Kroschkestrasse 1, 38112 Braunschweig, Germany. The respective destination is also the place of fulfilment for the delivery and any subsequent fulfilment (obligation to fulfil).

(2) The Partner is responsible for selecting its own upstream suppliers as well as adequate and sufficient warehousing and carries the procurement risk for its own services, unless otherwise agreed on a case-by-case basis (e.g. limited to stocks).

(3) A delivery note containing the date (issue and dispatch), content of delivery (item number and quantity) and our order reference (date and number) shall be included with each delivery. We shall not be held responsible for any delays in processing and payment resulting from a missing or incomplete delivery note. A corresponding dispatch notice with the same content shall be sent to us independently from the delivery note.

(4) The risk of accidental destruction and accidental deterioration of the goods is transferred to us at the place of fulfilment. If an approval has been agreed, this shall be authoritative to the risk transfer. Furthermore, the statutory provisions of the laws concerning work and services shall also apply accordingly. The handover and/or transfer shall be deemed to have taken place even if we are delayed in accepting the goods.

(5) The statutory provisions apply with regard to us being delayed in accepting the goods. However, the Partner shall also explicitly offer us its services if a specific or

determinable calendar period has been agreed for an action or cooperation on our side (e.g. provision of materials). Should we be delayed in the acceptance of the goods, the Partner may claim compensation in accordance with the statutory provisions (Section 304 BGB). If the contract pertains to goods that are to be manufactured by the Partner that cannot be procured from any other source (custom-made goods), the Partner shall only have further-reaching rights if we have undertaken to cooperate and are responsible for failure to cooperate.

(6) The Partner shall use environmentally friendly packaging. All packaging shall be reusable. The Partner shall take back all packaging materials on our request.

5 Subcontractors

(1) The Partner shall notify us in writing of the engagement of subcontractors, freelancers, upstream suppliers and other third parties (jointly referred to as “agents”) which are not employees of the Partner in connection with the provision of services owed to us. The Partner shall contractually ensure in its relationship with the agent that all services are provided fully and properly, that the provision of services can be comprehensively checked by Kroschke on the basis of corresponding documentation and regular audits and that the obligations arising from the contractual relationship with us also apply in the relationship with the agent.

(2) Agents are classed as vicarious agents of the Partner. Interruptions, delays, disruptions, poor performances or other errors in the agents’ deliveries and services, regardless of the reason for these interruptions, shall not release the Partner from its service obligation under the contract concluded with us.

(3) If the Partner or an agent is to provide services on the business premises of Kroschke, the Partner shall ensure that the third-party company agreement presented by us prior to the provision of the services is signed and that the respective persons fully comply with this third-party company agreement and the other provisions of the site rules.

6 Prices and payment conditions

(1) The price stated in our order is binding. All prices include statutory VAT, unless this is stated separately.

(2) Unless otherwise agreed in an individual case, the price includes all services and ancillary services of the Partner (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, customs and export duties, transport costs including any transport and liability insurance required).

(3) The agreed price is payable within 30 calendar days from completed delivery and service (including acceptance, if agreed) as well as receipt of a proper invoice. The Partner shall grant us a 3% discount on the net invoice amount if we pay within 14 calendar days. When transferring payments to a bank account, payment shall be deemed to have been made on time if our bank receives our transfer instructions before the end of the payment period. We shall not be held responsible for delays caused by the banks involved in the payment process.

(4) We shall not be due to pay default interest. The statutory provisions apply to payment default.

(5) We shall have the rights of set-off and retention as well as objection to an unfulfilled contract within the legal scope. We may, in particular, retain payments due as

long as we have claims against the Partner arising from incomplete or defective services.

(6) The Partner shall only have the rights of set-off and retention on the grounds of legally binding or undisputed counter-claims.

7 Non-disclosure and intellectual property

(1) We reserve the property rights and copyright in images, plans, drawings, calculations, instructions, product descriptions and other documents. Such documents shall be used exclusively for the provision of the contractual services and returned to us once the order has been completed. Documents shall not be disclosed to third parties for at least five years from expiry of the contract until the information contained in the documents becomes public knowledge. The Partner undertakes not to disclose the information and to protect it against unauthorised access by unauthorised third parties with suitable measures. The standard of care commonly applied between similar Contracting Partners shall be applied in this case. The Partner shall notify Kroschke about the implemented measures on request.

(2) The above provisions apply accordingly to substances and materials (e.g. software, finished and semi-finished goods) as well as tools, templates, samples and other items which we provide to the Partner for the purpose of manufacturing. The Partner shall, at its own cost, store such items separately, unless they are used up during manufacture, mark them as our property and insure them sufficiently against destruction and loss. The Partner may only move the location and create a permanent inability to manufacture with explicit consent from us.

(3) The provisions in Paragraph 1 also apply to customer names, customer lists or customer-related data and information of Kroschke which the Partner has received for the purpose of providing services to us. The Partner undertakes not to use them for its own similar contractual relationships with these customers and not to transfer them to third parties. The Partner undertakes, in particular, not to contact our customers directly for business purposes and not to act for them, neither indirectly nor through third parties. Customers are companies that are in a contractual relationship with Kroschke. If the Partner has previously maintained a relationship with one of our customers, the Partner shall not contact our customer directly with regard to project-related individual orders and queries and also refrain from engaging third parties with making such contact.

(4) The Partner shall not use Kroschke or the business relationship between the Partner and Kroschke as a reference in any form whatsoever without prior explicit written consent.

(5) The Partner shall pay us a contractual penalty for any violations of the above provisions. The contractual penalty is based on the Hamburg Custom and its amount is only determined once a violation has occurred so that the Partner is able to request for a court to examine its appropriateness. This does not affect our right to claim further-reaching damages based on evidence provided by us.

8 Reservation of title

(1) Items provided by the Partner are processed, mixed or combined (further processing) for us. The same applies when the delivered goods are processed further by us, meaning that we are classed as the manufacturer and acquire the title to the

product no later than upon further processing in accordance with the statutory provisions.

(2) The title of the goods shall always be transferred to us, regardless of the price being paid or not. However, should we accept an offer made by the Partner for the transfer of title based on the payment of the purchase price in an individual instance, the Partner's reservation of title shall expire no later than upon payment of the purchase price for the delivered goods. Within the scope of a properly conducted business transaction, we shall remain entitled to sell on the goods even before the purchase price has been paid as long as we assign the resulting receivable in advance (a simple reservation of title extended to the selling on of the goods shall apply to simplify matters). All other forms of reservation of titles are therefore excluded, particularly a reservation of title that has been expanded, transferred or extended to the selling on of goods.

9 Defective delivery, quality, obligation to inspection and give notice of defects

(1) Unless stipulated otherwise below, the statutory provisions apply to our rights regarding material and legal defects of the goods (including incorrect or short deliveries as well as improper assembly, defective assembly, operating or usage instructions or goods manufactured or traded in breach of our code of conduct, which is available on the Kroschke website) and other violations of obligations by the Partner.

(2) In accordance with the statutory provisions, the Partner's liability shall include the assurance that the goods have the agreed quality at the time risk passes to us. The product descriptions that have been incorporated into an individual contract – for instance, by name or by reference the-

reto in our order – and, therefore, constitute part of the subject matter of this contract or which have been included in the contract in the same way as these GTCP shall be deemed the agreed quality of the goods. It therefore does not matter whether the product description has been provided by us, the Partner or the manufacturer.

(3) The Partner shall inform us in writing at an early stage of any measures that could have a significant influence on the aforementioned quality of the goods, such as changes to manufacturing processes, changes in materials or supplied parts for products or services, relocation of production sites, as well as before changes to procedures or equipment for inspecting the parts or other quality assurance measures. We shall be entitled to check whether the changes could have a detrimental effect on the product. Upon request, the Partner shall provide the necessary documents for this purpose and allow audits to a reasonable extent.

(4) We shall not be obliged to inspect the goods or make special enquiries about any defects upon conclusion of the contract. Partly notwithstanding the provisions in Section 442, Paragraph 1, Sentence 2 BGB, we shall, therefore, be entitled to claims for defects without limitation even if we did not become aware of the defect upon conclusion of the contract due to gross negligence.

(5) Statutory provisions (Sections 337 and 381 of the German Commercial Code (Handelsgesetzbuch – HGB)) shall apply to the commercial obligation to inspection and give notice of defects with the following stipulation: our obligation to inspect goods shall be restricted to defects that can be detected by our incoming goods inspections by means of visual checks, in-

cluding those that come to light in the delivery documents (e.g. transport damage, incorrect or short deliveries) and by random checks as part of our quality assurance. If acceptance has been agreed, we shall not be obliged to inspect the goods. Otherwise, the extent to which an inspection is feasible in the light of the circumstances of the individual case after the proper course of business is important. Our obligation to give notice of defects for defects discovered at a later time remains unaffected. Notwithstanding our inspection obligation, the complaint (notification of defect) shall be deemed to have been made immediately and in good time if sent off within three working days from the discovery of defect and/or from delivery in the case of obvious defects.

(6) Subsequent performance shall also include the removal of the defective goods and their reinstallation if the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of the corresponding expenses remains unaffected. The partner shall pay for any expenses necessary for the purpose of inspection and subsequent performance, even if it turns out that no defect actually existed. Our liability for compensation in the event of unwarranted requests for the correction of defects remains unaffected; in this respect, we shall only be liable if we have recognised or failed to recognise due to gross negligence that no defect existed.

(7) The following shall apply irrespective of our statutory rights and the provisions in Paragraph 5: if the Partner fails to meet its duty of subsequent performance, by rectifying the defect (subsequent repair) or delivering a non-defective item (replacement delivery) according to our choice, within a reasonable period of grace given by us, we may rectify the defect and claim

damages from the Partner for the expenses incurred in this respect and/or advance payment on such expenses. If subsequent performance by the Partner fails or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the imminent occurrence of disproportionate damages), no deadline is required; we shall notify the Partner of such circumstances without delay, if possible beforehand.

(8) In all other respects, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with statutory provisions in the event of material defects or defects of title. We may also claim damages and the reimbursement of expenses in accordance with the statutory provisions.

(9) If products marked with the Kroschke brand or other Kroschke own brands (e.g. Work) are justifiably returned by us or are not accepted by us, the Partner must destroy these products. Resale to third parties is not permitted. For each individual culpable violation of this obligation, the Partner shall be obliged to pay an appropriate contractual penalty, waiving the defence of one single and continued violation. The contractual penalty shall be calculated in accordance with the provisions of Section 7 Paragraph 5. Any further assertion of claims for damages, notably on the basis of statutory claims, shall remain unaffected by this provision.

10 Supplier recourse

(1) We shall be entitled without limitations to our statutory claims to recourse within one supply chain (supplier recourse in accordance with Sections 445a, 445b and 478 BGB) in addition to the claims for defects. We may, in particular, request the exact type of subsequent fulfilment (subsequent repair or replacement delivery) from the Partner that we are obliged to

provide to our customer in an individual instance. This does not limit our statutory right to choose (Section 439 Paragraph 1 BGB).

(2) Before acknowledging or fulfilling a claim for defects asserted by one of our customers (including compensation for expenses in accordance with Section 445a Paragraph 1 and Section 439 Paragraphs 2 and 3 BGB), we shall notify the Partner, give a brief description of the matter and request a written statement. If the Partner fails to provide a substantiated statement within a reasonable period of grace and if no mutual solution is found, the actual claim for defect agreed on by us shall be deemed to be owed to our customer. In this case, the Partner carries the burden of proof to the contrary.

(3) Our claims arising from supplier recourse also apply if the defective goods have been processed further by us or another company, e.g. installation in another product.

11 Manufacturer's liability, audits, quality, spare parts supply

(1) If the Partner is responsible for product damage, it has to indemnify us from claims of third parties if the cause lies within its area of control and organisation and it is liable itself in relation to third parties.

(2) As part of this obligation to indemnify, the Partner must reimburse any expenses in accordance with Sections 683 and 670 BGB that arise out of or in connection with any recourse taken by third parties, including for recall actions carried out by us. If possible and reasonable, we shall inform the Partner regarding the content and extent of product recalls and give it the opportunity to comment. Further legal claims shall remain unaffected.

(3) The Partner shall conclude and maintain an adequate and sufficient product liability insurance and provide us with proof thereof on request.

(4) We and our customers shall be entitled to inspect materials, manufacturing processes and all other work necessary for the performance of the agreed service during production and until delivery at the Partner's business premises at any time and unannounced during normal business hours. The Partner shall be entitled to have the inspection carried out by an independent company that we are free to choose for the purpose of such an inspection.

(5) If the inspection is permanently refused without good cause, we may withdraw from the contract without the Partner being entitled to claim damages. Services rendered to date shall only be remunerated if and to the extent that they were rendered in accordance with the contract. We shall also be entitled to withdraw from the contract if defects or deviations from contractual agreements already become apparent during the inspection. Alternatively, we may also request immediate subsequent performance. We shall be entitled to request reports on the items ordered by us, notably the status of production, at any time. The full responsibility of the production of the parts lies with the Partner.

(6) The Partner is obliged to continually check the quality of the performance at its own expense. It shall notably keep records of when, in what way and by whom the performance has been inspected. The inspection documents must be kept for at least fifteen years and submitted to us upon request.

(7) If there is no separate agreement between the Partner and us regarding the type and scope of inspection as well as the inspection equipment and methods, we shall provide the Partner with support within the scope of our knowledge and experience and, at the Partner's request, with regard to the inspections and the respective required standard of inspection technology. For this purpose, the Partner also undertakes at our request to inspect samples at a test institute to be determined by us. The Partner shall carry the costs of the required inspections.

(8) At all times during the term of this contract, the Partner shall do all it can regarding the manufacture and sale of its products or services, to sustain a level of technology, quality, service and price that is at least as competitive as that of other manufacturers of similar products/services for the intended application.

(9) After becoming aware of any defects in products/services, the Partner shall immediately conduct an investigation of possible faults or in the event of complaints and provide us with a properly completed 8D report. The Partner shall provide us with the results of the investigation and take appropriate corrective action.

(10) The Partner shall bind its preliminary suppliers to the same extent to adhere to the quality requirements within the scope of the statutory possibilities. The contracting partners shall inform one another about quality improvement options.

(11) The Partner is obliged to supply spare parts unchanged for the period of ordinary technical use for up to ten (10) years after the end of serial production.

12 Export control and customs

(1) The Partner shall notify us in writing as early as possible before the delivery date

about any licensing obligations for its goods in accordance with the respective applicable German, European (EU), British and US export, customs and foreign trade laws as well as in accordance with the export, customs and foreign trade laws of the country of origin of its goods. The Partner shall provide the following information and data for this purpose prior to delivery:

- export list number in accordance with Annex AL to the German Foreign Trade Regulations (Aussenwirtschaftsverordnung) or similar list positions in relevant export lists;
- "Export Control Classification Number" in accordance with the "U.S. Commerce Control List" (ECCN) if the goods are subject to the "U.S. Export Administration Regulations" (EAR);
- statistical goods number (HS/KN code);
- country of origin (trade / non-preferential origin), label of origin code: D = third country / E = EU / F = EFTA;
- (long-term) partner declaration on the preferential origin (for EU partners) or certificates for the preferences (for non-EU partners);
- all other information and data which Kroschke requires for export and import as well as for re-export in the case of the goods being sold on again.

(2) The Partner shall inform us immediately and in writing about any changes to the above information and data.

(3) Should the Partner violate its obligations stated in Paragraph 1, it shall pay for all costs and damages as well as other disadvantages (e.g. backdated demands for foreign import duties and fines) resulting thereof. This rule does not apply if the Partner is not responsible for the violation of an obligation.

13 Conformity with rules and standards, code of conduct

(1) The Partner is obliged to comply with the accepted rules of technology (notably DIN standards, VDE requirements, VDI guidelines) and the statutory provisions on product safety (notably the German Product Safety Act).

(2) The Partner shall comply with the principles of our code of conduct, which is available on the Kroschke website. This notably applies to the core labour standards of the International Labour Organisation (ILO) on the prohibition of child labour, forced labour and discrimination, on health and safety at work and on freedom of association. Furthermore, the Partner shall not engage, actively or passively, directly or indirectly, in any form of bribery or corruption in accordance with the United Nations Convention against Corruption (UNCAC) and the UK Bribery Act 2010 or the violation of human rights. Moreover, the Partner is guided by the principles of the Rio Declaration on Environment and Development.

(3) The Partner shall ensure that all agents it employs that are involved in any way in the manufacture of the products supplied by it to us shall similarly comply with the aforementioned obligations.

(4) If the product delivered to us by the Partner is a product within the meaning of European harmonisation legislation, the Partner shall be obliged to provide us with all the information necessary to compile the declaration of conformity or to provide the declarations of conformity compiled by the Partner immediately and in a suitable permanent form and to affix the CE label to these products or have it affixed in accordance with the applicable legal provisions, notably the applicable harmonisation legislation and Article 30 of Regulation

(EC) No. 765/2008. By affixing the CE label, the Partner guarantees the product's conformity with the applicable harmonised standards and harmonisation legislation as well as compliance with all applicable legal provisions in connection with affixing of the CE label.

(5) The Partner shall undertake to comply with the conflict minerals provisions in Section 1502 Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). If any conflict minerals are required for the manufacture or function of the products delivered by the Partner, their source must be revealed. Upon request, the Partner shall make the documentation required according to the Dodd-Frank Act regarding the use and origin of conflict minerals available to us and our affiliated companies in full and without delay.

(6) The Partner shall ensure that any personal protective equipment (PPE) delivered complies with Regulation (EU) 2016/425 of the European Parliament and of the Council of 9 March 2016 on personal protective equipment. In order to deliver Category III items, the Partner must at least be a dealer authorised by the manufacturer or the manufacturer. The Partner shall provide us with all valid documents required for the sales activities.

14 Delivery and handling hazardous substances

(1) The Partner ensures that the products delivered by it meet the requirements of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). The substances contained in the Partner's products are pre-registered or registered once the transition period has expired, insofar as required in accordance with the REACH requirements and unless the substance is excluded from registration.

(2) Partners with head offices registered in countries outside the EU undertake to appoint an Only Representative (“OR”) in accordance with Art. 8 REACH with head office in the EU, whose name and address shall be disclosed to us. The OR assumes all of the Partner’s registration and other REACH obligations. If the OR pre-registered or registered goods, we shall be notified of such fact as well as the registration number. The Partner shall notify us immediately of any change of OR or discontinuation of the OR’s activities.

(3) The Partner assures that the products it has delivered do not contain any substances on the candidate list (substances of very high concern – SVHC) in accordance with Art. 59 (1) and (10) REACH. In accordance with Art. 33 REACH, the Partner also undertakes to notify Kroschke immediately and in writing if products it has delivered contain substances on the candidate list, for whatever reason. This applies, in particular, when new substances are added to the candidate list. The Partner shall name the individual substances and state their percentages in relation to the individual product components as accurately as possible.

(4) If hazardous substances within the meaning of the Ordinance on Hazardous Substances or products where the release of such substances during use cannot be ruled out are delivered, the Partner shall provide us or the service provider engaged by us with the data required for preparing the safety data sheet without requiring any prompting.

(5) The Partner further undertakes to ensure that the products it delivers meet all of the requirements of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures. In particular,

non-EU suppliers shall be liable to ensure that their OR have registered the delivered products in the classification and labelling list in accordance with Art. 39 to 42 of Regulation (EC) No 1272/2008.

15 Indemnification

In the event of the Partner violating one of the obligations stated in Sections 12, 13 and 14, the Partner shall hold us, our affiliated companies and their customers harmless of all costs, third-party claims (particularly direct and indirect compensation claims) as well as other disadvantages (e.g. fines) resulting from the violation of the above provisions. This rule does not apply if the Partner is not responsible for this violation of an obligation. Kroschke further may, at any time, cancel the corresponding order immediately and refuse acceptance of the corresponding delivery without us incurring any costs through such actions. This does not affect any existing compensation claims. A cancellation or refusal of acceptance does not constitute a waiver by us of any potential compensation claims.

16 Limitation period

(1) Both parties’ claims shall be subject to the statutory limitation periods unless otherwise stipulated below.

(2) Notwithstanding the provisions in Section 438, Paragraph 1, No. 3, BGB, the standard limitation period for claims for defects is three (3) years from the passing of risk. If acceptance is agreed, the limitation period shall begin with acceptance. This three-year limitation period shall also apply correspondingly to claims based on legal defects, whereby the statutory limitation period for third-party claims for real restitution (Section 438, Paragraph 1, No. 1 BGB) remain unaffected; claims based on legal defects shall not become statute-barred as long as third parties can still make

claims against us, particularly in the absence of a limitation period.

(3) The limitation periods specified in the German Sales Law, including the aforementioned extensions, shall apply to all contractual claims based on defects to the extent legally permissible. If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply if the application of the limitation periods of the purchase law does not lead to a longer limitation period in individual cases.

17 Governing law and place of jurisdiction

(1) These GTCP and the contractual relationship between us and the Partner are governed by the laws of the Federal Republic of Germany under exclusion of international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) These GTCP are also available in English. Should there be contradictions between the German and English versions, the German version shall take precedence.

(3) If the partner is a businessperson within the meaning of the German Commercial Code (HGB), a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be our place of business in Braunschweig. The same applies if the partner is an entrepreneur within the meaning of Section 14 BGB. In all cases, however, we shall also be entitled to take legal 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 Partner. Overriding statutory provisions, in particular with regard to exclusive responsibilities, shall remain unaffected.