

General Terms and Conditions of Purchase for Deliveries and Services

Last updated: 06/2023

1. INTRODUCTORY NOTES

1.1 Contractual bases

The General Terms and Conditions of Purchase shall apply to all orders and contracts placed. Any general terms and conditions of the supplier (hereinafter referred to as the "Contractor") that conflict with or deviate from these General Terms and Conditions of Purchase shall only apply if and insofar as MLOG Logistics GmbH (hereinafter referred to as the "Purchaser") accepts them in writing.

The acceptance of any goods or services of the Contractor or their payment by the Purchaser shall not constitute consent, even if the acceptance or payment is made by the Purchaser in the knowledge of conflicting or supplementary contractual terms and conditions of the Contractor. Similarly, any previously agreed terms and conditions of the Contractor which conflict with or supplement these General Terms and Conditions of Purchase shall no longer be recognised.

Legally relevant declarations and notifications by the Seller Contractor with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form.

1.2 Contract conclusion

Orders, agreements as well as supplements and amendments shall only be binding if they are placed or confirmed by the Purchaser in writing.

1.3 Inadmissible advertising

It is not permitted to use enquiries or order letters for reference or advertising purposes.

1.4 Treatment of provided drawings, models and tools

All drawings and other written documents, models and tools provided for the execution of an order shall remain the property of the Purchaser and shall be returned free of charge after the execution of the order.

The above-mentioned drawings and other documents as well as the drawings and documents created by the Contractor according to the Purchaser's specifications may not be used, reproduced or made accessible to third parties without the prior consent of the Purchaser. The Contractor shall be liable to the Purchaser for all damage resulting from non-compliance.

The Contractor's liability for defects and warranty obligations regarding the contractual object shall not be affected by the Purchaser's consent to drawings and calculations and other technical documents. This shall also apply to suggestions and recommendations of the Purchaser accepted by the Contractor.

1.5 Spare parts

The Contractor shall ensure that the technical status of spare parts to be delivered by them remains compliant with the currently owed status of the delivery until the limitation period for claims for defects expires. In addition, the Contractor shall keep such parts in stock for the expected period of use of the contractual object, i.e. at least until the expiry of the limitation period for claims based on defects.

2. GUIDELINES ON TRANSPORT

2.1 Shipment of dangerous goods

The Purchaser assumes that the Contractor, as distributor of the goods, has comprehensive knowledge of the possible dangers of their goods during shipment, packaging, storage, etc. Prior to order placement, the Contractor shall therefore check whether the goods specified in the order are to be classified as dangerous goods (e.g. paints, adhesives, chemicals or flammable, oxidising, explosive, combustible, toxic, radioactive, corrosive or self-heating goods). In such cases, the Contractor shall immediately inform the Purchaser in detail. However, the Contractor shall provide the Purchaser with the relevant product information - at least safety data and accident information sheets - as well as the type and quantity per delivery container at the latest with the "order confirmation". The declaration, labelling and packaging shall be carried out in accordance with the latest version of the nationally and internationally applicable regulations and shall be provided with the prescribed, legally binding signed dangerous goods declarations.

Applicable regulations:

Sea freight:

IMDG Code	International Maritime Dangerous Goods Code
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GGV See	Ordinance on the Transport of Dangerous Goods by Sea
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Air freight:

IATA-DGR	International Air Transport Association Dangerous Goods Regulations
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IATA Regulations on the Transportation of Dangerous Goods by Air

CAO-TI	International Civil Aviation Organization Technical Instructions ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air
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GGV-Air	in preparation
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Rail:

RID	International Regulations concerning the Carriage of Dangerous Goods by Rail
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Road:

ADR	European Agreement concerning the International Carriage of Dangerous Goods by Road
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Road/ Rail/ Inland waterways:

GGVSEB	Ordinance on the Domestic and International Transport of Dangerous Goods by Road, Rail and Inland Waterways (Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways)
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Deviating or additional regulations of the country of destination - if stated in the order - shall also be taken into account.

2.2 Additional cost/time or damage due to incomplete or incorrect information

If the late and/or incorrect or incomplete transmission of documents to be submitted results in increased costs/time involvement for the Purchaser, this shall be invoiced to the Contractor as a lump-sum administrative fee of EURO 125. We reserve the right to assert claims for further damages.

Furthermore, the Contractor shall be responsible for all damages that occur as a result of the provision incorrect information or because the regulations to be observed in the handling (packaging, shipping, storage, etc.) of dangerous goods have not been observed.

2.3 Export authorisation requirement, export control and customs

On the basis of the Foreign Trade and Payments Act (AWG), the War Weapons Control Act (KrWaffKontrG) as well as similar laws, the Contractor shall inform the Purchaser within the scope of the implementation provisions upon submission of the offer, however at the latest prior to conclusion of the contract, whether the goods to be supplied are subject to export authorisation requirements and/or restrictions on (re)exports.

The Contractor is also obligated to notify the commercial origin of the goods. In addition, the Contractor is obligated, in the case of deliveries of goods across customs borders, to enclose all necessary documents such as commercial invoice, delivery note and the information required for a complete and correct import customs declaration with the delivery and to provide all necessary support to reduce or minimise payment obligations with regard to customs duties and/or costs for customs clearance.

3. DATES

3.1 Delivery dates

Agreed dates and deadlines are binding. The receipt of the goods at the Purchaser's site or the agreed delivery address (place of delivery) shall be relevant for compliance with the delivery date or delivery period.

If the Contractor becomes aware that it will probably not be possible to meet the agreed deadlines, the Contractor shall notify the Purchaser thereof in writing without delay, stating the expected duration of the delay. Early delivery or performance and partial delivery or performance shall require the Purchaser's consent.

3.2 Rights and claims prior to the due date

The Purchaser has the right to withdraw from the contract in whole or in part even before the delivery or service is due if it is clear that the Contractor will not complete the delivery or service on time even if the Purchaser would grant a reasonable period of grace. In addition, the Purchaser shall be entitled to claim compensation from the Contractor in lieu of performance if it is clear that the Contractor will not complete the delivery or service on time within a reasonable period of grace.

3.3 Notification and liability in case of missed deadlines

If the Contractor anticipates difficulties with regard to production, the supply of input materials, compliance with the delivery date or similar circumstances which could prevent them from delivering on time or in the agreed quality, the Contractor shall notify the Purchaser without delay.

If the Contractor fails to meet the agreed dates or deadlines, the legal consequences shall be governed by the statutory provisions, in particular the obligations to pay compensation in the event of delay.

3.4 Delayed delivery

The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims for compensation to which we are entitled on account of the delayed delivery or service; this shall apply until full payment of the remuneration owed by the Purchaser for the relevant delivery or service.

Further rights and claims in the event of missed deadlines

After expiry of a reasonable grace period set by them or if the Purchaser is no longer interested in the delivery as a result of the delay, the Purchaser may have the delivery not yet completed by the Contractor carried out by a third party at the Contractor's expense, in addition and without prejudice to their other rights.

If documents in the possession of the Contractor are required for this, the Contractor shall provide these to the Purchaser without delay. Insofar as industrial property rights impede performance by the third party, the Contractor shall be obligated to promptly initiate a corresponding release from these rights.

4. CONTRACTUAL PENALTY FOR MISSED DEADLINES

If a contractual penalty has been agreed for the non-observance of deadlines and if the Contractor is in default, they shall be obligated to pay the agreed contractual penalty starting from the time of the default. The Purchaser shall not be obligated to reserve the right to claim the contractual penalty upon acceptance of the goods or acceptance of the performance but may still offset it against the amount of the final invoice. The claim to a contractual penalty shall remain with the Purchaser even if, after the claim has arisen, the Purchaser withdraws from the contract or has the delivery or service owed carried out by a third party. Further claims and rights of the Purchaser resulting from the failure to meet deadlines remain unaffected by this.

5. REMUNERATION, EXCESS OR SHORT DELIVERY

5.1 Prices

The agreed prices are fixed prices.

5.2 Pricing

Prices are quoted free to the place of use including packaging and freight costs. The agreement on the place of performance shall not be affected by the method of pricing.

5.3 Insurance

The Purchaser shall only bear the costs of insurance incurred by the Purchaser if this has been agreed with the Purchaser in writing in advance.

5.4 Excess and short deliveries

The Purchaser reserves the right to acknowledge excess or short deliveries in individual cases.

6. PAYMENT

6.1 Payment terms

Payment shall be made on the payment dates stated in the order via the means of payment of the Purchaser's choice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline. The payment terms shall commence upon the receipt of a verifiable and proper invoice, but not before receipt of a defect-free and complete delivery and, if documentation and test certificates are part of the scope of performance, not before they are handed over to the Purchaser in accordance with the contract. If payment cannot be made on time due to improper delivery documents or incomplete invoice details or if details required for by law are missing, payment and discount periods shall only

commence from the time such issues have been clarified and the invoice has been corrected by the Contractor.

6.2 Advance payments

Agreed advance payments shall be made by the Purchaser against invoice in accordance with the provisions of value added tax law and upon presentation of an advance payment security to be agreed. Even in the case of advance payments, the Contractor shall list and account for all services in a final invoice.

6.3 Payment under reservation

The payment of invoices shall not be construed as an acknowledgement of any claims of the Contractor which have not yet been verified.

7. ASSIGNMENT OF CLAIMS

Claims of the Contractor against the Purchaser may only be assigned to third parties or collected by third parties with the prior written consent of the Purchaser. The Purchaser may not refuse consent on unreasonable grounds.

8. RETENTION OF TITLE

The Purchaser objects to all retention of title provisions that exceed a simple retention of title. They require prior written agreement on a case-by-case basis. We shall remain entitled to resell the goods in the ordinary course of business even before payment of the corresponding remuneration, with advance assignment of the arising claim. Should it nevertheless be the case that sub-suppliers assert property rights, co-ownership rights or rights of lien vis-à-vis the Purchaser or have compulsory enforcement measures carried out, the Purchaser shall be entitled to a claim against the Contractor for any and all damages arising from this.

9. DEFECT-RELATED RIGHTS

9.1 Scope of defect-related rights

The Contractor owes defect-free deliveries and services. In particular, the deliveries must have the agreed qualities as well as features and values guaranteed by the Contractor and must comply with the intended use, the latest state of the art technology at the time of handover or acceptance and the relevant provisions of authorities and trade associations.

9.2 Individual claims for defects

The Purchaser shall have the right to subsequent performance by way of repair or new or replacement delivery at their discretion as well as to compensation for damages in accordance with the statutory provisions. The Contractor shall also bear the expenses necessary for subsequent performance, in particular the costs of removal and installation. If the supplementary performance has not been carried out within the reasonable period set by the Purchaser, if it has failed or if the setting of a deadline was dispensable, the Purchaser may also withdraw from the contract or reduce the remuneration. In accordance with the statutory provisions, the Purchaser may also claim damage compensation, including in lieu of performance, and reimbursement of futile expenses. If the Purchaser is entitled to warranty claims which exceed the statutory rights in respect of defects, these shall remain unaffected by this.

9.3 Rights of recourse

In addition to the claims for defects, we shall be entitled to our statutory rights of recourse within a supply chain without restriction. In particular, we are entitled to demand that the supplier provide us with exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice shall not be restricted by this. Our rights of recourse shall also apply if the goods have been further processed by us or one of our customers, e.g. by incorporation into another product, prior to selling them.

9.4 Limitation

Claims for defects shall become statute-barred - except in cases of fraudulent intent - after 36 months, unless longer statutory limitation periods apply (e.g. in the case of buildings or in the case of products supplied which are used for a building in accordance with normal use), which shall take precedence. The limitation period commences upon delivery of the contractual object (transfer of risk).

If the Contractor fulfils their obligation of subsequent performance by means of a replacement delivery, the limitation period shall start anew for the goods delivered as replacement after their delivery, unless the Contractor has expressly and appropriately reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

9.4 Self-remedy

If the Contractor fails to fulfil their obligation of subsequent performance within a reasonable period of time or if subsequent performance is unreasonable for the Purchaser, e.g. for reasons of risk to operational safety, imminent occurrence of disproportionate damage or special urgency, the Purchaser may take the necessary measures at the expense and risk of the Contractor. The Contractor shall be informed of such circumstances without delay, if possible beforehand. This shall in no way affect the obligation to ensure a final remedy of the defect.

9.5 Period for giving notice of defects

Upon receipt of the goods, the Purchaser shall only inspect the goods with regard to obvious damage, in particular transport damage, deviations in identity and quantity of the delivery.

The Purchaser has the right to give notice of defects within ten calendar days after receipt of the goods, in the case of hidden defects or defects not easily detectable by visual inspection within ten calendar days after discovery. In this respect, the Contractor waives the objection of delayed notification of defects.

10. LIABILITY

10.1 General liability

The Contractor's liability shall be governed by the statutory provisions.

10.2 Product liability

The Contractor shall indemnify the Purchaser against all claims arising from non-contractual product liability which are attributable to a defect in the product/part product supplied by it, irrespective of whether the Contractor is the manufacturer of the product or the intermediary dealer of a third-party product which is only resold. In cases of fault-based liability, however, this shall only apply if the Contractor is at fault. If the cause of the damage lies within the Contractor's sphere of responsibility, the Contractor must prove that they are not at fault.

Under the same conditions, they shall also be liable for any damage incurred by the Purchaser as a result of reasonable precautionary measures in terms of type and scope against a claim arising from non-contractual product liability, e.g. through public warnings. This shall not affect the Purchaser's right to assert own claims against the Contractor.

10.3 Liability for environmental damage

The Contractor shall be liable for any and all damage incurred by the Purchaser or third parties resulting from a violation of the Contractor or their vicarious agents against provisions of the Immission Control Act, the Waste Oil Act, the Water Management Act and the Waste Disposal Act as well as the ordinances issued in this respect or other laws and regulations related to deliveries and services. **The Contractor shall indemnify the Purchaser against all third-party claims which may be asserted against the Purchaser in the event of such a violation.**

10.4 Liability for compliance with statutory provisions for the protection of the environment and respect for human rights within the supply chain, obligations to notify and provide information

The Supplier undertakes to ensure that the applicable statutory provisions and internationally recognised standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labour and discrimination, regulations on minimum wages as well as occupational safety and fundamental rights of employees and on environmental protection, are complied with throughout the supply chain of the deliveries and services. At the request of the Purchaser, the Contractor shall provide proof of compliance with these obligations by procuring and transmitting suitable documents. **The Contractor shall indemnify the Purchaser against all claims of third parties which are directed against the Purchaser in the event of such a violation (e.g. fines).**

In the event of a suspected violation of statutory regulations on environmental protection, health and safety at work and the protection of human rights, the Contractor shall immediately clarify possible violations and inform the Purchaser of the clarification measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the Contractor must inform the Purchaser of the internal measures it has taken to prevent future violations within a reasonable period of time. **If the Contractor fails to comply with these obligations within a reasonable period of time, the Purchaser reserves the right to withdraw from contracts with the supplier or to terminate them with immediate effect (without notice).**

10.5 Obligation to take out insurance

The Contractor undertakes to insure themselves to a sufficient extent against all risks based on their liability. Upon request, they shall provide evidence of their insurance cover to the Purchaser.

11. DETERIORATION OF FINANCIAL SITUATION, INSOLVENCY, OTHER IMPORTANT REASONS

In addition to the other rights and claims to which the Purchaser is entitled, they may withdraw from or terminate the contract in the event of

- a substantial deterioration in the financial situation of the Contractor
- and/or cessation of payments by the Contractor
- and/or the Contractor's own application for the institution of insolvency proceedings - and/or the institution of insolvency proceedings against the Contractor's assets or the failure to institute insolvency proceedings for lack of assets
- as well as in other cases based on an important reason

either in whole or in part. In such cases, the Purchaser shall be entitled to demand from the Contractor to return of all items and documents belonging to the Purchaser. In addition, the Purchaser shall be entitled to demand the return of all deliveries or services, whether completed or not, which are affected by the declaration of withdrawal or termination, in whole or in part from the Contractor in return for pro rata remuneration; the Contractor shall be obligated to return these to the Purchaser without delay and to transfer ownership to the Purchaser. In such cases, the Contractor shall not be entitled to any claims for damage compensation or any further claims for remuneration against the Purchaser.

12. RIGHT OF USE AFTER WITHDRAWAL OR TERMINATION

Should the Purchaser exercise any right of withdrawal or termination to which they are entitled, the relevant equipment or parts thereof shall remain at the disposal of the Purchaser or the end customer free of charge until an adequate replacement has been procured. The Contractor shall bear the costs incurring for any dismantling and removal of the plant part.

13. INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES

The Contractor shall ensure that the Purchaser does not infringe any copyrights, patents or other industrial property rights of third parties by using the Contractor's deliveries or services in accordance with the contract. **The Contractor shall indemnify the Purchaser against all claims made against them for infringement of a domestic industrial property right or, if they were aware of the use abroad, also for infringement of a foreign industrial property right.** The Contractor shall bear any licence fees, expenses or costs incurred by the Purchaser in order to prevent or

remedy any infringement of industrial property rights if such costs arise from the fact that the Contractor has failed to secure the rights necessary for the use of the industrial property rights for the Purchaser in accordance with the contract.

14. SUBCONTRACTS

The Contractor shall not subcontract the execution of the orders or any material part thereof to any third party without the prior written consent of the Purchaser. The Purchaser shall not withhold such consent on unreasonable grounds.

15. ACCESS TO PRODUCTION FACILITIES

The Purchaser shall have the right, in the case of orders which are processed according to the Purchaser's customised specifications, to be granted access to the Contractor's production facilities and to a contact person for queries relating to the processing of the order, subject to prior agreement with the Contractor. The Contractor undertakes to obtain consent from their suppliers so that the Purchaser can also exercise this right there.

Sections 16 to 19 shall apply in addition for machinery, mechanical systems as well as for assembly, commissioning and similar services:

16. CONTRACTOR' SCOPE OF DELIVERY AND PERFORMANCE

16.1 Scope and execution for the delivery of machinery and mechanical systems

The Supplier shall deliver the machinery or mechanical systems with all parts necessary for their proper operation in compliance with all guaranteed qualities and other features and values, including the pertaining documentation. Machine elements and parts shall be designed and arranged in such a way that they can be easily and quickly maintained, inspected and replaced. Acceptance of the Purchaser's requests shall not release the Contractor from their contractual responsibility.

16.2 Scope of performance

Services owed by the Contractor shall be performed in accordance with the order and in full, including the relevant documentation. The Contractor shall carry out the work under their own responsibility, even if they take into account the Purchaser's requests. Prior to carrying out the service, the Contractor shall seek information on the conditions at the installation/assembly site. In particular, they shall familiarise themselves with the climatic and environmental conditions. They shall take these into account when organising the order processing in order to ensure that the work can be carried out on schedule. During the execution of the services, the Contractor shall be subject to a special duty of care with regard to environmentally hazardous substances. If the Contractor finds pollutants, no matter whether in the ground, in buildings or containers, or if such are suspected due to the local conditions or in any other way, this shall be communicated to the Purchaser immediately and in writing and the Purchaser shall be given the opportunity to investigate the situation and take suitable measures.

16.3 Modification services and additional services

The Purchaser shall be entitled to demand modification services or additional services. They shall have the right to order such services to be performed by the Contractor even if the change to the agreed price or additional remuneration has not been agreed upon. At the request of the Purchaser, the Contractor shall submit a verifiable quotation for the requested modification or additional services.

17. WORK ON THE PURCHASER'S PREMISES AND CONSTRUCTION AND ASSEMBLY SITES

17.1 Preparatory services

Prior to commencement of installation or assembly work, the Contractor shall inspect the site with regard to foundations, connections, surveying and other relevant environmental conditions in order to ensure that their services are free from defects.

17.2 Responsibility, replacement of personnel

The presence of the Purchaser's assembly supervisor at the assembly site shall not relieve the Contractor of their responsibility for their work. The Contractor shall appoint a competent and experienced assembly supervisor for the assembly site and provide them with the necessary powers of attorney. Before the assembly supervisor is replaced, the Purchaser shall be informed without delay. The Purchaser shall have the right to demand the replacement of employees who prove not to be competent or who endanger operational safety.

17.3 Arrangements

Direct arrangements and agreements between the Contractor, the Purchaser's customer and third parties in matters relating to the execution of the contract shall not be effective without the Purchaser's consent.

17.4 Coordination of services

The Contractor shall coordinate the performance of their services with other contractors at the place of performance to the extent required by the overall execution of the works or as requested by the Purchaser. In doing so, due care shall be taken to ensure that mutual interests are safeguarded. The Purchaser has the right to demand the joint use of scaffolding, equipment etc. of the Contractor by Purchaser or third parties against appropriate remuneration.

17.5 Safety measures

The performance of work on the Purchaser's premises/construction site(s) shall be coordinated in good time with the responsible technical officer of the Purchaser. In addition, the Contractor shall contact the responsible occupational safety specialist of the Purchaser to obtain information about any local hazards and then coordinate the necessary safety measures with them. The Contractor shall ensure that their employees and those of their subcontractors behave in a safety-conscious manner and wear the mandatory hazard-related protective equipment. The Contractor shall appoint a safety officer for the assembly period.

17.6 Fire protection

The Contractor shall comply with all fire protection regulations applicable to the place of performance. They shall report to the fire service for the Purchaser's premises/construction site(s) and coordinate the necessary fire protection measures. If work involving a risk of fire cannot be avoided on or in the vicinity of systems at risk of fire and/or explosion, such as oil tanks, cable installations, etc., such work may only be carried out with the approval of the fire service for the Purchaser's premises/construction site(s).

17.7 Personnel of the Contractor

The Contractor shall provide the Purchaser with a list of the names of all persons they intend to employ on the Purchaser's premises/construction site(s). The list shall always be kept up to date. Upon request, the Contractor provide the Purchaser with proof that such persons are covered by social security as required by law. The Contractor shall observe and comply with all statutory provisions applicable at the time of the performance of their services at the assembly site, in particular in the case of employment of foreign workers. They shall instruct the personnel employed by them accordingly. The Contractor shall indemnify the Purchaser against any consequences, in particular claims, arising from non-compliance with such regulations. The Contractor may only use subcontractors for work on the Purchaser's premises/construction site with the prior written consent of the Purchaser. The Purchaser's consent may not be refused for unreasonable reasons. In cases of danger to operational safety or for other good cause, the Purchaser shall have the right to deny the Contractor or its subcontractors access to the premises/construction site(s).

17.8 Conduct at the place of performance, items brought onto the site

The Contractor shall ensure that their employees and those of their subcontractors comply with the Purchaser's instructions regarding the maintenance of order and safety and submit to the usual control procedures at the place of performance.

All items brought onto the Purchaser's premises/construction site(s) shall be subject to the control of the Purchaser. The Contractor shall clearly mark any items which it intends to bring onto the Purchaser's premises/construction site(s) in advance with the Contractor's name or company logo. Prior to delivery and removal, a list of such items shall be presented to and deposited with the assembly supervisor of the Purchaser for signing.

The Purchaser shall not be liable for theft of or damage to items brought onto the Purchaser's premises/construction site(s) by the Contractor. The Contractor shall refrain from putting up construction site signs unless the Purchaser expressly requests this.

18. PERFORMANCE OF DELIVERY / SERVICE

18.1 Performance of acceptance

If acceptance is provided for by law or agreed, the acceptance date shall be mutually agreed upon written request of the Contractor unless other acceptance conditions are set out. Assumed acceptance as well as tacit or implied acceptance are excluded. The result of the acceptance shall be recorded in an acceptance protocol. The transfer of risk shall not take place before confirmation of successful acceptance by the Purchaser. Acceptance cannot take place in any other way, in particular not by means of tests, intermediate tests, issuing of certificates or proof of work. Using the goods shall also not constitute acceptance, insofar as the goods are used in order to carry out acceptance tests and/or is necessary in order to carry out any further work that may be required. If the Purchaser or the acceptance authority have already identified material defects prior to acceptance which have not yet been remedied, the Purchaser may postpone an acceptance date already scheduled until the defects have been remedied, without prejudice to any other rights and claims of the Purchaser. The commissioning of the completed work or parts thereof by the Purchaser or its end customer shall not constitute acceptance. Joint findings of condition as a result of refused acceptance and unilateral findings of condition by the Contractor shall not replace the required formal acceptance and shall not have the legal effects of an acceptance.

18.2 Costs of acceptance

The Contractor shall bear the material-related costs of acceptance. The Purchaser and the Contractor shall each bear their own acceptance costs.

18.3 Liability for defects after acceptance and limitation period

The limitation period for claims for defects shall be 36 months, unless a longer period provided by law applies. In all cases, the period shall commence upon acceptance. If defects occur within the first twelve months after the commencement of the limitation period, it shall be presumed that these were already present at the time of the transfer of risk. In all other respects, Section 10.5 of the General Terms and Conditions of Purchase shall apply.

18.4 Provisions on special liability

The Contractor shall indemnify the Purchaser against all public and private law claims of third parties to which they are entitlement in connection with the execution of the order by the Purchaser. The obligation to indemnify against third-party claims shall also apply in the event of damage caused by the Contractor to public or private facilities (e.g. supply lines) during the execution of the work. If the Contractor becomes aware that damage is occurring during the execution of the order, they shall immediately inform the Purchaser's assembly manager thereof.

19. PAYMENT

Payment shall be made within 30 days after acceptance or, insofar as such has not been agreed or is not provided for by law, after complete performance of the service with a deduction of 2% discount or within 60 days without deduction with means of payment at the discretion of the Purchaser. In all other respects, the provisions set out in Section 6 of these General Terms and Conditions of Purchase shall apply.

20. INVALIDITY

In the event of the invalidity of individual provisions of these General Terms and Conditions of Purchase, this shall not affect the validity of the

remaining provisions. Any invalid contractual provision shall be replaced by the corresponding statutory provision.

21. PLACE OF PERFORMANCE

The place of performance for deliveries and services shall be the place of use stated in the order and for payments the registered office of the Purchaser.

22. PLACE OF JURISDICTION / APPLICABLE LAW

The place of jurisdiction shall be the court with jurisdiction at the Purchaser's registered office. At their own discretion, the Purchaser may, however, also bring legal action against the Contractor at the latter's general place of jurisdiction. The law of the Federal Republic of Germany shall apply.

The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention on Contracts for the International Sale of Goods, CISG) is excluded and to the exclusion of the conflict of laws rules.