

# General Terms and Conditions of Purchase

AVL SET GmbH

Status July 2022 V14

## 1 General and scope

1.1 These General Terms and Conditions of Purchase shall apply to all deliveries and services (hereinafter generally referred to as "Deliveries") provided to us by a seller, contractor, or service provider (hereinafter generally referred to as "Supplier").

1.2 Our Terms and Conditions of Purchase shall apply exclusively; we do not recognise any conflicting or deviating terms and conditions of purchase of the supplier unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

1.3 Our Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs, legal entities under public law and special funds under public law pursuant to § 310 (I) of the German Civil Code (BGB).

1.4 Our Terms and Conditions of Purchase shall also apply in their respective version as a framework agreement to all future contracts for deliveries with the same supplier without our having to refer to them again in each individual case.

1.5 Individual agreements made with the supplier in individual cases (including ancillary agreements, supplements, and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. A written contract or our written confirmation shall be authoritative for the content of such agreements.

1.6 Legally relevant declarations and notifications to be made to us by the supplier after conclusion of the contract (e.g., setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.

1.7 Offers, cost proposals as well as other measures of the supplier preparing an order shall always be free of any charge for us

## 2 Orders

2.1 The order is concluded by our written order as well as by acceptance of the supplier.

2.2 Upon receipt of any written order from us, the supplier shall either confirm, reject, or submit a modified offer to us without undue delay, but within 3 days at the latest. Communication by e-mail shall be sufficient to comply with the written form. If the supplier does not confirm our order within the response time, we are entitled to revoke the order.

2.3 The supplier is not permitted to assign claims arising from this contract or to transfer the collection of claims against us to third parties without our prior written consent; the same applies to any subcontracting to third parties. In the event of a breach by the supplier, we shall be entitled to terminate the contract without notice, subject to the assertion of further claims for damages.

2.4 We are entitled to request changes to the agreed scope of delivery and/or performance at any time, in design, process and/or execution, provided that such changes are not unreasonable for the supplier. In the event of such requests for changes, the effects, regarding additional or reduced costs, shall be stated by the supplier in writing within a reasonable period and shall be reasonably agreed between the parties. The supplier is required to take all reasonable precautions to limit additional costs to the necessary extent. The supplier shall only be entitled to compensation for additional costs if a written agreement has been reached with us in this respect.

2.5 No agreement is required, but prior, immediate, and timely written notification by the supplier is required for such changes that become mandatory due to changes in legal regulations or standards on the part of the supplier. The supplier is obliged to propose such changes, which he considers necessary or expedient, without delay. For example, regarding changed statutory or other mandatory regulations or for other reasons. If a change may affect the costs or the time of delivery, the supplier must inform us of this at the same time.

2.6 We reserve proprietary rights to our documents handed over to the supplier (including drawings and illustrations, etc.); the same applies to our copyrights insofar as the documents are copyrightable. These documents may not be made accessible by the supplier to third parties without our prior express written consent. They are to be used exclusively for the purposes according to our order; they are to be returned to us unsolicited upon written request, but no later than after completion of the order, or to be destroyed or deleted by the supplier upon our express written request. These documents are to be kept secret from third parties; in this respect, the regulation according to the following clauses 10.3 up to and including 10.7 shall apply in addition.

The supplier has no right of retention to these documents. If the supplier makes changes to the documents after prior permission from us in accordance with the above paragraph, the supplier may only use the changed documents to submit offers or to execute orders. In all other respects, the supplier shall transfer to us the exclusive right of use and exploitation of the modified documents, unlimited in terms of time, space, and content. The right of return pursuant to the preceding paragraph shall also extend to the modified documents.

## 3 Prices and payment conditions

3.1 The price stated in our order is a fixed price and binding. All prices shall be quoted in EURO unless otherwise stipulated in the contract; invoices shall also be issued in EURO. Unless otherwise agreed, the price shall be delivery "free house", including packaging. At our request, the supplier shall take back packaging material. Unless otherwise agreed in the individual case of the specific order, the price also includes all services and ancillary services of the supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., transport costs including any transport and liability insurance).

3.2 We can only process invoices if they contain all legally required information pursuant to § 14 (IV) UStG (German Turnover Tax Act) and - in accordance with the specifications in our order - in particular, the order number and the order date shown therein; the supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless it proves that it is not responsible for them.

3.3 Unless otherwise agreed in writing, we shall pay the price within 14 days, calculated from delivery or acceptance and receipt of a proper verifiable invoice, with a 3% discount or net within 30 days of receipt of the invoice.

3.4 We shall be entitled to rights of set-off and retention to the extent provided by law. We are entitled to withhold due payments if we are still entitled to claims from incomplete or defective deliveries against the supplier.

3.5 The supplier shall only have a right of set-off and/or retention based on counterclaims that have been legally established or are undisputed or are subject to a decision in a pending legal proceeding.

3.6 The supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

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## 4 Delivery and performance deadlines

4.1 The stated delivery dates are binding and are to be understood as the time of receipt of the goods at the named place of destination, otherwise at our premises.

4.2 The supplier is obliged to inform us in writing without delay if circumstances occur or become apparent to him which indicate that compliance with the agreed delivery or performance date is at risk. However, this notification shall not affect the supplier's responsibility to comply with the agreed delivery time.

4.3 Partial deliveries and services in advance are possible max. 3 calendar days before the agreed date. This is only permitted with our express consent. Even in the case of a permitted advance delivery, the payment period shall only commence on the contractually agreed date.

4.4 If the supplier is in default with the delivery or performance date, we are entitled to claim a contractual penalty. This penalty amounts to 0.3% per working day of delay, but not more than a total of 5% of the total net remuneration amount. We are entitled to claim this contractual penalty up to the time of final payment, even if we do not expressly reserve the right to do so when accepting the delayed delivery. The contractual penalty shall be offset against any damage caused by delay to be compensated by the supplier. The present agreement on the contractual penalty as well as its enforcement shall not affect the statutory claims for delay to which we are entitled.

4.5 In the event of a delay in delivery for which the supplier is responsible, the supplier shall be obliged to use the fastest means of transport available, without prejudice to the mode of dispatch prescribed in the order, to reduce the delay in delivery. The costs of this transport shall be borne by the supplier.

4.6 In the event of a delay in delivery for which the supplier is responsible, we are furthermore entitled to withdraw from the contract with immediate effect after the expiry of 14 days from the occurrence of the delay, without having to set a grace period.

4.7 If a fixed date has been agreed, specifying a precise time of performance, we reserve the right to withdraw from the contract if this date is exceeded. The right to compensation for damages remains unaffected by this.

## 5 Transfer of risk, acceptance, and force majeure

5.1 Unless otherwise agreed, deliveries shall be made according to DDP (Incoterms 2020) at the agreed place of destination.

5.2 In the event of performance under a contract for work and services, the acceptance of the performance shall be decisive for the transfer of risk. Unless otherwise agreed, formal acceptance shall always take place.

5.3 The delivery must be accompanied by a delivery note, stating the date (issue and dispatch), the contents of the delivery (article number, designation, and quantity) and our order identification (order number and date). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.

5.4 If our failure to accept or take delivery is due to force majeure, industrial disputes, or other events beyond our control, we may demand delivery in whole or in part at a later reasonable date without the supplier being entitled to assert any claims against us as a result.

## 6 Warranty and limitation period

6.1 As far as applicable, the statutory provisions (§ 377 German Commercial Code (HGB)) shall apply to the commercial duty to examine and to give notice of defects with the following proviso: Our duty to examine shall be limited to defects which are openly apparent on our premises (e.g., transport damage, wrong and short delivery). Our commercial obligation to give notice of defects shall be deemed to be immediate and timely if it is given within 10 working days after discovery of the defect.

6.2 We shall be entitled to the statutory claims for warranty for defects in full; irrespective of this, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or make a replacement delivery or new production. In this case, the supplier is obliged to bear all expenses necessary for the purpose of rectifying the defect or the replacement delivery or new production and to carry them out without delay. The place of subsequent performance shall be the original place of performance or the place where the subject matter of the contract is permissibly located in accordance with its use. The right to claim damages, in particular damages for non-performance, is expressly reserved.

6.3 Insofar as the supplier does not fulfil his obligation to remedy the defect within a reasonable period set by us, we are entitled to remedy the defect ourselves or have it remedied by a third party at the supplier's expense or, if this is not possible, to procure a replacement elsewhere and to invoice this.

6.4 The provisions of clause 6.3 shall apply correspondingly in such cases in which we are entitled to refrain from setting a deadline to avoid considerable damage, taking into account the interests of both parties, or in which such a deadline would be unreasonable for us. Further legal provisions remain unaffected.

6.5 Upon receipt of our written notification of defects by the supplier, the limitation period for claims for defects shall be suspended. In the event of replacement delivery or new manufacture and rectification of defects, the limitation period for replaced or newly manufactured and rectified parts shall begin again, unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to undertake the measure, but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

6.6 The limitation period for claims for defects is 36 months from the transfer of risk.

## 7 Compliance, Quality and Documentation

7.1 The delivered goods must comply with the applicable domestic and foreign regulations (in particular the safety, accident prevention and environmental regulations, the relevant ordinances and directives of the VDE regulations, the REACH Regulation [EC] No. 1907/2006), the latest recognised rules and standards of technology as well as the documents on which the order is based, such as drawings, descriptions, samples, specifications, acceptance conditions, etc., in every detail. The supplier shall provide us with all necessary data sheets and information leaflets on the ordered goods and shall label its deliveries in accordance with the applicable provisions (e.g., CLP Regulation [EC] No. 1272/2008).

7.2 The supplier undertakes to comply with the laws of the respective applicable jurisdictions. It shall not participate actively or passively, directly, or indirectly, in any form of bribery, violation of the fundamental rights of its employees or child labour. The Supplier undertakes not to use any "Conflict

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Minerals" pursuant to Section 1502 of the US Dodd-Frank Act originating from the Democratic Republic of the Congo or an adjoining state in its products.

7.3 The supplier shall set up a quality management system that complies with the requirements of ISO 9001 and shall carry out a quality control system that is suitable in terms of type and scope and corresponds to the state of the art. Furthermore, an implementation of an environmental management system according to DIN EN ISO 14001 or a comparable environmental management is required. The supplier shall also ensure information security in accordance with the requirements of ISO 27001.

7.4 Software and applications shall correspond to the state of the technology at the time of delivery.

7.5 Any change in the production process, the production location, or the place of dispatch of the goods shall require our prior written consent, which may not be unreasonably withheld. Costs and damages incurred by us because of non-compliance with this provision or otherwise due to a change of location initiated by the supplier shall be borne by the supplier. The supplier shall inform us immediately in writing of any relocations in its supply chain or subcontractor changes in the supply chain known to it.

7.6 The quality, environmental and occupational safety documents to be observed by suppliers, including the current list of ingredients and substances (AVL-SET list of substances) that may not be supplied to the company or may only be supplied to the company to a limited extent, can be found on the website [www.avl-set.com](http://www.avl-set.com). If the goods delivered by the supplier contain any of the substances mentioned, the supplier shall inform the company of this fact by stating the respective substances concerned.

7.7 The supplier is obliged to supply complete product documentation (installation, maintenance, operating and service instructions, test documentation, CE declarations, etc.) as a PDF and as a hard copy, without separate request and without additional costs. The specifications of the supplier's documentation specifications must be complied with. We are entitled to use this product documentation without restriction and to integrate it in training and sales documents as well as in customer documentation - in whole or in part, in the original language or in translation.

7.8 During the performance of a supply contract, the supplier shall use the necessary resources, in particular materials, energy and water, efficiently and minimise the environmental impact, in particular with regard to waste, waste water, air and noise pollution. This also applies to the logistics/transport effort.

7.9 If tin, tantalum, tungsten, or gold are contained in the goods delivered by the supplier, the supplier must provide all necessary documentation proving the legal compliance of the entire supply chain upon request.

7.10 For the fulfilment of its contractual obligations, the supplier shall use the necessary resources, especially materials, energy, and water efficiently and minimise the environmental impact, in particular regarding waste, waste water, air and noise pollution.

7.11 AVL supports and respects the protection of internationally recognised human rights and shall endeavour to comply with all applicable laws and regulations. Within the scope of this contractual relationship, the supplier shall comply with the laws of the respective applicable legal systems, in particular:

- Respect for fundamental and human rights,
- Prohibition of child and forced labour,

- Compliance with working hours prescribed by law or applicable industry or other standards,
- Ensure compliance with applicable laws and regulations on freedom of association and the right to collective bargaining,
- Prohibition of discrimination on the grounds of racial or ethnic origin, gender, religion or belief, disability, age, or sexual identity,
- Compliance with occupational health and safety requirements,
- Environmental responsibility and compliance with applicable environmental protection regulations,
- Compliance with anti-corruption regulations and the prohibition to participate actively or passively, directly, or indirectly, in any form of bribery and corruption or the improper granting of advantages,
- Compliance with applicable competition and antitrust laws, in particular the prohibition of restrictive agreements.

7.12 The supplier shall take its own appropriate measures to comply with the laws, regulations and principles listed in this clause and shall provide evidence of this without delay at AVL's request. The supplier shall furthermore ensure to the best of its ability that its subcontractors also enter corresponding obligations.

## 8 Product liability and insurance coverage

8.1 Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.

8.2 Within the scope of its liability for cases of damage within the meaning of section 8.1, the supplier is also obliged to refund any expenses arising from or in connection with a recall action carried out by us or by our customer. We shall inform the supplier about the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment. Other legal claims remain unaffected by this.

8.3 For the duration of the supply relationship and for a reasonable period beyond (at least 10 years), the supplier is obliged to maintain appropriate insurance cover with a sum insured of at least EUR 5 million per claim with worldwide scope (including USA/Canada) to cover all risks arising from the supply relationship in question (such as, in particular, public and product liability, extended product liability including dismantling and installation costs, as well as testing, sorting and recall costs). This insurance cover shall be maintained for the entire duration of all obligations arising from the supply relationship. The supplier shall submit proof of insurance cover to AVL within 14 days of signing the contract and the maintenance of this insurance cover during the term of the contract annually without being asked to do so.

## 9 Work results, industrial property rights and property rights of third parties

9.1 Work results within the meaning of these provisions shall consist of all knowledge gained during the performance of the individual contract, including all inventions and source codes, irrespective of their eligibility for protection and

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irrespective of whether they are laid down, stored, or embodied, for example, in records, descriptions, test arrangements, models, devices or installations (hereinafter referred to as "work results"). All work results arising, whether or not they are capable of being protected by property rights, shall be documented by the contracting party at which they arise.

9.2 All work results developed by the supplier shall become our exclusive and unrestricted property immediately upon their creation and shall be disclosed to us immediately and made accessible to us. This also applies to inventions or parts of inventions made by the supplier. The supplier shall assign all rights to such inventions or shares in inventions to us without restriction. Should we waive our rights to inventions or invention shares in whole or in part, the supplier shall not be entitled to assert rights to such inventions or invention shares (e.g., own use, application for industrial property rights, granting of licences to third parties, etc.). Inventions or parts of inventions are compensated with the agreed price in accordance with section 3 of these GTC.

9.3 Clauses 9.1 and 9.2 shall apply correspondingly to the rights of use under copyright law, industrial property rights and legal positions similar to industrial property rights arising in the course of the performance of the contract.

9.4 With regard to the copyrights accruing to the supplier in connection with the order, the supplier shall grant us the unrestricted, free-of-charge right to use the work in perpetuity.

9.5 The supplier undertakes to provide a delivery or service that is free of third-party property rights. If claims are asserted against us by a third party for this reason, the supplier shall be obliged to release us from these claims insofar as the supplier is responsible for the defects of title. The supplier's indemnification obligation relates to all costs, damages, and expenses, including any legal costs necessarily incurred by us as a result of or in connection with the claim by a third party. In the case of defects of title, a limitation period of 5 years shall apply.

## 10 Reservation of title, provision, confidentiality, and subcontractors

10.1 If an item provided by us to the supplier is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall keep the sole ownership or the co-ownership for us.

10.2 Tools, devices, and models which we make available to the supplier, or which are manufactured for contractual purposes and are charged to us separately by the supplier remain our property or pass into our ownership. They must be marked by the supplier as our property, carefully stored, secured against damage of any kind, and only used for the purposes of the contract. Upon request, the supplier shall be obliged to return these items to us in proper condition; the supplier shall have no right of retention in this respect.

10.3 The supplier is obliged to keep all documents and information received from us strictly confidential; the same applies to business and trade secrets communicated to him or of which he has become aware. They may only be disclosed to third parties with our prior express written consent. The obligation to maintain secrecy shall also apply after termination of this contract; it shall expire if and to the extent that the knowledge contained in the documents or information provided or the business and trade secrets have become generally known.

10.4 In particular, all drawings, calculations, all AVL-owned and customer-related business, technical and personal data, all AVL-owned or customer-provided technical know-how (designs, specifications, plans, software, etc.), the order and the work, results, data, and knowledge resulting therefrom shall be deemed to be secret information.

10.5 The supplier undertakes, within the scope of what is possible according to the respective state of the art, to effectively secure all secret information against access by unauthorised third parties immediately after receipt and to secure it against theft, loss, manipulation, damage, or any duplication. If the supplier has indications that unauthorised third parties may have gained knowledge of the secret information, he must inform us immediately in writing and, in coordination with us, take all necessary steps to clarify the facts and, if necessary, prevent future access.

10.6 The above section 10.3 applies accordingly to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, templates, samples, and other objects which we provide to the supplier. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and insured to a reasonable extent against destruction and loss. The aforementioned clause 10.3 shall also apply accordingly to work results.

10.7 The supplier is obliged to treat the contract concluded with us and all commercial and technical details connected with its execution as business or trade secrets. The supplier is also obliged to maintain confidentiality about the business relationship with us. Exceptions require our prior written consent.

10.8 Both the supplier and we are entitled to collect and store each other's data, including the individual contractual relationship, in compliance with the applicable data protection regulations; the data may only be used for contract-related purposes.

10.9 The supplier is obliged to comply with all data protection provisions applicable to it in the respective applicable version and shall observe them. The Supplier shall instruct all employees and subcontractors in accordance with the relevant provisions of data protection law and, if applicable, oblige them to maintain data secrecy in accordance with the provisions of data protection law applicable to them. The Supplier undertakes to also take measures to ensure data protection by technology (Privacy by Design) and data protection-friendly default settings (Privacy by Default).

10.10 A breach of the provision of this clause 10.9 entitles us to terminate the contract extraordinarily and without notice. Further claims on our part remain unaffected.

10.11 Without our prior written consent, the supplier is not entitled to have third parties (e.g., subcontractors, freelancers) perform the work or service owed by it. In the event of the permissible commissioning of such third parties, the latter shall be obliged by the supplier in writing to maintain secrecy within the meaning of these Sections 10.3, 10.4 and 10.5; upon request, the supplier shall provide us with a copy of this secrecy obligation.

10.12 The supplier undertakes to keep strictly confidential all data, protocols, processes, etc. that are visible to the supplier when delivering or providing a service on our premises. The supplier is aware that confidentiality is subject to company and business secrets.

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## 11 Spare parts, means of production and input materials

11.1 Upon request, the supplier, in conjunction with us, must prepare spare parts lists within 4 weeks after project completion.

11.2 Unless otherwise agreed, the supplier is obliged to supply us with spare parts for the products delivered to us at competitive prices for a period of 10 years after delivery.

11.3 If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must be at least 6 months prior to the discontinuation of production, without prejudice to clause 11.2 above.

11.4 Production resources that we have made available to the supplier are to be treated with care.

11.5 Means of production which the supplier has manufactured or procured and for which we have paid the manufacturing costs (tool costs) shall become our property from the time of payment. Upon payment of at least 50 % of the manufacturing costs (tool costs), we shall be entitled to transfer pro rata co-ownership.

11.6 All means of production provided by us or acquired within the meaning of clause 11.5 shall be kept at our disposal for 15 years from the last time of production in a condition ready for use and shall be provided with a permanent inscription "Property (co-ownership) of AVL SET GmbH". If this storage is impossible or unreasonable for the supplier, he must inform us of this in writing without delay so that different measures can be agreed. The means of production shall be handed over to us on request during the above-mentioned storage period without any right of retention. The supplier's obligation to store the production equipment concerned shall end when it is handed over to us.

11.7 In the event of damage, loss or destruction of input materials provided by us (semi-finished products, castings, pre-machined parts, etc.), the supplier shall compensate us for their replacement costs.

## 12 Regulations on AEntG (German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed) and MiLoG (German Act Regulating a General Minimum Wage)

The supplier assures that it will comply with all obligations arising from the current AEntG (Employee Posting Act). In particular, the supplier assures that in the business relationship with us it will pay its employees deployed by it at least the minimum wages from the Minimum Wage Act (MiLoG) and that no further deductions will be made in addition to the statutory deductions. The supplier shall indemnify us on first written demand against all claims asserted against us by third parties arising from the regulations in the event of non-payment of the minimum wage (§ 14 AEntG) or minimum wage (§ 13 MiLoG).

## 13 Foreign trade data

13.1 The supplier is obliged to inform us of any goods-related restrictions on (re-)exports of the delivered goods (goods, technology, software) in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of the goods. Upon request, he must provide the following information for this purpose at least in his offers and order confirmations for the individual goods items:

- the number of the EU Military List and the Dual-Use Goods List,
- for US goods, the ECCN (Export Control Classification Number) according to the US Export Administration Regulation (EAR),
- for US defence goods (so-called ITAR goods) the USML (United States Munitions List) category,
- information on the non-preferential origin of its goods (commodities, technology, software) and their components,
- information on goods manufactured based on controlled US technology and/or containing controlled US components.

The supplier is furthermore obliged to inform the purchaser indicated on the order in writing of all further foreign trade data upon request and to inform the purchaser in writing of all changes to the above data without being requested to do so.

13.2 In the event of a cross-border delivery of goods, the supplier undertakes to obtain at its own expense all licences required under export law. Insofar as the supplier has procured the products in whole or in part from third parties, it assures that it has procured them from secure sources and that they have been exported or imported in compliance with and in accordance with export law regulations of the country of manufacture/country of dispatch.

13.3 The legally binding acceptance of re-export restrictions (e.g. with regard to existing / issued export licences and re-export restrictions contained therein or due to licence exceptions claimed under the EAR) is limited to goods for which an export licence is required from the supplier country's point of view (for the USA, the respective valid version of the EAR applies), which are also marked accordingly in the delivery documents and for which the supplier expressly brings this to our attention in offers and order confirmations.

13.4 Suppliers based in the EU are obliged to send us the original (long-term) or supplier's declaration for goods with preferential originating status in accordance with Regulation (EC) No. 1207/2001 or DVO (EU) 2015/2447, as amended, within one calendar week of being requested to do so. If the supplier fails to comply with this obligation or if his declaration does not comply with the statutory provisions, he shall indemnify and hold us harmless for any adverse consequences resulting therefrom.

## 14 Jurisdiction and place of fulfilment

14.1 The law of the Federal Republic of Germany shall apply to all questions arising from or in connection with our contractual and business relationship with the supplier, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.2 If the supplier is a merchant, a legal public entity or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be our place of business. However, we are also entitled, at our discretion, to bring an action at the place of performance of the delivery obligation or at the supplier's place of business.