

General Terms and Conditions of Purchase of Vantage Leuna GmbH (February 2020)

Section 1 General / Applicability

(1) These general terms and conditions of purchase ("Conditions of Purchase") shall govern all (including future) contracts regarding the supply of goods and the provision of services between the supplier of goods or services (hereinafter "Contractor") and Vantage Leuna GmbH (hereinafter "Client"), in as far as and to the extent that nothing to the contrary was agreed in individual contracts.

(2) The Conditions of Purchase shall in particular apply to contracts on the sale and/or the supply of movable goods ("Goods") irrespective of whether the Contractor manufactures the Goods itself or purchases them from other suppliers (Sections 433, 650, German Civil Code (*BGB*)). Unless otherwise agreed, the Conditions of Purchase in the version valid at the time of the Client's order or, in any event, in the version last communicated to the Contractor in writing, shall apply as a framework agreement also for similar future contracts, without the Client having to refer to them in each individual case.

(3) The Conditions of Purchase shall apply exclusively. Confirmation or execution of the order shall be deemed acceptance of these Conditions of Purchase. Deviating, conflicting or supplementary general terms and conditions of the Contractor shall become part of the contract only if and insofar as the Client has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, e.g. even if the Client being aware of the Contractor's general terms and conditions accepts its supplies without reservation.

(4) Individual agreements made with the Contractor in individual cases (including collateral agreements, supplements and amendments) shall in any case prevail over these Conditions of Purchase. Subject to proof to the contrary, a written contract or written confirmation of the Client shall be decisive for the content of such agreements.

(5) Legally relevant declarations and notifications of the Contractor in relation to the contract (e.g. setting of a deadline, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

(6) Any references to the application of statutory provisions are for clarification purposes only. Even without such a clause, the statutory provisions shall apply, insofar as they are not directly amended or expressly excluded in these Conditions of Purchase.

Section 2 Conclusion of Contract

(1) Orders placed by the Client shall be deemed binding at the earliest upon written submission or confirmation. The Contractor shall notify the Client about obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents and ask for correction or completion before acceptance (*Annahme*); otherwise, the contract shall be deemed as not concluded.

(2) The Contractor shall be obliged to confirm the Client's orders in writing within a period of two (2) weeks or to execute them without reservation, in particular by dispatching the Goods (*Annahme*). A delayed acceptance shall be deemed as new offer and requires acceptance by the Client.

(3) Offers and cost estimates of the Contractor shall be free of charge and do not constitute any obligation for the Client. In its offer, the Contractor shall expressly point out any deviations from the Client's enquiry and additionally offer the Client solutions that are technically or economically more favorable than the enquiry.

Section 3 Supply Item

(1) If the order does not state concrete requirements, the Goods or services must be of merchantable quality and, where DIN, VDE, VDI, DUGW or equivalent standards exist, must comply with these and the recognized rules of technology. The Contractor undertakes to comply with all applicable laws, regulations and other directives of the legislator and supervisory authorities, in particular, but not exclusively, with regard to environmental protection, health and safety regulations, including the regulations and guidelines issued by the professional associations with regard to occupational safety and accident prevention regulations.

(2) The Contractor guarantees that supplies and services have not been performed using child, forced or prison labor and - unless expressly agreed otherwise - that delivered products do not contain arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium or other chemicals listed in the Montreal Protocol.

(3) In performing its obligations, the Contractor guarantees that the Contractor will not make, offer or authorize (whether as remuneration, gift, contribution or otherwise) any direct or indirect payment to any person or organization in violation of any applicable law in order to encourage the conclusion of transactions or to obtain any other business advantage. This includes the law of the United States of America (such as the Foreign Corrupt Practices Act) and the law of the country in which the Contractor provides the services covered by the contract.

(4) The Contractor shall comply with all regulations on export controls, embargoes and sanctions insofar as they are applicable in the respective specific case and insofar as this does not constitute a violation of Section 7 of the German Foreign Trade and Payments Regulation (*AuW*) or of Regulation (EC) No. 2271/96. These are in particular, but not exclusively

- the US Export American Export Regulations (EAR);
- the US American International Traffic in Arms Regulations (ITAR);
- Sanctions for which the US American Office of Foreign Assets Control (OFAC) of the US Treasury Department is responsible;
- US American anti-boycott laws;
- Export regulations and export control regulations, embargoes and economic sanction measures of the European Union, as implemented and applied by the respective Member States, and of the Federal Republic of Germany; and
- Regulations of other states equivalent and comparable to those mentioned above.

(5) The Contractor shall inform the Client in detail and in writing on possible authorization requirements for (re-)exports for delivered Goods. The Contractor shall provide the Client in writing with the following information: the HS code, the export control position or rather the list number of the US American value share (so-called US content) in the Goods.

(6) The Contractor shall carry out and maintain an effective quality assurance system and provide evidence thereof to the Client upon request. At the Client's request, the Contractor shall apply a quality management system in accordance with ISO 9000 et seq. or equivalent. The Client is entitled to inspect this quality assurance system itself or to have it inspected by third parties authorized by the Client.

(7) Upon supply of the Goods or performance of the service, the Contractor shall provide a delivery note stating the order number and indicating the total quantity and value of the Goods or services. Quantity tolerances are only permissible if explicitly stipulated in the contract.

(8) The agreed technical documentation, test certificates, certificates of analysis, instructions for use and the like shall also be included in the scope of delivery. Without explicit agreement, the scope of supply shall also include all documents required for

commissioning, storage, maintenance and servicing of the contractual object. The documentation shall be sent in German. Customary commercial clauses shall be interpreted in accordance with Incoterms 2020.

(9) Changes to the supply item and the service provided require the prior written approval of the Client.

Section 4 Prices / Invoice / Terms of Payment

(1) The price specified in the order shall be binding and does not include statutory VAT.

(2) Unless otherwise agreed in individual cases, the agreed net price shall include all services and ancillary services of the Contractor as well as all incidental costs (e.g. proper packaging, transport costs including any transport and liability insurance, inspection, examination and certificates).

(3) The supplies and services provided shall be invoiced in compliance with the respective valid legal requirements for invoices according to the VAT law of the respective countries of the invoiced supplies/services. The Contractor shall issue the invoice in duplicate for each order. The invoice shall state the complete order number of the Client and, if available, the delivery note number of the Contractor. The invoice shall be accompanied by proof of performance and other supporting documents. Invoices shall comply with the details in the order with regard to the description of Goods, price, quantity, order of items and item number. The invoice shall be sent to the invoice address specified in the Client's order.

(4) Unless otherwise agreed, payment periods shall begin to run from the date of receipt of invoices complying with the aforementioned requirements.

(5) The agreed price is due for payment within thirty (30) calendar days from complete supply and performance (including any agreed acceptance) and receipt of a proper invoice. If the Client effects payment within fourteen (14) calendar days, the Contractor shall grant the Client a three (3) % discount on the net invoice amount. In case of bank transfer, payment shall be deemed as effected if the bank receives the Client's transfer order before expiry of the payment period; the Client shall not be responsible for delays caused by the banks involved in the payment process.

(6) The Client shall not owe interest on the due date. Statutory provisions shall apply to default of payment.

(7) The Client is entitled to set-off and retention rights as well as the defense of non-performance of the contract (*Einrede des nichterfüllten Vertrages*) to the extent permitted by law. In particular, the Client is entitled to withhold due payments as long as he is still entitled to claims against the Contractor arising from incomplete or default performance.

(8) The Contractor shall only have a right of set-off or retention based on counterclaims that are legally established or undisputed.

(9) Payment does not imply any acceptance of conditions and prices and does not affect the Client's rights due to improperly or incompletely performed supply/service, the Client's rights of inspection and the right to object to an invoice for other reasons.

Section 5 Delivery Period / Default in Delivery

(1) The Contractor shall meet the deadlines agreed for the supplies and services. The delivery of the defect-free Goods to the Client during normal business hours with the necessary shipping documents at the place specified in the order (*Leistungsort*) shall be decisive for compliance with the delivery date in the case of delivery of Goods. If a delivery including assembly/service is agreed between Contractor and Client, the delivery of the defect-free Goods after proper execution of the assembly/service is decisive for the timeliness of the delivery. If acceptance is stipulated by law or contractually agreed, the point of time of acceptance shall be decisive. Premature supply/service or partial delivery/partial services require the prior consent of the Client.

(2) If the Contractor realizes that it cannot meet its contractual obligations completely, partially or not in time, the Contractor will notify the Client thereof without undue delay (*unverzüglich*) in writing, stating the reasons and the expected duration of the delay. The unconditional acceptance of a delayed (partial) delivery/(partial) performance shall not constitute a waiver by the Client of any rights in respect of the untimely (partial) delivery/(partial) performance.

(3) The Contractor shall be obliged to request in good time any documents that may have to be provided by the Client for the execution of the order.

(4) In the event of default by the Contractor, the statutory provisions shall apply, in particular with regard to revocation (*Rücktritt*) and compensation for any damage caused by the default. Additional costs, especially in the case of necessary covering actions, shall be borne by the Contractor.

Section 6 Packaging / Dispatch / Transfer of Risk / Default in Acceptance

(1) The Contractor shall pack the Goods/services in a way that avoids transport damage and shall be liable for damage due to improper packaging. At the Client's request, the Contractor shall collect all (transport and sales) packaging at the place of destination or have it collected by third parties. The Contractor shall pack, mark and dispatch dangerous products in accordance with the relevant national and international regulations.

(2) Without our prior written consent, the Contractor shall not be entitled to have the owed service performed by third parties (e.g. subcontractors). The Contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).

(3) Delivery shall be made free of charge (*Frei Haus*) within Germany to the place specified in the order or the place where the assembly/service is to take place. If the place of destination is not specified and unless otherwise agreed, delivery shall be effected to the Client's place of business in Stendal. The respective place of destination shall also be the place of performance (*Leistungsort*) for the delivery and any subsequent cure (*Bringschuld*).

(4) Unless otherwise agreed, the delivery shall also comprise the delivery note in duplicate, packing slips, cleaning certificates and test certificates in accordance with the agreed specifications and other necessary documents. All shipping documents and the outer packaging (for packaged Goods) shall, completely and separately from Goods and invoices, contain the following: description of Goods/order number/gross and net weight, number of packages, type of packaging (disposable/reusable), date of completion, transport method, place of delivery (unloading point), consignee, the project number (if applicable) and place of assembly. For deliveries to third countries (imports), the shipping documents must indicate whether the Goods are duty paid or duty unpaid. For duty unpaid Goods, the Contractor shall submit the complete customs clearance documents to the Client. The Contractor shall ensure that the information for the customs pre-declaration procedure is complete, correct and available in good time at the office obliged to make the pre-declaration. In case of cleared Goods, the shipping documents must contain evidence of customs clearance.

(5) Immediately after dispatch of the Goods or provision of services, the Contractor shall notify the Client of the dispatch/provision of services in text form (fax or e-mail).

(6) The Client is entitled to determine the mode and route of dispatch. If otherwise agreed in individual contracts that the Client shall provide means of transport, the Contractor shall be obliged to notify the Client of readiness for dispatch fifteen (15) days prior to dispatch.

(7) Until the actual transfer of the contractually agreed Goods, including the documents mentioned in these Conditions of Purchase at the place of delivery, the Contractor should bear the risk of loss or damage. If a delivery including installation/assembly/service is agreed, the transfer of risk shall take place after proper execution of the installation/assembly/service and actual transfer. If acceptance (*Abnahme*) is stipulated by law or contractually agreed, the acceptance date shall be jointly determined upon written request of the Contractor. The result of the acceptance shall be recorded in an acceptance protocol. The transfer of risk shall not take place before the Client has confirmed successful acceptance in the acceptance protocol. Acceptance cannot be carried out in any other way, in particular not by means of testing, expert opinions, certificates or proof of work. The payment of invoice amounts does not constitute acceptance.

(8) In case of default in acceptance by the Client, the statutory provisions shall apply. However, the Contractor must also expressly offer its services to the Client if a specific or determinable calendar time (date) was agreed for an action or cooperation of the Client (e.g. provision of material). If the Client is in default in acceptance, the Contractor may demand reimbursement of its extra expenses in accordance with statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Contractor (individual production), the Contractor shall only be entitled to further rights if the Client undertakes to cooperate and is responsible for the failure to cooperate.

Section 7 Manufacturing Inspection / Final Inspection / Weights

(1) The Client reserves the right to inspect the quality of the material used, the accuracy of dimensions and quantities and other quality of the manufactured parts during manufacturing and before supply, as well as compliance with the other provisions of the order at the Contractor's site or those of its sub-contractors.

(2) If the Client has reserved the right of a personal final inspection of the completed supply item at the Contractor's site or of an inspection by an authorized third party, the Client and/or the authorized third party shall be informed in writing about the readiness for the final inspection at least fourteen (14) days in advance.

(3) The costs for production tests and final inspections shall be borne by the Contractor, with the exception of the costs for staff sent by the Client.

(4) If the Client has prescribed final inspection of the completed supply item by a third party, the Contractor shall arrange for the final inspection by the third party free of charge for the Client and shall notify the Client without undue delay of the inspection result, at the latest with the shipping documents.

(5) Production tests and final inspection do not release the Contractor from its performance, liability and warranty obligations. The inspections are not considered as acceptance procedures.

(6) For the determination of weight, the weights delivered, as determined by weighing masters of the Client on the Client's factory scales shall apply. If weighing is not possible at the Client's premises, the weights determined by the railway authorities proven on the consignment note or, in the case of truck deliveries, those determined by a public weighing machine shall apply. If it is not possible to weigh the supply item, the Contractor must provide evidence of the delivery weight.

Section 8 Origin of Goods

(1) The Contractor shall inform the Client of the non-preferential origin of the Goods (country of origin) and, upon request, provide the Client with a certificate of origin of the Goods.

(2) Insofar as Goods are delivered within the framework of preferential agreements, free trade agreements or corresponding unilateral regulations of the EU, the Goods must comply with the applicable conditions, in particular regarding the origin, of these agreements or unilateral regulations. The Contractor shall provide the Client with required evidence and certificates.

Section 9 Quality / Defective Delivery / Warranty

(1) Statutory provisions shall apply, unless otherwise stipulated below, for the rights of the Client in the event of material and legal defects (*Sach- und Rechtsmängel*) of the Goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or instruction manual) and for other breaches of duty by the Contractor.

(2) The Contractor shall be responsible for ensuring that the deliveries and services are free of defects, in particular that they comply with the agreed product or service specifications and, in addition, that they show the contractually guaranteed properties and features. The Contractor shall also warrant that the deliveries and services comply with the state of the art and - if relevant - that the generally accepted state of the art in safety technology, occupational medicine and hygiene regulations is provided by qualified personnel and complies with all relevant legal provisions, including those for registration and approval. If machines, devices or systems are part of the delivery, they must comply with the requirements of the special safety regulations applicable at the time of contract fulfillment.

(3) The Contractor guarantees that all substances contained in the Goods are effectively pre-registered, registered (or exempted from the obligation to register) and, if applicable, authorized in accordance with the relevant requirements of the REACH Regulation for the uses notified by the Client. If the Goods are an article within the meaning of Article 7 of the REACH Regulation, the previous sentence shall apply with regard to substances released by these articles. In addition, the Contractor shall inform the Client without undue delay if a component of a product contains a substance in a concentration exceeding 0.1 mass percent (w/w) that meets the criteria of Article 57 and 59 of the REACH Regulation (so-called substances of very high concern). This also applies to packaging products.

(4) The Client shall notify the Contractor of obvious defects within fourteen (14) days after receipt of the Goods at the place of delivery. The Client shall notify the Contractor of defects that only become apparent at a later point of time within fourteen (14) days of their discovery. The date on which the Client sends such notification to the Contractor shall be decisive for compliance with the deadline. In this respect, the Contractor waives the claim of delayed notification of defects.

(5) In the event of defects, the Client shall be entitled to demand cure of defects (*Nacherfüllung*) in accordance with the statutory provisions. The choice of the type of cure is at the discretion of the Client. For cure purposes, the Goods shall be made available to the Contractor at the place of delivery or at the place where the Goods are located upon discovery of the defect, at the discretion of the Client. The Contractor shall bear the expenses for the cure. The Contractor shall act in accordance with the operational concerns of the Client when handling the cure of defects. If the Contractor has not carried out the cure of defects within a reasonable period, if cure has failed or if the specification of a deadline was dispensable, the Client may claim the further statutory rights applicable in case of defects.

(6) If the Contractor does not properly fulfil its cure obligation - without rightfully refusing the cure of defects - or refuses the cure seriously and definitively, if the cure failed, a loss of use is to be feared or the cure cannot be postponed for other reasons, the Client is entitled to

cure the defect at the expense and risk of the Contractor or to have it cured by third parties and claim reimbursement of the necessary costs from the Contractor. In all other respects, the statutory provisions shall apply. Further rights of the Client arising from liability for defects or guarantees remain unaffected.

(7) Notwithstanding Section 442 para. 1 sentence 2 BGB, the Client shall be entitled to claims for defects without restriction even if the defect remained unknown to the Client due to gross negligence at the time of conclusion of the contract.

(8) Otherwise, in the event of material or legal defect, the Client is entitled to reduce the purchase price or to rescind the contract in accordance with statutory provisions. In addition, the Client is entitled to compensation for damages and expenses in accordance with the statutory provisions.

Section 10 Assignment / Set-off / Retention

(1) The Contractor may only transfer the rights and obligations from the contract with the Client to third parties with prior written consent of the Client.

(2) The Contractor shall notify the Client in writing without undue delay of any transfer of the contract that occurs by act of law and of any change regarding its company name.

(3) The Client may transfer the rights and obligations arising from the contract with the Contractor to third parties at any time without the prior consent of the Contractor.

(4) The Contractor is entitled to offset (*Aufrechnung*) against undisputed or legally established claims only. The Contractor shall only be entitled to a right of retention (*Zurückbehaltungsrecht*) if the claim for which he asserts the right of retention is undisputed or legally established and originates from the same contractual relationship.

(5) For advance assignments within the scope of a retention of title (*Eigentumsvorbehalt*) by the Contractor's subcontractors, consent shall be granted under the condition that a set-off shall also be permissible with counterclaims acquired after notification of the assignment.

Section 11 Liability / Indemnification / Insurance

(1) Insofar as the Contractor is responsible for product damage, the Contractor shall be obliged to indemnify the Client from claims for damages by third parties to the extent that the cause lies within its sphere of control and organization and the Contractor is liable itself in the external relationship. In this context, the Contractor is also obliged to reimburse any expenses pursuant to Sections 683, 670 BGB arising from and in connection with a recall action carried out by the Client. The Client shall inform the Contractor about the content and scope of the recall measure to be carried out as far as possible and reasonable, and give the Contractor the opportunity to comment. The Contractor undertakes to take out product liability insurance with a sum insured that is appropriate to the specific liability risk and to provide evidence of this insurance upon request of the Client.

(2) The Contractor shall otherwise be liable within the scope of the contractual and statutory provisions. He must maintain sufficient liability insurance at its own expense for damages for which the Contractor or its (vicarious) agents (*Erfüllungs- und Verrichtungsgehilfen*) are responsible. Evidence of the amount of the sum insured per damaging event must be provided to the Client upon request. The Contractor's contractual and statutory liability shall remain unaffected by the scope and amount of its coverage.

Section 12 Confidentiality / Terms of Use

(1) The Contractor shall regard the inquiries, orders and the work relating thereto as business secrets and treat them confidentially. The use and application of information provided by the Client, of drawings, models, samples, materials used, data or other documents produced by the Client or the Contractor based on such information require the written consent of the Client. All of the aforementioned Client documents, including recipes and analysis methods etc. which the Client provides to the Contractor for the manufacturing of the supply item or for the performance of the service, as well as the documents prepared by the Contractor according to special information provided by the Client and described in the letter, shall remain the property of the Client and must be returned at any time upon the Client's request. The Client retains all copyrights to these documents. They must not be reproduced, used for other purposes or made available to third parties. Upon request, all copies or duplicates must also be returned to the Client or be destroyed at the Client's discretion without undue delay. Any right of retention of the Contractor to the Client's documents shall be excluded.

(2) The Contractor shall hand over to the Client the plans, calculations or other documents owed in the agreed number in such good time that complies that the contractual execution deadlines are met. A review of the documents by the Client does not affect the responsibility of the Contractor.

(3) The Contractor shall ensure by appropriate contractual agreements that his employees and (vicarious) agents affected by this confidentiality agreement are also obliged to maintain confidentiality in accordance with the provisions of these Conditions of Purchase. Upon request, the Contractor shall provide the Client with written proof of compliance with this obligation. The Contractor undertakes to take all necessary and suitable precautions and measures to ensure that the confidential information obtained is effectively protected against loss and unauthorized access at all times. The Contractor undertakes to notify the Client in writing without undue delay if he has suffered loss and/or unauthorized access to confidential information.

(4) The Contractor grants the Client the freely transferable right of use and exploitation, without any restrictions as to time, location or purpose, of all plans, drawings, graphics, calculations and other documents concerning the contract, which the Contractor has either produced itself or had produced by third parties. This applies to all known media forms including electronic media, on all image, sound and data carriers. The Client shall in particular have the right to use, reproduce, distribute, modify, develop such work results in whole or in part, in order to have the aforementioned activities carried out by third parties and grant third parties the same full rights of use and exploitation of such work results. The same shall apply to modifications or further developments made in the meantime. The Contractor shall grant the Client the right of use and exploitation of the work results to the extent described above, also for types of use not yet known at the time of placing the order; in this respect the statutory provisions shall apply.

Section 13 Retention of Title

The transfer of title of the Goods to the Client shall take place unconditionally and regardless of the payment of the purchase price. If, however, in individual cases, the Client accepts an offer of the Contractor for transfer of title as the condition for the payment of the purchase price, the Contractor's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. In the ordinary course of business, the Client shall remain entitled to resell the Goods in advance of payment of the purchase price and to assign the resulting claim (alternatively, the simple retention of title extended to resale). All other forms of title retention, in particular the extended and forwarded title retention as well as the extension of title retention extended for further processing, are excluded.

Section 14 Termination / Revocation

- (1) The contract may be terminated without notice for good cause. A good cause exists in particular if
 - (a) the Contractor commits a serious breach of duty and fails to remedy the situation within a period set by the Client after receipt of the written complaint, or
 - (b) a significant deterioration of the financial standing of the other contracting party has occurred which endangers the performance of the contract or the other contracting party does not fulfil its obligation to pay taxes or social security contributions, or
 - (c) the purchase, the use of the Goods or the service is and/or becomes illegal in whole or in part due to legal or official regulations.
- (2) If the Client terminates a contract for good cause and if it is unreasonable for the Client to adhere to further contracts existing with the Contractor for the same good cause, the Client may also terminate other agreements existing at the time of termination and not yet fulfilled against proportional remuneration for the service already provided. In the aforementioned case, the Contractor shall not be entitled to any further claims for damages, reimbursement of expenses or remuneration.
- (3) If the Contractor has obtained documents, records, plans or drawings from the Client within the framework of the contract or for the purpose of its execution, the Contractor shall hand them over to the Client in the event of termination without undue delay. The same applies in the event of revocation from the contract.

Section 15 Intellectual Property Rights

- (1) The Contractor shall bear the liability that the subject matter of the contract is free of third party intellectual property rights, e.g. patents, copyrights, trademarks or utility models in Germany or in the country of destination to the extent that the Contractor is aware of. In the event of a violation of intellectual property rights, the Contractor shall be obliged to compensate the Client for all damages incurred by the latter as a result. In this case, the Client shall also be entitled to obtain the necessary approval for delivery, commissioning, use, resale, etc. of the subject matter of the contract from the owner of such intellectual property rights at the expense of the Contractor.
- (2) The Contractor shall also be liable for ensuring that the supply and use of the subject matter of the contract does not infringe any patents, licenses or intellectual property rights of third parties. Possible license fees shall be borne by the Contractor.
- (3) The Contractor undertakes to indemnify the Client from all claims of third parties arising from an alleged possible violation of rights and to reimburse any expenses incurred.

Section 16 Limitation Period

- (1) The mutual claims of the contracting parties shall become statute-barred in accordance with statutory provisions, unless otherwise provided for below.
- (2) Notwithstanding Section 438 para. 1 no. 3 BGB, the general limitation period for claims arising from defects shall be three (3) years from the transfer of risk. If acceptance was agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply mutatis mutandis to claims arising from legal defects, whereby the statutory limitation period for third party claims in rem for restitution (Section 438 para. 1 no. 1 BGB) shall remain unaffected. Furthermore, claims arising from legal defects shall in no case become statute-barred as long as the third party can still assert the right - in particular in the absence of limitation - against the Client.
- (3) The limitation periods of the German sales law, including the above extension, shall apply - to the statutory extent - to all contractual claims for defects. Insofar as the Client is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods of the German sales law leads to a longer limitation period in individual cases.

Section 17 Advertising Ban / Applicable Law / Jurisdiction / Data Processing

- (1) The Contractor may only refer to the existing business relationship with prior written consent of the Client.
- (2) Even if the Contractor does not have its registered office in the Federal Republic of Germany or the place of performance is abroad, the law of the Federal Republic of Germany shall exclusively govern the contractual relationship, with the exclusion of conflict of law principles, in particular UN sales law (CISG).
- (3) The exclusive, also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Client's registered office in Stendal. However, the Client shall in all cases also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these Conditions of Purchase or a prior individual agreement or bring an action at the general place of jurisdiction of the Contractor. Mandatory statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.
- (4) The Contractor agrees that the data required for the conclusion and/or execution of the contract may be processed and in particular stored and/or transmitted as file extracts to third parties within the Client's organization.