

# General Terms and Conditions of Purchase (GTCPs)

## Meinberg Funkuhren GmbH & Co. KG

### 1. Scope of Application

- 1.1. These General Terms and Conditions of Purchase (hereinafter: GTCPs) apply to all business transactions, in particular orders, between MEINBERG Funkuhren GmbH & Co. KG, Lange Wand 9 in 31812 Bad Pyrmont, Germany along with its affiliated companies pursuant to Section 15 of the German Stock Corporation Act (AktG) (hereinafter "Buyer"), and suppliers and other business partners (hereinafter "Seller") if they are an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law, or a special fund under public law. These GTCPs also apply to outcome-based contracts for work and services.
- 1.2. Any conflicting, additional, or deviating terms or conditions of the Seller are not recognized as part of the contract unless the Buyer has expressly agreed to their application in writing.
- 1.3. These GTCPs also apply if the Buyer accepts, without reservation, a delivery of the Seller, the Buyer being aware having been advised of the Seller's opposing or deviating terms and conditions, or if the Buyer does not attach these GTCPs to subsequent transactions in individual cases.
- 1.4. Any rights to which the Buyer is entitled under statutory provisions beyond these GTCPs remain unaffected.
- 1.5. Contracts may be concluded in German or English. If the contracting parties also use another language, the German wording and the German version of these GTCPs prevails. Where questions of interpretation or litigation arise in relation to these GTCPs, the German version of these GTCPs prevails over the English version.

### 2. Conclusion of Contract and Contract Amendments

- 2.1. An order placed by the Buyer is only deemed to be a legally binding offer if it has been placed by the Buyer in writing or, in the case of orders placed orally, by telephone or using other telecommunication methods, has been confirmed in "text form" as defined by Section 126b of the German Civil Code (BGB). The same applies to amendments and supplements. An absence of response to offers, requests or other declarations by the Seller may only be deemed to constitute consent if this has been expressly agreed in writing. Orders containing obvious errors or miscalculations are not binding upon the Buyer.
- 2.2. The Buyer agrees to be bound by its offer for 5 days from the date of the offer. If a request for an offer is submitted to the Seller by the Buyer or by a person acting on behalf of the Buyer, this does not imply any obligation on the part of the Buyer to bear the costs of preparing the offer, unless expressly agreed otherwise.
- 2.3. The Seller must promptly, but no later than 5 days after the date of the offer as set forth in Section 2.2, provide the Buyer with a written order confirmation expressly stating the price and delivery date. If, in the exceptional case, no order confirmation is sent by the Seller, the contract is deemed to be concluded by delivery of the ordered products or performance of the service by the Seller, unless the Buyer objects. If deviations from the Buyer's offer are unavoidable, the Seller must expressly notify the Buyer of this in writing. Deviations of the order confirmation from the purchase order may only be deemed as accepted and thus as agreed if they have been expressly confirmed in writing by the Buyer.
- 2.4. The Seller authorizes the Buyer to transfer the manufacturer's warranty issued for the goods to its customers on behalf of the Seller.
- 2.5. The Buyer is entitled to change the order at any time. The Seller must notify the Buyer in writing of the consequences of a requested change to the purchase order (e.g., higher costs, deterioration in quality). The Seller may make a change only after the Buyer has given its written consent to the consequences of a desired change.
- 2.6. If, during the performance of a contract, it becomes apparent to the Seller that deviations from the originally agreed specifications are necessary or expedient, the Seller must promptly inform the Buyer in text form as defined by Section 126b of the German Civil Code (BGB) and submit proposals for modifications. The Buyer must inform the Seller whether and which changes it must make compared to the original order. If, as a result of such changes, there are also changes to the costs incurred by the Seller for the performance of the contract, both the Buyer and the Seller are entitled to demand a corresponding adjustment of the agreed prices.

### 3. Prices and Terms of Payment

- 3.1. The prices and currencies stated in the order are binding. All stated prices are net prices excluding VAT, unless they are explicitly stated with VAT, and include freight, insurance, packaging, and all other ancillary costs prepaid for delivery to the place of delivery specified by the Buyer. Price increases, regardless of the reason, will only be accepted by the Buyer if a written agreement has been made to this effect.
- 3.2. Invoices must be issued separately for each order after shipment of the goods, stating the order number and the tax ID; any or VAT due by law must be shown separately on the invoice. Invoices that have not been properly issued are deemed to have not been issued and not payable.
- 3.3. Payment must be made by the Buyer after acceptance of the goods and receipt of the invoice within 14 days with a 3% discount for early payment, otherwise in full within 30 days. Payment is not deemed to be acceptance of the invoice, which may be reviewed at a later date.
- 3.4. In the event of defective performance, the Buyer is entitled to withhold payment until proper fulfillment without loss of rebates, early-payment discounts, or similar price reductions. The payment period then commences when the defects have been fully remedied. If the goods are delivered before the agreed delivery date, the payment period only commences on the agreed delivery date and upon delivery of the invoice in accordance with Section 3.3. If the Seller is required to supply material tests, test reports, quality documents, or other documents, acceptance of the goods by the Buyer will be subject to receipt of these documents.
- 3.5. In the event of default in payment, the Seller may demand interest on arrears from the Buyer in the amount of 2 percentage points above the respective base interest rate, taking into account the current interest rate situation, unless the Buyer can prove that the Seller has suffered a lesser loss. The Seller is only entitled to rescind the contract after the fruitless expiry of a reasonable grace period with a threat of refusal, which the Seller has set the Buyer after the occurrence of the default in payment.
- 3.6. Unless otherwise agreed, payments by the Buyer must be made only to the Seller. The Buyer is entitled to rights of set-off and retention to the extent provided by statutory law. The Seller is only entitled to offset claims against the Buyer if and to the extent that its claims are undisputed or its counterclaim has a legally confirmed and binding legal basis. The same applies to a right of retention of the Seller, which the Seller may only assert if its counterclaim is based on the same contractual relationship.

### 4. Delivery, Transfer of Risk and Ownership

- 4.1. Deliveries must be made DDP as defined by the Incoterms® 2020 to the Buyer's place of business or the place designated by the Buyer, unless otherwise agreed.
- 4.2. Each delivery must be accompanied by complete accompanying documents and supplier documents, in particular a delivery bill with order number, customer product number (product number as set in the Buyer's purchasing management system), contents, type, and quantity. Technical and other certificates, test reports, acceptance reports, quality test reports, product sheets, and other documents required for the contractual use of the goods must be supplied free of charge with the goods.
- 4.3. The delivery must be made in packaging appropriate to the type of goods and taking into account the means of transport used as well as any general packaging regulations that may exist for these means of transport. In particular, the goods must be packed in such a way

that transport damage is avoided. Packaging materials must be used to the extent necessary for this purpose. The Seller is liable for damage resulting from improper packaging in accordance with the statutory provisions.

- 4.4. The Seller must perform and document a comprehensive manufacturing and outgoing goods inspection prior to delivery of the goods. The Seller must forward the inspection records, inspection reports, and documents to the Buyer upon request.
- 4.5. The goods are shipped at the risk of the Seller. The Seller bears the risk of accidental loss or accidental deterioration of the goods until their acceptance by the Buyer.
- 4.6. The goods become the property of the Buyer immediately and free of encumbrances upon their handover.
- 4.7. In the case of the purchase of digital products and goods with digital elements (cf. Section 7 of the GTCs), the time of provision or the provision period applies instead of the time of transfer of risk. Digital goods are deemed to have been delivered when they have been made available or, in the case of goods with digital elements, when both the physical components of the goods have been delivered and the digital elements have been made available for the first time and, if owed, the assembly, installation, or integration has been completed.
- 4.8. Partial deliveries are inadmissible, unless expressly agreed otherwise.

### 5. Time Limits and Deadlines, Delay in Delivery

- 5.1. Agreed dates and deadlines are binding and must be strictly observed by the Seller. The date and/or time of receipt of the goods by the Buyer or arrival at the place of delivery specified by the Buyer applies for the purpose of determining compliance with these dates and deadlines. Delivery periods run from the date of the conclusion of the contract.
- 5.2. As soon as it becomes apparent to the Seller that there may be delays in delivery, the Seller must promptly notify the Buyer of this in writing, stating the reasons and the expected duration of the delay. This does not change the binding nature of the agreed delivery date.
- 5.3. A delivery before the agreed delivery date is only permissible with the prior written consent of the Buyer. If the delivery is made before the agreed delivery date, the Buyer is entitled to reject the delivery or to store it at the Seller's expense. Likewise, partial deliveries are generally inadmissible unless the Buyer has expressly agreed to them or they are reasonable for the Buyer.
- 5.4. In the event of a delay in delivery, the Buyer is entitled to withdraw from the contract regardless of the Seller's fault. If the Seller is in default, the Buyer is entitled to claim 0.1% for each working day of the delay, but not more than a total of 5% of the order value, as a contractual penalty. This does not apply in cases of force majeure. The Buyer may assert the reservation of rights required under Section 341 (3) of the German Civil Code (BGB) until full payment for the service has been made. The imposition of such a contractual penalty does not preclude the assertion of further damages.
- 5.5. In the event of delayed delivery, the Buyer's entitlement to the delivery only ceases to apply if the Seller, at the Buyer's request, pays compensation for damages in lieu of the performance of the delivery to the Buyer. The unconditional acceptance of the delayed delivery does not constitute a waiver of claims for damages.

## 6. Warranty

- 6.1. The statutory provisions for defects in quality and defects of title apply unless otherwise stipulated below. The Seller is liable in accordance with the statutory provisions, without this liability being limited or excluded in terms of reason or amount.
- 6.2. The goods are in conformity with the contract if they meet the subjective and objective requirements specified in the contract as well as the assembly and installation requirements. The subjective requirements include the contractually agreed characteristics as well as the agreed specifications and purpose. These are a part of the contract and can therefore only be changed with the consent of both parties. Contractually agreed characteristics include in particular the type, quantity, quality, functionality, durability, compatibility, interoperability, the description of the scope of delivery deemed to be binding under the contract, the handover of accessories (including packaging and instructions), as well as assembly and installation instructions and data sheets. The objective requirements include the suitability for ordinary use as communicated to the Seller in the order or at the time of conclusion of the contract or otherwise brought to the Seller's attention, as well as the usual characteristics to be expected in relation to items of the same type, taking into account the nature of the item and public statements made by the Seller, in particular those made in advertising and on a label. Characteristics also deemed to be objective requirements also relate to provided samples, specimens, illustrations, or a drawing, as well as approved reliability data provided by the Seller. Usual characteristics include the quantity, quality, and other characteristics of the item, including its longevity or durability, functionality, compatibility, and safety. The item is deemed to be compliant with the assembly and installation requirements if the assembly or installation has been performed properly or, in the case of improper performance, if this is neither due to improper assembly or installation by the Seller nor due to a defect in the instructions provided.
- 6.3. Unless otherwise agreed, the Seller must ensure that deliveries of goods are consistent at all times with modern technological and scientific standards and notify the Buyer of any possibilities for improvement or technical modifications.
- 6.4. The Seller warrants that the delivered goods are consistent with modern technological and scientific standards, relevant legal provisions as well as regulations and guidelines of authorities, occupational accident insurance funds, and professional associations, in particular the German Hazardous Substances Ordinance (GefStoffV), the German Product Safety Act (ProdSG), as well as accident prevention, occupational, environmental, and other safety and protection regulations, including in particular DIN standards and VDE standards. In the event of liability, the Seller must indemnify the Buyer against all claims of third parties asserted against the Buyer or the Buyer's customers due to the violation of these regulations or standards. Any further claims of the Buyer against the Seller remain unaffected.
- 6.5. The Seller undertakes to maintain a quality management system in accordance with DIN EN ISO 9001 or a quality management system based on it or comparable to it. The Seller must manufacture and test the goods in accordance with the rules of the quality management system. The Seller must keep records of the implementation of related quality assurance measures, in particular of measured values and test results, must keep these records as well as any samples of the goods in a clearly organized manner, and must, to the extent necessary, provide the Buyer with access to them and hand over copies. The Seller must enable the Buyer to verify at reasonable intervals the implementation of the quality assurance measures, including by granting access to the Seller's business premises and allowing a process and product audit. If the Seller discovers deviations between the actual characteristics and the specified characteristics of the goods in the course of the Seller's inspections or otherwise, the Seller must urgently inform the Buyer of this in writing. The Seller must mark or label the goods accordingly to enable it to identify which other products may be affected by a product defect previously manifested.
- 6.6. Insofar as the Buyer is responsible for the inspection of the goods and the notification of defects pursuant to Section 377 (1) of the German Commercial Code (HGB), the Buyer will, promptly following receipt of the goods, merely inspect whether they correspond to the ordered quantity and type and whether there is any externally visible transport damage or defects, insofar as and as soon as this is feasible in the ordinary course of business and no indications are available to it which make further inspections necessary. The Buyer is not obliged to carry out any further inspections. An inspection is deemed to be performed promptly if done within 10 working days after receipt of the goods. Hidden defects must also be reported by the Buyer promptly within 10 working days after their discovery. Given the above, the Seller agrees to waive their right to reject notices of defects on the basis of their being submitted too late. The personal receipt of the goods as well as the processing, payment, and/or reordering of goods with defects not yet identified or reported constitute neither an approval of the delivery nor a waiver of claims for defects.
- 6.7. The type of remedial performance (repair or replacement) is to be determined at the discretion of the Buyer, unless this remedy can only be provided by the Seller at disproportionate cost.
- 6.8. If the Seller fails to meet its remedial performance obligation within a reasonable period of time set by the Buyer without having the right to refuse to provide remedial performance, the Buyer may take the necessary measures itself or have them taken by a third party at the Seller's expense and risk and claim compensation from the Seller for the necessary expenses. If the remedial performance has not taken place within a reasonable period of time, has failed, or if the setting of a deadline would have been superfluous, the Buyer may withdraw from the contract and/or claim compensation for damages in accordance with the statutory provisions.
- 6.9. If, due to particular urgency and/or the unreasonably high damage to be expected otherwise in relation to the warranty obligation, it is not possible to inform the Seller of the defect and the impending damage and to set a deadline for the Seller, even a short one, for providing remedial performance, the Buyer is entitled to carry out this measure immediately and without prior consultation, and to demand reimbursement of the necessary expenses from the Seller for this purpose.
- 6.10. Furthermore, the Seller is also obliged to reimburse the Buyer for all necessary expenses within the scope of remedial performance, in particular if the Buyer has installed the defective goods in another item or attached them to another item in accordance with their type and intended use. This does not apply if the Buyer was aware of the defect prior to the installation in or attachment to another item. Necessary expenses include in particular shipping, transport, travel, labor, or material costs, as well as dismantling and installation costs, costs for removal, as well as costs for fault diagnosis and analysis, as well as sorting or separation measures. The Buyer must make the goods available to the Seller for the purpose of remedial performance. The Seller must take back the goods at its own expense.

- 6.11. If a claim is made against the Buyer on the basis of strict liability of a right which cannot be waived against a third party, the Seller is liable to the Buyer to the extent that the Seller would also be directly liable.
- 6.12. The limitation period for warranty claims is 24 months from the transfer of risk. For defects notified within the limitation period, warranty claims become time-barred no earlier than six months after the notification of the defect. Where rectification or a subsequent delivery has been performed by way of remedy, the limitation period begins anew, unless the Seller is acting purely as a gesture of goodwill and not in performance of an obligation (allegedly) incumbent upon it to provide a remedy. A response or statement by the Seller to the Buyer regarding a notice of defect is deemed to be an entry into negotiations regarding a claim or regarding the circumstances giving rise to a claim, unless this is expressly rejected. Beyond this, the statutory provisions on limitation apply.
- 6.13. If the defect is due to a breach of the Seller's obligation to update, the limitation period for claims of the Buyer commences upon expiry of the date/period for the updates. Beyond this, the provisions of Section 6.12 apply.
- 6.14. If the Buyer procures the goods for the purpose of reselling them to its customers, the limitation period commences at the start of the limitation period arising from the resale of the goods, but no later than six months after acceptance of the goods by the Buyer.
- 6.15. If the Buyer has been compelled to take back a product manufactured by it as a result of a defect in the goods delivered by the Seller which were built into the product, has been compelled to accept a reduction in the purchase price, or has been compelled to pay its customer compensation for damages or reimbursement of expenses, it is not necessary to set an otherwise required deadline for the rights against the Seller referred to in Section 437 BGB arising from the defect asserted by the Buyer's customer. The limitation period expires no earlier than two months after the date on which the Buyer fulfills the claims of its customer. This suspension of the statute of limitations shall end no later than five years after the date on which the Seller delivered the goods concerned to the Buyer. Beyond this, the statutory provisions apply.
- 6.16. If a defect becomes apparent within 12 months of the transfer of risk, it is presumed that the defect was already present at the time of the transfer of risk, unless this presumption is inconsistent with the nature of the item or the defect.
- 6.17. The Seller is liable for its agents and subcontractors to the same extent as for its own fault. Suppliers of the Seller are deemed to be the Seller's vicarious agents.
- 7.4. "Goods with digital elements" are defined as items that contain or are connected to digital content or digital services in such a way that they cannot fulfill their function without this digital content or these digital services and these are provided in accordance with the contractual provisions. This applies regardless of whether digital elements are pre-installed on the goods themselves, must subsequently be downloaded, or are merely connected to the goods. This also applies if the digital elements contained or connected are not provided by the Seller itself, but by third parties in accordance with the contract.
- 7.5. For purchases of digital goods or goods with digital elements, the provisions under Section 6 and, in addition, the statutory provisions for material defects and defects of title apply, unless otherwise provided for below.
- 7.6. In addition to the subjective requirements named under Section 6.2 as they relate to digital elements, the subjective requirements also include provision with delivery of contractually agreed updates. The Seller is obliged to maintain the digital elements in a condition in conformity with the contract and is liable in this respect for failure to provide the digital elements, and also for incorrect and incomplete updates. If an update issued by the Seller or a commissioned third party contracted to provide the digital content or digital service is the cause of the lack of conformity with the contract, the Seller is liable for ensuring the restoration of conformity with the contract. The Buyer may install the provided updates at its own discretion. In the event that an omission to perform required or security-related updates or upgrades affects the contractual conformity of the goods with digital elements or limits the Seller's liability, the Seller must inform the Buyer of this.
- 7.7. In addition to the objective requirements named under Section 6.2 as they relate to digital elements, the Buyer must also be provided with the necessary updates, in particular security updates, during a provision period, in order to maintain the contractual conformity of the goods, and the Buyer must be informed about these updates. The characteristics as defined by objective requirements also include the provision of test versions and previews by the Seller to the Buyer prior to the conclusion of the contract. Unless the parties have agreed otherwise, the latest and most current version of the digital goods and digital elements as at the time of conclusion of the contract is owed and is to be provided.
- 7.8. In addition to the assembly and installation requirements named under Section 6.2, digital elements must comply with the agreed integration or installation requirements. To be deemed compliant in this respect, the integration or installation of the digital elements must have been performed properly, and any improper integration or installation must not be due to improper installation by the Seller or to a defect in the instructions provided by the Seller or by the provider of the digital elements.
- 7.9. Liability for material defects arising from an update which the Seller has provided but the Buyer has omitted to install within a reasonable period of time is excluded only if the Seller has informed the Buyer about the availability of the update and the consequences of omitting to perform the update.
- 7.10. The Seller is also liable for ensuring that the digital elements comply with the contractually specified requirements during an agreed provision period, which is to last at least two years from delivery of the goods.
- 7.11. The Seller is obliged to provide contractually agreed and, in particular, security-related updates within the provision period, which is to last at least for two years from the delivery of the goods, and is obliged to inform the Buyer of these updates.

## **7. Special Provisions on Contracts with Digital Products and Services as well as Goods with Digital Elements**

- 7.1. The following provisions apply to the purchase of digital goods, goods with digital elements, goods with digital content, and goods with digital services.
- 7.2. "Digital content" is defined as any data that is generated and provided in digital form (including operating systems, applications, software, computer programs, etc.). Depending on the contractual agreement, digital content may already be installed at the time the contract is concluded or may only be installed later in accordance with the contract.
- 7.3. "Digital services" may include services that allow the creation, processing, storage of, or access to data in digital form (including software as a service, cloud services, etc.)

- 7.12. If, in the case of goods with digital elements, continuous provision has been contractually agreed and a defect becomes apparent within the provision period or within a period of two years from delivery of the goods, it is presumed that the digital elements were already defective during the provision period.

## 8. Product Liability

- 8.1. The Seller is obliged to indemnify the Buyer and the Buyer's customers against claims of third parties arising from product liability which are attributable to a defect in the product supplied by the Seller, insofar as the Seller is responsible for the product defect and the damage incurred in accordance with the principles of product liability law and the Seller is at fault. Further claims against the Seller remain unaffected. If the cause of the damage lies within the Seller's field of responsibility, the Seller must prove that it is not at fault.
- 8.2. Given the same circumstances as laid out in Section 8.1 sentence 1, the Seller must in particular also reimburse the Buyer for litigation expenses as well as any expenses arising from or in connection with necessary precautionary measures taken by the Buyer or its customers against product liability claims, in particular warnings, replacements, or recall actions. The Buyer will inform the Seller of the nature and scope of the measures to be taken, insofar as this is possible and reasonable, and give the Seller the opportunity to comment.
- 8.3. The Seller must insure itself against all product liability risks, including the risk of recall, with an appropriate coverage amount of at least EUR 5 million per personal injury/property damage claim and must provide evidence to this effect to the Buyer upon request by submitting its insurance policy.

## 9. Property Rights, Confidentiality, Data Protection

- 9.1. The Seller warrants that the delivery and use of the goods do not infringe any patents, licenses, or other industrial property rights or copyrights of third parties. If a claim is made against the Buyer or its customers by a third party on account of the delivery or use of the goods due to the infringement of such rights, the Seller is obliged to indemnify the Buyer or its customers against such claims on first demand and to reimburse the Buyer for all expenses incurred by the Buyer in connection with the claim, unless the goods have been manufactured by the Seller according to drawings or other detailed specifications of the claimant.
- 9.2. The Seller grants the Buyer and its customers the non-exclusive, transferable, territorially and temporally unlimited right to use the Seller's goods and to distribute them internationally. The Seller undertakes not to assert any industrial property rights against any use of the goods.
- 9.3. Goods developed by the Buyer or its customers may neither be used by the Seller itself nor offered or supplied to third parties. Drawings and other items or documents provided by the Buyer remain its property and may not be disclosed to third parties or otherwise used for the Seller's own purposes without its prior express written consent.
- 9.4. The Seller is obliged to maintain secrecy for an unlimited period of time with respect to all information that becomes available to it about the Buyer that is designated as confidential or is recognizable by other means as a business or trade secret, and to not record, disclose, or exploit such information unless this information is required for the performance of the delivery to the Buyer.

- 9.5. It is not permitted to examine, reverse engineer, reproduce, open, disassemble, or test a product or sample of the Buyer without the prior written consent of the Buyer.
- 9.6. The Seller must conclude suitable contractual agreements with the employees and agents working for it to ensure that these persons also refrain for an unlimited period from any exploitation, disclosure, or unauthorized recording of such business and trade secrets.
- 9.7. Personal data of the Seller will be processed exclusively for the performance of the contract to which the Seller is a party as a data subject or for the performance of necessary pre-contractual measures which take place at the Seller's request. The legal basis for the processing is Art. 6 (1) b) General Data Protection Regulation (GDPR). Notwithstanding any statutory retention periods, this data will be deleted after termination of the contract. The Data Protection Officer in this regard is Mr. Marvin Steinwedel, Meinberg Funkhrehn GmbH & Co. KG, Lange Wand 9, 31812 Bad Pyrmont, Germany; Phone: +49 5281 9309-0; Fax: +49 5281 9309-230; Email: [info@meinberg.de](mailto:info@meinberg.de).

## 10. Liability of the Buyer, Force Majeure

- 10.1. The Buyer is liable without limitation for damages arising from the breach of a warranty or from injury to life, limb or health. The same applies to wilful misconduct, gross negligence, and fraudulent intent. The Buyer is only liable for simple negligence in the event of a breach of essential contractual obligations which arise from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such obligations, the liability of the Buyer is limited to such damages as may typically be expected to occur within the scope of the contract. Any mandatory statutory liability for product defects remains unlimited.
- 10.2. Force majeure, operational disruptions without attributable fault, unrest, actions by public authorities, labor disputes, epidemics, and pandemics as well as other unavoidable events release the Buyer from its obligation to accept the goods in due time for the duration of the occurrence of these events. During such events and within two weeks after their end, the Buyer is entitled—without prejudice to other rights—to withdraw from the contract in whole or in part, insofar as these events are not of insignificant duration and the Buyer's requirements are considerably reduced due to the procurement elsewhere as a result.

## 11. Final Provisions

- 11.1. Should any provision of these GTCPs be or become invalid or unenforceable in whole or in part, or should there be a gap in the GTCPs, this does not affect the validity of the remaining provisions. In their place, the provision that comes closest to the purpose of the invalid or unenforceable provision is deemed agreed; the same applies insofar as a matter requiring regulation is not expressly regulated.
- 11.2. The Seller is only entitled to transfer rights and obligations under contracts with the Buyer to third parties or to have an order or essential parts of an order executed by third parties with the express prior written consent of the Buyer.
- 11.3. Amendments to contractual provisions between the contracting parties, as well as the waiver of rights arising from these provisions, must be made in writing, unless a stricter formal requirement applies. This also applies to the waiver of this written form clause.

- 11.4. The place of performance for all services, in particular for delivery, payment, and any remedial performance, for both parties is deemed to be the registered office of the Buyer. If the Buyer specifies an alternate place of delivery, that alternate place of delivery is deemed to be the place of performance.
- 11.5. The exclusive place of jurisdiction for all disputes arising from the contractual relationship between the Buyer and the Seller is the Buyer's registered office. The Buyer may, at its own discretion, also bring an action before the competent court of the Seller's registered office or its branch office as well as at any other permissible place of jurisdiction.
- 11.6. The contractual relationship between the Buyer and Seller, including its interpretation and execution, is governed by the laws of the Federal Republic of Germany. This does not affect any mandatory application of alternative statutory jurisdiction.

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