Sec. 1 Scope; form

1. These General Terms and Conditions of Purchase ("GTCoPs") apply to any and all business relationships with our contractors, suppliers and other contractors (hereinafter uniformly referred to as "Contractors"). These GTCoPs only apply in the case where the Contractor is an entrepreneur (sec. 14 of the BGB [Bürgerliches Gesetzbuch – German Civil Code]), a German body corporate organised under public law or a German public-law special fund.

2. These GTCoPs apply in particular to contracts on the purchase and/or the acquisition of movable goods (hereinafter referred to as the "Goods"), regardless of whether the Contractor produces such Goods itself or purchases them from sub-suppliers (sections 433 and 650 of the BGB), but it also applies to contracts for work and labour and to service agreements which we conclude in our position as the customer. The term of "Goods" used in these GTCoPs also describes physical performance results of a service agreements or of a contract for work and labour and digital products provided by the Contractor.

3. These GTCoPs apply exclusively. Any deviating, contrary or supplementary general terms and conditions established by the Contractor only become a part of the contract if we expressly agreed in writing to such terms and conditions being valid. This requirement of consent applies in any case, for example in the case where we accept any deliveries from the Contractor without any reservation in spite of being aware of such Contractor's general terms and conditions.

4. When performing the contract, agreements made between us and the Contractor apply in the following order:

- the provisions of any framework agreement concluded with the Contractor. Subject to evidence of the contrary being provided, a written contract and/or our written confirmation govern(s) the contents of such agreements;
- the provisions of any individual agreements concluded with the Contractor. The provisions of such individual agreements may deviate from the provisions of the framework agreements only if such deviation was explicitly indicated in the individual agreement with reference to the respective paragraph of the framework agreement;
- the provisions of these GTCoPs

5. Legally relevant statements and notices of the Contractor in relation to the contract (including, without limitation, setting of a deadline; reminders; warnings; cancellation; notification of withdrawal) shall be made in writing. The statutory form requirements and the need to submit further evidence, especially in cases of doubt as to the authority of the individual making such statement, remain unaffected by this.

6. "Written" in these GTCoPs means: in writing or in text form (e.g. by letter, by e-mail or by fax).

7. References to the application of any legal provisions only serve clarification purposes. Therefore, even without such clarification, the statutory provisions shall apply, unless these GTCoPs directly amend or expressly exclude them.

Sec. 2 Contract conclusion

1. Our purchase order is deemed to be binding in no case earlier than from written submission or confirmation. The Contractor shall inform us about obvious errors (e.g. spelling or calculation errors) and incomplete purchase orders, including the purchase order documents, for the purpose of correcting or completing them before acceptance; otherwise, the contract is not deemed to be concluded.

2. The Contractor is obliged to confirm any purchase orders we place in writing within a period of ten days or to execute it, subject to no conditions, in particular by sending the Goods (acceptance). After this period expired, we are no longer bound by our offer (purchase order). Late acceptance shall be considered a new offer and requires acceptance by us, with us being entitled to a deadline of ten days for this.

3. The Contractor may assign any claims arising from this contract only on the condition that we have consented to this.

Sec. 3 Delivery period and default of delivery

1. The delivery period specified by us in the purchase order is binding. If the purchase order specifies no delivery period and if such period was not agreed upon otherwise, it amounts to two weeks from the time of contract conclusion. The Contractor is obliged to inform us immediately in writing if it is likely that it will not be able to comply with contractual delivery periods – for whatever reason.

2. If the Contractor completely fails to perform or performs its services not within the contractual delivery period or if it comes into arrears (default), our rights – in particular those to cancelation and damages – are subject to the law; the provisions in para. 3 remain unaffected by this.

3. If the Contractor is in default, we may – in addition to asserting further statutory claims – demand liquidated damages to the amount of 0.3% of the contractual net purchase order total for each day of the delay, but not more than 5% of the net purchase order total. We reserve the right to show that we incurred more extensive damage. The Contractor, in return, shall have the right to produce evidence showing that we incurred no damage at all or that the damage we incurred is considerably smaller.

4. If we accept late deliveries, we will assert a contractual penalty agreed upon in deviation from sec. 341 para. 3 of the BGB upon final payment at the latest.

Sec. 4 Performance; delivery; transfer of risks, default of acceptance

1. The Contractor shall perform its services in its own name and on its own account as an independent contractor. When carrying out its activity, the Contractor is not subject to our instructions.

2. The Contractor may commission any third parties to fulfil its contractual obligations only on the condition that we have given our prior written consent to this. We will withhold our consent only if there are important business reasons against such commissioning of third parties as sub-contractors. This is particularly the case if such third party cannot guarantee performance and fulfilment in compliance with the contract, that is, if they lack specialist knowledge or official approvals required for this or if they fail to comply with necessary safety regulations.

3. The Contractor is fully responsible for the procurement of the Goods and/or for the provision of its services and any and all upstream supplies and services required for this – even if non-supply or non-performance is not their fault (full assumption of the procurement risk), unless otherwise agreed upon in individual cases (e.g. restrictions to inventories).

4. The Contractor is not entitled to partial performance, unless it is expressly agreed upon.

5. Deliveries will be made on a "carriage-paid" basis to the place specified in the purchase order, unless we expressly agreed otherwise. If the place of destination is not specified and if we made no other arrangements in this regard, the Goods shall be delivered to our registered office in Vreden. The relevant place of destination is also the place of fulfilment for the deliveries and that of any subsequent fulfilment (obligation to be performed at the creditor's place of business).

6. The place of performance for payments is our registered office in Vreden. Our registered office shall also be regarded as the place of fulfilment of payment obligations if this deviates from the provisions on the place of payment provided for under Article 57 of the CISG (United Nations Convention on Contracts for the International Sale of Goods).

7. Any and all deliveries of physical goods shall include a delivery note indicating the date (time of issue and dispatch), the contents of the delivery (article number and quantities) and our purchase order ID (date and number). If such delivery note is not enclosed to the delivery or if it is incomplete, we are not responsible for any delays in processing and payment resulting from this. Separately from the delivery note, a corresponding dispatch note containing the same information shall be sent to us in no case later than 24 hours prior to arrival of the Goods.

8. The risk of accidental loss and that of accidental deterioration of the Goods will be transferred to us upon hand-over at the place of performance. If acceptance was agreed upon, it shall be decisive for the transfer of risk. In all other matters, too, the legal provisions concerning contracts for work and labour shall apply in the case of acceptance. Even if we are in default of acceptance, delivery and/or acceptance shall still be deemed to have taken place.

9. The statutory provisions apply in the case where we are in default of acceptance. The Contractor is obliged to expressly offer its services to us also in the case where a specific or identifiable date or period is agreed upon for a given action or co-operation on our part (e.g. supply of material).

10. If we are in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions (sec. 304 of the BGB). In the case where the contract concerns any non-fungible goods (individually manufactured products) to be produced by the Contractor, it shall be entitled to any additional rights on the condition that we committed to co-operation and that we are responsible for the failure to provide such co-operation.

Sec. 5 Additional performance obligations of the contractor

1 In the case of delivery of physical goods, the Contractor is to provide us with required documentation, in particular with both manuals and assembly instructions, declarations of conformity, operating instructions and/or measurement

reports.

2. In the case of doubt, the Contractor is to supply software programs individually created and/or customised for us with the source code, comprehensive documentation and a manual.

3. The Contractor shall ensure that it, with regard to delivery items which become parts of our products or which are tools or machines we use for our production, will be able to also supply to us, at reasonable terms and conditions, all the contractual products or parts thereof in the form of spare parts for a period of at least five years after from the time of purchase. In particular, a purchase price shall be considered to be appropriate if, compared to the original price valid at the time of contract conclusion, it increased only to the extent to which prices for the relevant goods or groups of services generally increased. This comparison shall be based on figures published by the German Federal Statistical Office (StBA) available at (https://www.destatis.de/DE/Themen/Wirtschaft/Preise/_inhalt.html). If it is impossible to determine any goods or service groups, the general price increase, as determined by the StBA, will be considered to be the benchmark.

Sec. 6 Prices and payment terms

1 The price indicated in the purchase order shall be binding. All prices are inclusive of statutory value-added tax, unless such tax amount is shown separately.

2. Unless otherwise agreed upon in individual cases, the price shall include any and all principal services and ancillary services provided by the Contractor (e.g. assembly works; installation), but also any and all ancillary costs (e.g. costs of proper packaging, transport costs and import costs, such as, in particular, customs duties or costs of customs clearance and possible transport and liability insurance premiums).

3. Reimbursement for the Contractor's expenses, in particular for any shipping and reproduction costs, will only be made if we have previously consented to such expenses and provided that the original documents are submitted.

4. Any expenses resulting from travelling to our registered office or to any of our branch offices, but also any overnight costs and other expenses, will not be charged. Costs for all other travels will be charged to us after we have consented to this.

5. The contractual price shall be due for payment within 30 calendar days from the time of complete delivery and performance (including any acceptance possibly agreed upon) and receipt of a proper invoice. If we make a payment within 14 calendar days, the Contractor will grant us a 3% discount on the net amount provided for in the invoice. In the case of wire transfers, payments shall be considered to be made in good time if we provide our bank with a remittance order prior to the payment deadline; we cannot be held responsible for delays caused by the banks involved in the payment process.

6. We are not obliged to pay interest after the due date. The annual default interest rate shall be five percentage points above the base lending rate.

7. We are entitled to offsetting and retention rights and to the defence of lack of performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments for as long as we still have claims against the Contractor resulting from incomplete or defective performance.

8. The Contractor has a right to offsetting or retention only on the basis of legally binding or undisputed counterclaims.

Sec. 7 Confidentiality and non-disclosure

1. The Contractor will treat strictly confidential any and all business processes of which it becomes aware and any information included in any materials or stored in other ways with which it is provided for the purpose of fulfilling the contract. Such material may be in particular, without being limited to this: printing material; layouts; storyboards; numerical data; drawings; software programs; tapes; images; videos; DVDs; CD-ROMs; interactive products and such other documents which contain films, audio plays or other material subject to copyrights; and digital storage media. The Contractor undertakes to impose such non-disclosure obligation on any and all employees – insofar as this is permitted by labour law – and on third parties (e.g. suppliers; graphic designers; reprographic service providers; printing works; film producers; recording studios etc.) who have access to the aforementioned business processes and material.

2. We reserve both the title of and the copyrights to the material referred to in para. 1 and of/to any other material provided to the Contractor. Such material is to be used exclusively for the purpose of contract performance and – as long as this is not processed in any way – it is to be kept separately at the Contractor's expense and to be protected against destruction and loss by reasonable insurance. It shall be returned to us after the contract was fulfilled.

3. The below information is not considered to be confidential in terms of the preceding para. 1:

- information which is generally known to the public, has already been published, represents general knowledge in a given field and/or represents the state of the art at the time of disclosure;
- facts already known to the Contractor individually;
- information which becomes known to the general public after the time of disclosure to the Contractor without, however, the Contractor contributing to such disclosure by violating this non-disclosure obligation;
- information which the Contractor receives from a third party without such third party violating the contract and being obliged to treat such information as a secret;
- secrets developed or recognised by the Contractor independently of the confidential information;
- information which the customer discloses to the public and/or which is to be disclosed due to mandatory legal requirements and/or official or court orders.

4. This non-disclosure obligation shall survive contract termination and continue to apply for a period of five years.

Sec. 8 Data back-ups and data protection

1. The Contractor is obliged to make regular back-ups of any customer and order data provided to it to the extent to which this is necessary.

2. The Contractor shall also fulfil any and all technical and organisational requirements with regard to the protection of such data. In particular, it shall protect all the systems to which it has access against unauthorised perusal, storage, alteration and against any other unauthorised access or attacks, of any kind, by employees of the customer itself or by other third parties. To this end, it will take any measures appropriate according to the state of the art to the extent to which this is necessary, in particular for the purpose of protection against viruses and other malware or program routines, and it will additionally take other measures for protecting its devices, in particular for protection against intrusion and unauthorised use (e.g. by means of encryption and protection by passwords). When using any systems to which the Contractor has no direct access, it shall impose corresponding obligations on its contractual partners and regularly check whether its partners comply with these obligations.

3. If necessary, and in no case later than after rendering the services, the Contractor will also make available to us any source and working data in a storage area we provide to it on a non-paid basis in addition to any data it has already delivered.

4. After termination of a four-week period starting from the time of the data referred to under para. 3 above being provided, the Contractor shall remove any data from its storage spaces and destroy any and all other documents which it received from us.

5. Immediately after contract termination, the Contractor shall destroy any data which was created in the context of co-operation with us or which we provided to it.

Sec. 9 Granting of rights of use

1. At the time of their creation, in no case later than at the time of their acquisition, the Contractor shall grant us any and all transferable rights, in particular all rights of use in terms of copyrights, all trademark rights and all name rights to use the services provided for under this contract and the respective purchase order, including any and all legal positions concerning ideas, drafts and designs, free of any third-party rights, for the purpose of exclusively and comprehensively using them in a way not limited as to space, the contents and the subject matter on all present or future media and for all present or future types of use. This includes, in particular, without being limited to this, the right to reproduction, distribution, exhibition, presentation, performance and display, the right to broadcasting, the right to reproduction by analogous and/or digital image and/or sound recording media, the right to reproduction of analogous and/or digital radio broadcasts and the right to online reproduction. The transfer includes the right to transfer to third parties.

2. If the Contractor commissions third parties for the purpose of fulfilling the contract, it will acquire, on our behalf in a way not limited as to the time, the place, the usage purpose or in any other way, and transfer to us to the same extent all of their copyrights. We shall be entitled to inspect the contracts concluded with third parties which are necessary for the performance of this contract and the

purchase orders placed.

3. The Contractor shall inform us in advance about any restrictions on the copyrights. The Contractor shall inform us of existing GEMA rights [Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte e. V. – German Society for Musical Performing and Mechanical Reproduction Right] or those of other collecting societies.

4. We are entitled to unrestricted transfer to third parties of all the rights we were granted.

Sec. 10 Acquisition of ownership

1. Any processing, mixing or combining (further processing activities) of any objects we provide shall be done by the Contractor on our behalf. The same applies to further processing activities performed by us concerning the delivered Goods; in this case, we are considered to be the manufacturer and acquire ownership of the product in no case later than at the time of further processing in accordance with the legal provisions.

2. The Goods shall be transferred to us subject to no conditions whatsoever and regardless of the payment of the price. However, if we, in individual cases, accept an offer made by the Contractor for transfer of ownership which is conditional on the payment of the purchase price, the Contractor's right to retention of title lapses in no case later than upon payment of the purchase price for the goods delivered. We shall continue to have the right to resell the Goods in the ordinary course of business even before paying the purchase price by previously assigning the claims resulting from this (or, in the alternative, by extending simple retention of title to reselling). In any case, this excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

Sec. 11 Defective delivery

1. Our rights in the event of material and legal defects of the Goods (including wrong and short deliveries, improper assembly works and faulty assembly, operating instructions) and in the event of other breaches of duty by the Contractor are subject to the statutory provisions, unless otherwise specified below.

2. According to the legal provisions, the Contractor is liable in particular for the fact that the Goods have the contractual quality level at the time when the risk is transferred to us. Even if any such deviations from the contractual quality levels are negligible or if usability of the Goods is impaired only to an insignificant extent, we have the right to withdraw from the contract and to request compensation for damage instead of (full) performance.

3. By way of derogation from sec. 442 para. 1 sent. 2 of the BGB, we are entitled to unrestricted claims for defects also in the case where we failed to gain knowledge of such defects at the time of contract conclusion due to gross negligence.

4. The statutory provisions (sections 377 and 381 of the HGB [Handelsgesetzbuch – German Commercial Code]) apply to the commercial goods inspection and defect notification duties, subject to the following: Our duty to goods inspection is limited to defects which are clearly visible during incoming goods inspection by performing an external inspection, including the delivery documents (for example transport damage; wrong and short deliveries), or which are recognisable in our random sample-based quality control activities. Insofar as acceptance was agreed upon, there is no duty to perform inspections. Other than that, it is important to determine the extent to which inspection is possible in the ordinary course of the business, taking into account the circumstances of the individual case. Our duty to inform about any defects found at a later time remains unaffected by this. Without prejudice to our goods inspection duty, defect notifications (notice of defects) on our part are in any case considered to be immediate and on time if they are sent within a period of five working days from discovery and/or, in the case of apparent defects, from acceptance of the Goods by our Incoming Goods department. If defects can only be detected by subsequent, more thorough inspections (for example through laboratory tests to determine the chemical composition, complicated measurements or evaluations), such defect notifications are considered to be timely if we report such defects within two weeks from these Goods arriving at our warehouse.

5. The Contractor shall bear any and all costs necessary for the purpose of inspections and subsequent performance even if it turns out that there was no defect. Our liability for damages in the event of an unjustified request for defect rectification remains unaffected by this; in this respect, however, we shall be liable only if we determined or, due to gross negligence, failed to determine that there was no defect.

6. The following applies without prejudice to our legal rights and the provisions of para. 5: If the Contractor fails to fulfil its obligation of subsequent performance within a reasonable grace period set by us – with subsequent performance consisting in, at our discretion, rectifying the defect (subsequent improvement) or in delivering goods free from any defects (replacement delivery) –, we may remedy such defect ourselves and request the Contractor to reimburse us for the expenses required for this and/or reasonable advance payments for this. If subsequent performance by the Contractor failed or if this is not acceptable for us (for example due to particular urgency, danger to operational safety or the imminent threat of unreasonable damage), there is no need to set such grade period; we will immediately inform the Contractor, if possible even in advance, about any such circumstances. If improvement works are to be performed, subsequent improvement is considered to have failed if the first attempt of subsequent performance was not successful.

7. In addition, in the event of a material or legal defects – that is, even if there are only insignificant deviations from the contractual quality levels or if impairment of usability is only insignificant – we shall have a 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 damage and expenses pursuant to the legal regulations.

Sec. 12 Supplier's redress

1. In addition to the claims for defects, we are fully entitled to our claims for recourse within a supply chain provided for under the law (supplier's redress pursuant to sections 445a, 445b and 478 of the BGB). In particular, we are entitled to request from the Contractor exactly the type of subsequent performance (subsequent improvement or replacement delivery) which we are required to perform for our customers in individual cases. Our statutory option right (sec. 439 para. 1 of the BGB) is not restricted by this.

2. Before we acknowledge or fulfil any claim for defects asserted by any of our customers (including reimbursement of expenses in accordance with sec. 445a para. 1, sec. 439 paras. 2 and 3 of the BGB), we will notify the Contractor and ask for a written opinion by briefly explaining the facts. If no substantiated statement is made within a reasonable period of time (generally a four-week period) and if no amicable solution is found, our customer shall be entitled to rectification with regard to any claims for defects which we actually accepted. In this case, the Contractor has a right to produce evidence showing the contrary.

3. Our claims arising from supplier's redress shall also apply in the case where we ourselves or any other company further process any such defective goods, for example by installing the Goods in other products.

4. The Contractor shall indemnify us against any and all claims which any of our customers ("Customer") asserts on the basis of advertising statements made by the Contractor, by the manufacturer in terms of sec. 4 para. 1 or para. 2 of the ProdHaftG [Produkthaftungsgesetz – German Product Liability Act ] or any of the Contractor's or manufacturer's assistants and which would not exist at all or which would not exist to that extent without such advertising statements. This shall apply regardless of whether the advertisement is made before or after the time of contract conclusion.

Sec. 13 Reporting duties and manufacturer's liability

1. The Contractor is to inform us immediately about any findings regarding safety-related defects or abnormalities of the Goods or the components contained therein. In particular, it will provide us with any information required in the form we need to have it for the purpose of reporting to national and foreign government authorities.

2. If the Contractor is responsible for any damage to products, it shall indemnify us against any claims of third parties insofar as the cause falls into its sphere of control and organisation and as it is liable itself with regard to external relations.

3. Within the scope of its obligation to indemnification, the supplier is obliged to reimburse any expenses pursuant to sections 683 and 670 of the BGB which result from or relate to any claims asserted by third parties, including any product recalls we were required to organise and execute. We will inform the Contractor about the contents and the scope of any product recalls – to the extent to which this is possible and reasonable – and grant it an opportunity to comment on this. Further statutory claims remain unaffected by this.

4. The Contractor shall, at its expense, take out and maintain product liability insurance providing for insurance cover for personal injury and property damage which is appropriate in relation to the risk of damage.

Sec. 14 Protection of property rights

1. The Contractor guarantees that the Goods delivered under this contract are free from third party rights which would in any way restrict or exclude their use as this is provided for in the contract.

2. The following applies to the delivery of the Contractor's software programs to us: The Contractor guarantees that any software programs it supplies to us as a result of a single agreement is free of such open-source software

- whose licensing terms directly require us to disclose the source code of the software program supplied by and/or developed jointly with the Contractor; or
- which directly requires additional, royalty-based licensing in such open-source software (OSS) programs in connection with the use of the software program supplied by the Contractor.

3. Only if we expressly consented to this in writing does the Contractor have the right to use in any manner the registered trademarks, logos, names or other commercial distinguishing marks which refer to us, to any companies associated with us or to any of our Customers.

4. If contractual use is impaired and restricted by any third-party property rights, the Contractor shall have the right – to an extent reasonable for us, at the Contractor's choice and at the latter's costs – either to modify contractual performance in such a way that it is no longer included in the scope of protection, but that it still complies with the contractual provisions, or to obtain an authorisation to use such contractual services in compliance with the contract subject to no restrictions whatsoever and without any additional costs for us.

5. Should any third parties assert claims against us due to alleged violations of the law, we will immediately inform the Contractor about this.

6. The Contractor will take all necessary steps for the defence against such claims as quickly as possible once it was informed about such claims being asserted due to possible violations of third-party rights. The Contractor shall reimburse us for any and all costs and damage caused to us by any third parties asserting claims against us, including the costs of reasonable legal prosecution, also in the case where only usability of the services was (temporarily) limited. This indemnification against costs and damage shall also apply insofar as we immediately informed the Contractor and as the latter was asked to make any statements towards such third party. The Contractor shall support us in every way in the defence against the third-party claims.

Sec. 15 Competition

1. The Contractor will refrain from using the services provided in the context of our purchase order, in particular any and all ideas, drafts and designs, in the same way or in a modified form for other customers.

2. We may, at any time, conclude contracts with other agencies or third parties concerning the supply and/or delivery of the contractual services and Goods. We are not obliged to exclusively commission the Contractor with the provision of services relating to the field in which the subject matter of this contract falls.

Sec. 16 Period of limitation

1. The mutual claims of the Contractual Parties shall become time-barred pursuant to the statutory provisions, unless the following provides otherwise.

2. In deviation from sec. 438 para. 1 no. 3 of the BGB and sec. 634a para. 1 no. 1 of the BGB, the general period of limitation for claims for defects is three years, with the statutory period of limitation for in-rem claims (sec. 438 para. 1 no. 1 of the BGB) and claims relating to constructions (sec. 438 para. 1 no. 2 of the BGB and sec. 634a para. 1 no. 2 of the BGB) remaining unaffected by this. If acceptance is agreed upon, the period of limitation begins at the time of acceptance. However, claims arising from defects of title shall in no case become time-barred as long as third parties may still claim that right against us – particularly in the absence of period of limitation.

3. The statutory periods of limitation, including the above extension, apply to all contractual claims for defects to the legal extent. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the standard period of limitations provided for under the law (sections 195 and 199 of the BGB) applies to this, unless application of the contractual periods of limitation in individual cases leads to longer periods of limitation.

4. When it comes to defects leading to subsequent performance, the period of limitation shall start once again at the time when subsequent performance is completed. Longer statutory periods of limitation remain unaffected by this, as do further provisions on suspension of expiration of limitation, interruption of the running of the statute of limitations and the new beginning of periods of limitation.

Sec. 17 Contracts for the performance of continuing obligations and framework agreements

1. Both Contractual Parties may cancel a contract concluded for an indefinite period in terms of sec. 314 of the BGB subject to a notice period of one month prior to the end of the month. The period begins, for the first time, at the beginning of contractual performance provided for under the contract.

2. Important reasons justifying cancellation for cause include, in particular:

- the supplier being in default more than one month with regard to the performance of its services;
- a breach of the data protection provisions under sec. 8 para. 2 of these GTCoPs; or
- a breach of the provisions on competition pursuant to sec. 15 para. 2 of these GTCoPs.

In all other respects, the provisions under sec. 314 of the BGB apply subject to the provisions of sec. 1 para. 5 of these GTCoPs.

3. Remuneration payable to the Contractor in the case of contracts for the performance of continuing obligations or framework agreements may only be adjusted if we expressly consent to this.

4. Individual agreements concluded prior to termination of a framework agreement shall continue to be subject to the provisions of such framework agreement, even if services still need to be provided at the time when the respective framework agreement terminates.

Sec. 18 Choice of law and place of jurisdiction

1. The contractual relationship between us and the Contractor is governed by the laws of the Federal Republic of Germany to the exclusion of provisions referring to any other jurisdiction.

2. If the Contractor is a merchant in terms of the German Comercial Code (Handelsgesetzbuch, HGB), a body corporate organised under German public law or a public-law special fund, the exclusive place of jurisdiction – also on the international level – for any and all disputes arising from the contractual relationship is our registered office in Vreden. The same applies if the Contractor is an entrepreneur in terms of sec. 14 of the BGB. However, we are generally entitled to bring an action also at the place of fulfilment determined for the delivery obligation in accordance with these GTCoPs and/or an overriding individual agreement or at the Contractor's general place of jurisdiction. Any overriding statutory regulations, in particular on exclusive jurisdictions, shall remain unaffected.

Laudert GmbH + Co. KG

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