

### General Terms and Conditions of Purchase for Use in Business-to-Business Transactions, Version 04/2026

#### 1. Governing Terms and Conditions

- 1.1 In addition to the individual contractual agreements and our master supply agreement, only these General Terms and Conditions of Purchase apply to our purchases, orders and contracts for the entire business relationship between us and the supplier, service provider or contractor under a contract for work, hereinafter referred to as the 'Supplier'.
- 1.2 We do not accept any conflicting, supplementary or deviating terms and conditions of the Supplier unless we have expressly agreed to their application in writing. This requirement for consent applies in all cases, including, for example, where we without reservation accept delivery or service despite being aware of the Supplier's terms and conditions that conflict with or deviate from these Terms and Conditions of Purchase, or where the Supplier refers to its general terms and conditions in the order confirmation and we do not expressly object to them.
- 1.3 These Terms and Conditions of Purchase only apply where the Supplier is an entrepreneur/business operator (within the meaning of Section 14 of the German Civil Code, BGB), a legal entity under public law or a special fund under public law.
- 1.4 Individual agreements with the Supplier (including ancillary agreements, supplements and amendments) take precedence over these Terms and Conditions. The content of such agreements is determined by a written contract or our written confirmation.
- 1.5 Legally relevant declarations and notices made by the Supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing. Unless expressly provided otherwise, 'in writing' within the meaning of these Terms and Conditions includes written form and text form (e.g. letter, e-mail).
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.
- 1.7 These Terms and Conditions of Purchase apply in the version valid at the time of our order, and also, in any event, in the version most recently communicated to the Supplier in text form, as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

#### 2. Offers, Orders and Changes

- 2.1 The preparation of offers, preliminary studies, samples and similar services for us is, as a rule, free of charge unless expressly agreed otherwise. This also applies to visits by suppliers for the purpose of preparing offers. We are not obliged to place an order. Any deviations from the enquiry must be expressly indicated in the offer.
- 2.2 We retain all ownership and copyrights of documents that we provide to the Supplier for the purpose of submitting an offer. If no offer is submitted or after the order has been completed, they must be returned to us immediately and free of charge.
- 2.3 Supply contracts (order and acceptance) and delivery call-offs, as well as their amendments and supplements, require text form. Telephone or verbal agreements must be recorded in text form.
- 2.4 Upon receipt, orders must be checked without undue delay for completeness, legibility and obvious errors. Any incompleteness, ambiguities and identified errors must be notified to us without undue delay before acceptance of the order; otherwise the contract shall be deemed not to have been concluded.
- 2.5 Our order(s) must be accepted within two working days of receipt by means of a written order confirmation specifying binding delivery times and prices. Until receipt of the Supplier's aforementioned declaration of acceptance, we are entitled to revoke our order at any time. Details deviating from the order, in particular price and delivery-time information, must be clearly highlighted typographically and require our written confirmation. Confirmed prices are deemed fixed prices. Delivery call-offs become binding if the Supplier does not object within two working days of

receipt. Blanket orders only entitle the Supplier to procure preliminary material to the extent released. The manufacture of parts for call-off orders is permitted only up to the amount released.

- 2.6 Each order must be dealt with separately in any correspondence. Our order number, our item number, the customer item number and the date of the order must be stated in full on all documents, such as letters, dispatch notes, invoices, delivery notes, etc.
  - 2.7 Changes in the Supplier's manufacturing process must be approved in writing; if this is not complied with, the Supplier bears the risk that the goods will not be accepted and bears all defects and damage caused thereby. Deviations in quantity and quality from the wording and content of our order and subsequent contractual amendments are deemed as accepted only when we have expressly confirmed them in writing.
  - 2.8 Before execution of the order, we are entitled, in consultation with the Supplier, to request reasonable changes to the design, delivery quantity and delivery time. The consequences of the change must be considered appropriately and by mutual agreement. The Supplier must inform us without undue delay of any concerns regarding the changes requested by us. The Supplier is not entitled to make changes to design or execution without our written approval.
- #### 3. Prices, Invoices, Payments, Deterioration of Creditworthiness, Rights to Service Refusal, Set-Off and Retention
- 3.1 Unless a special agreement has been made, prices are understood to be delivered, customs-cleared, free delivery to our works or to the contractually agreed place of delivery in accordance with the DDP (Delivered Duty Paid) clause of INCOTERMS 2020. Unless agreed otherwise on a case-by-case basis, the price includes all the Supplier's services and ancillary services (e.g. assembly, installation) and all ancillary costs (e.g. suitable packaging, transport costs including any potential transport and liability insurance).
  - 3.2 The price shown in the order is deemed to be the maximum price. It may be reduced but not exceeded. Value added tax must be shown separately where applicable. The Supplier bears the risk of accidental loss and accidental deterioration of the item until acceptance of the goods by us or by our representative at the place to which the goods are to be delivered as specified in the order. If acceptance has been agreed, such acceptance is decisive for the passing of risk. Delivery or acceptance is equivalent to the situation where we are in default of acceptance. If packaging material that is subject to return is charged for, full credit must be issued after it has been returned.
  - 3.3 Invoices must be issued immediately after delivery in duplicate, identifying the original and the copy, and stating the order number, our item number, the customer item number, the order date and, where specified in our order, the purchaser and the reason for the order.
  - 3.4 Payment periods commence on the specified delivery date, but not earlier than the date of receipt of the goods and the proper invoice, whichever date is later. The payment date has no influence on the Supplier's warranty. Unless expressly agreed otherwise, we make payments in euros, free of charge to the Supplier's domestic bank account. Payment is made by bank transfer. This applies accordingly to permissible partial deliveries. Delays caused by incorrect or incomplete invoices do not affect discount periods. Payment is made subject to invoice verification.
  - 3.5 Unless a special agreement has been made, the invoice shall be paid either within 14 days with a 2% discount or within 30 days without deduction, calculated from the due date of the payment claim and receipt of both the proper invoice and the goods or the provision of the service (including any agreed acceptance). We do not owe maturity interest.
  - 3.6 The statutory provisions apply to default in payment.
  - 3.7 If advance payments are agreed with the Supplier, the Supplier must provide an unlimited performance bond issued by a bank or insurance company, concurrently with performance and for the amount of the advance payment. In the event of a delayed delivery, a statutory default interest rate of the invoice will be deducted from the advance payment amount. The amount of any further damage caused by delay suffered by us is not affected by this deduction rule.
  - 3.8 If, after conclusion of the contract, it becomes apparent (e.g. by an application to open insolvency proceedings) that our

claim to the service is jeopardized by the Supplier's lack of ability to deliver, we are entitled under the statutory provisions to refuse the service and - where applicable after setting a deadline - to withdraw from the contract (Section 321 BGB). In contracts for the manufacture of non-fungible items (bespoke items), we may declare withdrawal immediately; the statutory provisions on dispensability of setting a deadline remain unaffected. This provision applies only insofar as, by way of exception, we are obliged to render advance payment.

- 3.9 Rights to refuse services, set-off and retention as well as the defence of non-fulfilment of the contract are within our statutory rights. In particular, we are entitled to withhold payments due for as long as we still have claims against the Supplier arising from incomplete or defective deliveries or services. The Supplier is entitled to set-off and retention rights only in respect of counterclaims that have been finally adjudicated or are undisputed.

#### **4. Delivery Dates, Delivery Periods, Delay**

- 4.1 Agreed dates and periods in orders and call-offs are binding. Delivery periods commence on the date of the order. We are not obliged to accept delivery before the delivery date expires. Compliance with periods and dates is determined by receipt of the delivery at our works or at the place of receipt or use as specified by us, or by successful timely acceptance in the case of a contract for work. Partial deliveries are permissible only by agreement with us. In the case of agreed partial shipments, the remaining residual quantity must be stated. The Supplier must notify us without undue delay of any difficulties that prevent it from delivering on time or delivering in the prescribed quality. Our right to withdraw and to claim damages under the statutory provisions in the event of delay or defective deliveries remains unaffected.
- 4.2 Early deliveries are permissible only in coordination with us. If delivery is made earlier than agreed, we reserve the right to return the goods at the Supplier's expense. If no return is made in the event of early delivery, the goods shall be stored by us until the delivery date at the Supplier's expense and risk. In the event of early delivery, we reserve the right to make payment only on the agreed due date.
- 4.3 If the Supplier does not deliver, or not within the agreed delivery time, or is in default, our rights - in particular to withdraw and to claim damages - are governed by the statutory provisions. The provisions in 4.4 remain unaffected.
- 4.4 If the Supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our delay-induced damage to the amount of 1% of the net price for each completed calendar week, but in total not more than 5% of the net price of the delayed goods. We reserve the right to prove that higher damages have occurred. The Supplier reserves the right to prove that no damage at all or only substantially lower damages have occurred.
- 4.5 The Supplier may rely on the absence of necessary documents to be supplied by us only if the documents have been requested in writing and have not been received within a reasonable period.

#### **5. Shipping, Transport, Packaging, Passing of Risk, Proof of Origin**

- 5.1 The Supplier is not entitled to discharge its duties to us to third parties (e.g. subcontractors) without our prior written consent.
- 5.2 Unless agreed otherwise, delivery shall be made 'delivered duty paid' in accordance with the DDP clause of INCOTERMS 2020. The Supplier must state our order details on all shipping documents and delivery notes. The delivered goods must each be accompanied by the necessary documents enabling the correct allocation and processing of the delivery by us.
- 5.3 Each shipment must be accompanied by a delivery note in duplicate containing all markings stated in our order, in particular the order number, our item number, customer item number and batch numbers. Partial and residual deliveries must be specially marked. To determine the contents of a shipment without opening it, the delivery note must be affixed to the outside of the packaging and marked accordingly. The invoice must not be enclosed with the shipments. For import deliveries, depending on the shipping method and country of origin, movement certificates, express vouchers, customs transit documents, certificate of origin and invoice must be presented.
- 5.4 Upon request, the Supplier must send a detailed dispatch note for each individual shipment on the day of dispatch, separate

from the goods and the invoice; it must contain at least the following details: order number, order date, our item number, customer item number, quantity and weight of the goods, and shipping method. All shipping documents must contain the information necessary for correct and error-free processing (e.g. shipping address, number of packages, etc.). This also applies to any special instructions for handling the goods, in particular for unloading, transport and storage on our premises. Delays, additional costs and damages resulting from non-compliance with our shipping instructions shall be borne by the Supplier unless the Supplier is not responsible for them.

- 5.5 The Supplier must use the packaging specified by us and ensure that the goods are protected against damage by the packaging. If we do not specify packaging, the goods must be packaged in accordance with customary trade practice. We reserve the right to return bulky packaging material, in particular containers, barrels, crates, etc., after emptying and notwithstanding any transport or other wear and tear, freight-prepaid, against an appropriate credit note to the Supplier.
- 5.6 The Supplier should take out adequate transport insurance for its deliveries at its own expense.
- 5.7 Unless special agreements have been made, the Supplier must choose the transport option that is most cost-effective and suitable for us. If, by way of exception, transport costs are assumed by us, we determine the carrier, which must be requested from us in good time. Dispatch-ready shipments must be advised to this carrier in text form. The freight must be declared in the consignment note in such a way that, taking transport safety into account, the lowest permissible freight rate is charged for the shipment.
- 5.8 Until dispatch, the goods must be stored for us free of charge and at the Supplier's risk.
- 5.9 If the goods manufactured by the Supplier for us are required for export and the Supplier is aware of this, the Supplier is obliged to provide a written declaration concerning the customs-law origin of the delivery items. This declaration must be sent to us no later than with the first delivery.
- 5.10 The origin of newly added delivery items or any change in origin must be reported to us immediately and without request. The Supplier is liable for all disadvantages incurred by us as a result of an improper or late submission of the supplier's declaration, unless the Supplier is not responsible for this. Where required, the Supplier must prove its details on the origin of goods by means of an information sheet confirmed by its customs office.
- 5.11 Goods are accepted only during our normal business hours. We are entitled to specify restricted time windows to the Supplier within which deliveries may be made.

#### **6. Force Majeure**

Force majeure means the occurrence of an event or circumstance that prevents at least one of the contracting parties from performing one or more of its contractual obligations, provided that this impediment is beyond the reasonable control of the affected party, could not reasonably have been foreseen at the time of our order, and the effects of the impediment could not reasonably have been avoided or overcome by the affected party. Until proven otherwise, the following events affecting a party shall be presumed to meet the aforementioned requirements: (i) war (declared or undeclared), acts of foreign enemies, extensive military mobilisation; (ii) natural disaster or extreme natural event; (iii) explosion, fire, prolonged failure of telecommunications and information systems; (iv) general labour unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

A party that successfully invokes this clause is released from its duty to fulfil its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract, from the time at which the impediment makes contract fulfilment impossible, provided that notice is given without undue delay. If notice is not given without undue delay, the release takes effect from the time at which the notice reaches the other party. If the effect of the asserted impediment or event is temporary, the consequences set out above shall apply only for as long as the asserted impediment prevents fulfilment of the contract by the affected party.

#### **7. Protective Regulations, Quality Assurance, Documentation**

- 7.1 The Supplier declares that all products, services, work and deliveries comply with the latest state of the art, relevant legal provisions and authorities' legally binding regulations and guide-

lines, employers' liability insurance and professional associations, and with specific quality requirements. Regardless of this, the Supplier must continuously check the quality of the delivery items. The contracting parties shall inform each other about opportunities for quality improvement.

- 7.2 The Supplier is obliged to maintain a quality management system based on the international standards DIN EN ISO 9001:2015 and IATF 16949:2016 (for automotive suppliers), with an obligation to pursue a zero-defect objective and continuous improvement of its services.
- 7.3 The Supplier must ensure that its suppliers, service providers and contractors maintain a comparable quality management system that ensures the defect-free quality of its purchased parts, services, work and deliveries. Further details must be agreed through individual quality agreements in written form, between the parties.
- 7.4 The Supplier must mark its delivery items in such a way that they are permanently identifiable as its products.
- 7.5 For its deliveries and services, and also for deliveries or ancillary services by third parties, the Supplier undertakes to use environmentally friendly products and processes within the scope of economic and technical possibilities. The Supplier is liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage resulting from breach of its statutory disposal obligations, unless the Supplier is not responsible for this.
- 7.6 The Supplier is obliged to supply applicable safety data sheets with the delivery. To the statutory extent, it shall indemnify us against recourse claims by third parties if it fails to provide the safety data sheets or provides these late. The same applies to subsequent changes. In cases of fault-based liability, this shall not apply where the Supplier is not at fault.
- 7.7 If the type and scope of inspections as well as the inspection equipment and methods have not been firmly agreed between the Supplier and us, we are prepared, at the Supplier's request and within the scope of our knowledge, experience and possibilities, to discuss the inspections with the Supplier in order to determine the respectively required state of inspection technology. In addition, at the Supplier's request, we will inform the Supplier of relevant safety regulations insofar as they are accessible to us.

## **8. Inspection, Notice of Defects, Acceptance**

- 8.1 The statutory provisions (Sections 377, 381 of the German Commercial Code, HGB) apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: The duty to inspect and give notice of defects begins only when the delivery has arrived at the contractually agreed destination. If acceptance is required under statutory provisions or contractual agreements, there is no duty to inspect. Our inspection of deliveries is limited to defects that become apparent during our incoming goods inspection by external examination, including the delivery documents (identity, quantity and obvious transport damage), or that are identifiable during our quality control by random sampling. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our duty to give notice of defects discovered at a later point of time remains unaffected. Notwithstanding our duty to inspect, our notice (notice of defects) shall in any event be deemed without undue delay and timely, if it is sent within a period of 5 working days after discovery of the defect or, in the case of obvious defects, after delivery. The Supplier waives the objection of late notice of defects to this extent. In drop shipment transactions, the customer's notice shall be decisive. The Supplier bears the costs and risk of returning defective delivery items. The issue of an acknowledgement of receipt is deemed solely to confirm receipt of the goods and not to acknowledge fulfilment in accordance with the contract.
- 8.2 Acceptance dates agreed for individual cases must, if not already specified in the order, be stated as binding no later than one week in advance.

## **9. Defect Rights, Limitation**

- 9.1 For our rights in the event of material defects and defects of title in the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier, the statutory provisions apply as well as, solely in our favour, the following supplements and clarifications.

- 9.2 Under the statutory provisions, the Supplier is liable in particular for ensuring that the goods have the agreed quality at the time risk passes to us. In any event, those product descriptions which - in particular by designation or as referenced in our order - are the subject matter of the respective contract or have been incorporated into the contract in the same manner as these Terms and Conditions of Purchase shall be deemed an agreement on quality. It is irrelevant whether the product description originates from us, the Supplier or the manufacturer.
- 9.3 We are not obliged to inspect the goods or to make special enquiries about any defects at the time of concluding the contract. In partial derogation from Section 442 (1) sentence 2 BGB, we therefore retain unrestricted defect claims even if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 9.4 Subsequent fulfilment also includes the removal of the defective goods and their reinstallation, provided that the goods, according to their nature and intended use, were installed in or attached to another item before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, travel, labour and material costs and, where applicable, removal and installation costs, shall be borne by the Supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of an unjustified request for defect remedy remains unaffected; in this respect, however, we are liable only if we recognised or failed to recognise, due to gross negligence, that there was no defect.
- 9.5 Notwithstanding our statutory rights and the provisions in 8.1, the following applies: If the Supplier does not meet its obligation to provide subsequent fulfilment - at our option by remedying the defect (repair) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the Supplier of the expenses required for this purpose or an appropriate advance payment. If subsequent fulfilment by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we will notify the Supplier of such circumstances without undue delay, and where possible in advance.
- 9.6 In all other respects, in the event of a material defect or defect of title, we are entitled under the statutory provisions to reduce the purchase price or to withdraw from the contract. In addition, we are entitled under the statutory provisions to damages and reimbursement of expenses.
- 9.7 The reciprocal claims of the contracting parties become time-barred in accordance with the statutory provisions unless otherwise provided below.
- 9.8 In derogation from Section 438 (1) no. 3 BGB, the general limitation period for defect claims is 3 years from the passing of risk. If acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for surrender (Section 438 (1) no. 1 BGB) remains unaffected; in addition, claims arising from defects of title shall in no event become time-barred for as long as the third party can still assert the right against us, in particular because it is not time-barred. The limitation periods under sales law, including the aforementioned extension, apply - to the statutory extent - to all contractual defect claims. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law in individual cases leads to a longer limitation period.
10. **Liability, Indemnification, Insurance Cover**
- 10.1 If the Supplier is responsible for product damage, it must indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organisation and it itself is liable externally. Within the scope of its indemnification obligation, the Supplier must reimburse expenses pursuant to Sections 683, 670 BGB that arise from or are in connection with claims asserted by third parties, including recall campaigns carried out by us. We will inform the Supplier - insofar as possible and reasonable - of the content and scope of recall measures and give it the opportunity for comment. Further statutory claims remain unaffected.

- 10.2 The Supplier undertakes to maintain business and product liability insurance (including extended product liability insurance) with coverage of at least 2.5 million € each for personal injury, property damage and product-related financial losses, maximized twice per year, as well as general or motor-vehicle recall-cost insurance with coverage of at least 2.5 million €, maximized once per insurance year. At our request, the Supplier shall provide us with a corresponding confirmation from the insurer (Certificate of Insurance).
- 11. Social Responsibility and Environmental Protection**  
The Supplier undertakes to comply with the applicable statutory regulations on dealing with employees, environmental protection and occupational safety and to work towards reducing adverse effects on people and the environment in its activities.
- 12. Intellectual Property Rights, Indemnification**
- 12.1 The Supplier is liable for claims arising, when the delivery items are used in accordance with the contract, from infringement of intellectual property rights and applications for such rights (intellectual property rights). This does not apply if the Supplier is not responsible for the infringement.
- 12.2 It shall indemnify us and our customers against all claims arising from the use of such intellectual property rights unless it is not responsible for the infringement. This is the case, for example, insofar as the Supplier has manufactured the delivery items in accordance with drawings, models or other equivalent descriptions or details provided by us and neither knows nor, in connection with the products developed by it, is required to know that intellectual property rights are thereby infringed.
- 12.3 The contracting parties undertake to inform each other without undue delay of any risks of infringement and alleged cases of infringement that become known and to give each other the opportunity to jointly counter such claims.
- 12.4 At our request, the Supplier will notify us of the use of published and unpublished own and licensed intellectual property rights and applications for such rights in the delivery item.
- 13. Retention of Title**  
Transfer of ownership of the goods to us must take place unconditionally and without regard to payment of the price. However, if in an individual case we accept an offer by the Supplier to transfer ownership conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, even before payment of the purchase price, we remain authorized to resell the goods with advance assignment of the claim arising therefrom (subsidiary application of simple retention of title and retention of title extended to resale). Excluded in any event are all other forms of retention of title, in particular expanded retention of title, forwarded retention of title and retention of title extended to further processing.
- 14. Use of Production Equipment, Insurance, Incoming Goods Inspection**
- 14.1 If the order includes assumption of tool or model costs, it is agreed that tools and models are our property. Models, dies, templates, samples, tools and other production equipment, as well as confidential information made available to the Supplier or paid for by us, may be used for deliveries to third parties only with our prior written consent. The production equipment provided to the Supplier or manufactured according to our specifications may not, without our express written consent, be duplicated or sold, transferred by way of security, pledged or otherwise passed on, nor used in any way for third parties. The same applies to delivery items manufactured with the aid of this production equipment. The Supplier is obliged to use these items exclusively for the manufacture of the contractual products ordered by us.
- 14.2 The Supplier is obliged to insure the items belonging to us at replacement value, at its own expense, against damage caused by fire, water, storm, burglary and vandalism. At the same time, the Supplier hereby assigns to us the claims for compensation under this insurance, and we hereby accept the assignment. The Supplier is obliged to carry out any necessary maintenance and inspection work as well as all servicing and repair work on our items in good time and at its own expense.
- 14.3 If we provide items ourselves, we reserve title to them. Contractually agreed processing or transformation by the Supplier is carried out on our behalf. If our reserved goods are processed, combined or mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of our item to the other items at the time of processing, combining or mixing. If processing, combining or mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it is deemed agreed that the Supplier transfers co-ownership to us on a pro rata basis. This provision also applies if we refuse acceptance due to late or defective delivery or if we refrain from placing further orders. In such cases, the provided items must be made available to us free of charge.
- 14.4 As soon as the Supplier recognises that it will incur additional expenses due to material defects and dimensional deviations in the raw materials provided, it must notify us before further processing and obtain our decision on this.
- 14.5 The Supplier is obliged to inspect provided items when handed over for obvious defects, such as identity, quantity and transport damage, and to notify us of defects without undue delay. Defects in the provided items discovered during processing must be notified to us without undue delay after discovery of the defect. Further processing must be discontinued until we issue further instructions.
- 15. Confidentiality, Disclosure or Transfer to Third Parties, Provision of Documents**
- 15.1 Confidential information means, regardless of whether it is designated as 'confidential' or not, all information (including business and trade secrets, records and know-how, process descriptions, formulas, analysis methods, drawings and other details provided by us to the Supplier for the manufacture of the delivery, or drawings prepared by the Supplier according to special details from us, which become known to them through the business relationship) that relates to one of the parties or an affiliated company and is made accessible to the other party or is otherwise disclosed to the other party.  
This includes information and data in any form (e.g. written, on data carriers, in electronic form or verbally), including all information that can be developed or derived therefrom. The contracting parties undertake to treat all confidential information as strictly confidential unless it is publicly known or has been made publicly accessible by the disclosing party, or unless there is an obligation to disclose due to statutory provisions or an order of a competent court or authority. All confidential information and documents made accessible by the disclosing party may be made available by the receiving party only to those persons whose involvement is necessarily required for their use for the purpose of manufacture and delivery to us and who have been correspondingly obliged to maintain confidentiality. The party providing the confidential information owns all ownership, license and exploitation rights in its confidential information and reserves all rights therein. The receiving party will take appropriate precautions to protect the information, at least comparable to those with which it protects sensitive information about its own company.
- 15.2 The respective receiving party may use confidential information only for collaboration with the disclosing party.
- 15.3 The parties are also obliged to maintain the confidentiality of the documents and information in the pre-contractual stage, and after completion of the individual orders for a period of 5 years. At the request of the disclosing party, but no later than after order completion, all items, records, files and documents provided by that party, including any copies made, must be returned in full to the other party or destroyed following agreement with us. This does not apply to copies that must be retained by law, under the rules of a stock exchange, by order of a competent court or competent authority or other public-law institution, or to copies that qualify as routinely created backup copies of electronic data traffic and automated electronic backup systems and whose deletion would be possible only with disproportionate effort. The confidentiality obligation continues to apply to such confidential information.
- 15.4 Reproduction is permitted only within the scope of operational requirements and copyright provisions. Disclosure to third parties may take place only with prior written consent given by the disclosing party.
- 15.5 The Supplier must ensure that its subcontractors undertake corresponding obligations. It may advertise its business relationship with us only with prior written consent.

- 15.6 Drawings, tools, samples, models, trademarks and mockups or similar items, as well as finished products and semi-finished products provided by us or manufactured on our behalf, remain or become our property and may be delivered to third parties only with our express prior written consent. Subject to agreements to the contrary and in individual cases, they must be returned to us immediately upon completion of the order without our specific request. Products manufactured or marked using such production equipment, trademarks and mockups may be delivered to third parties only with our express prior written consent.
- 15.7 A transfer of the order to third parties without our consent is prohibited. If we give our consent, the Supplier is obliged to subject the received relevant deliveries and services to an incoming goods inspection pursuant to Section 377 HGB, irrespective of whether it may only be an intermediary.
- 15.8 The Supplier is liable for all damages incurred by us as a result of breach of any of the aforementioned obligations, unless the Supplier is not responsible for this.
- 15.9 Documents of all kinds that we require for use, operation, processing, maintenance, storage and transport must be provided by the Supplier in good time, without request and free of charge.

**16. Place of Jurisdiction, Place of Fulfilment, Applicable Law, Invalidity of a Provision**

- 16.1 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, our registered office shall be the exclusive place of jurisdiction, including international jurisdiction, for all disputes arising from the contractual relationship. We are also entitled to bring action at the Supplier's registered office. Overriding statutory provisions, in particular regarding exclusive jurisdictions, remain unaffected.
- 16.2 The place of fulfilment is the place to which the goods are to be delivered as specified in the order.
- 16.3 For all legal issues between the Supplier and us, even if the Supplier has its registered office abroad, the law of the Federal Republic of Germany applies exclusively, excluding conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.4 If individual parts of these Terms and Conditions of Purchase are invalid, the validity of the remaining provisions shall not be affected.