



# TIBCHEMICALS

## General Terms and Conditions of Purchase of TIB Chemicals AG (as at 11/2023)

### 1. General information

**1.1** These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ('Seller'). The GTCP only apply if the Seller is a trader (section 14 German Civil Code [*Bürgerliches Gesetzbuch, BGB*]), a legal person under public law or a special fund under public law. The GTCP apply in particular to contracts for the sale and/or delivery of movable property ('Goods'), regardless of whether the Seller produces the Goods itself or buys them in from sub-suppliers (sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version applicable at the time of the purchaser placing the order or, in any case, in the version last confirmed to the Seller in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

**1.2** Individual agreements made with the Seller in individual cases (including collateral agreements, supplements, framework agreements and amendments) shall take precedence over these GTCP. Legally relevant declarations and notifications made by the contracting party in relation to the contract (e.g. the setting of deadlines, reminders, rescission) shall be submitted in writing, unless otherwise agreed or prescribed. Subject to any proof to the contrary, the content of such agreements and declarations shall be governed by a written contract, written transmission or our written confirmation. The written form shall also be complied with by transmission by fax or email. Statutory formal requirements and other proof, in particular if there is doubt over the legitimacy of the party making the declaration, shall remain unaffected thereby.

**1.3** These GTCP shall apply exclusively. Any deviating, conflicting or supplementary general terms of business of our contractual partners or third parties shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent applies in any case, for example, even if our contractual partner refers to their general terms of business in the course of the order confirmation and we do not expressly object to them and/or have performed the service as specified in the contract or accepted payments without reservation.

**1.4** References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP. If in doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version applicable at the time of conclusion of the contract.

**1.5** Furthermore, our Code of Conduct for Suppliers applies as well as our other codes of ethics vis-à-vis our contractual partners, all of which are accessible at <https://www.tib-chemicals.com/de/downloads>. The Terms and Conditions and the codes of ethics do not contradict each other; in case of doubt, these Terms and Conditions shall take precedence.

### 2. Order

Our order shall be deemed binding at the earliest upon written submission or confirmation. The contractor shall point out to us any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order, including the order documents, for the purposes of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded. Each order/contract shall be confirmed by the contractor in writing within 3 working days or in particular executed without reservation by dispatching the Goods (acceptance). Any



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verbal collateral agreements shall be recorded in writing. Delayed acceptance is considered a new offer and requires acceptance by us.

### 3. Correspondence

The purchase order number and the material number must be indicated in all the contractor's documents.

### 4. Performance

The contractor should maintain a quality assurance system, e.g. pursuant to DIN ISO 9001 (quality management) and/or DIN ISO 14001 (environmental management). We are entitled to inspect the contractor's system by agreement by way of quality audits or by requesting appropriate documents and proof.

### 5. Subcontractors/Hire agents

**5.1** Engaging subcontractors requires our prior written consent. The contractor shall impose on subcontractors with regard to the tasks it takes on, and ensure compliance with, all obligations incumbent on the contractor vis-à-vis us, in particular the insurance obligations under clauses 15.3 and 17. The contractor undertakes to grant to employees the minimum wage stipulated within the framework of the statutory and collectively agreed regulations, in particular the German Act Regulating a General Minimum Wage [*Mindestlohngesetz, MiLoG*], the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany [*Arbeitnehmerentsendegesetz, AEntG*], and the relevant collective agreements as amended from time to time. The contractor shall provide us with corresponding proof upon request. In addition, it undertakes to comply with all the statutory obligations and to ensure that in particular also the subcontractors commissioned by it and the hire agents commissioned by it or by a subcontractor comply with the legal obligations, in particular those under the German Act Regulating a General Minimum Wage and the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany.

**5.2** The contractor shall indemnify us against all claims, damages and fines as well as any legal prosecution and legal defence costs incurred arising from or in connection with a breach of the provisions of the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany or the German Act Regulating a General Minimum Wage by the contractor or any hire agent commissioned by the contractor or by any subcontractor or any other subsequent subcontractors or hire agents. Any further claims on our part remain unaffected thereby.

### 6. Delivery time and delay in delivery

**6.1** The delivery time stated by us in the order is binding. If the delivery time is not specified in the order and has not otherwise been agreed, it shall be 4 weeks from conclusion of the contract. The Seller is obligated to inform us without delay in writing if it is unlikely to be able to meet the agreed delivery times – for whatever reason.

**6.2** If the Seller does not provide its services or does not do so within the agreed delivery time or if the Seller is in default, our rights – especially to rescission and compensation – shall be determined in accordance with the statutory provisions. The provisions in 6.3 shall remain unaffected thereby.



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**6.3** If the Seller is in default, we may – in addition to further legal claims – demand lump-sum compensation for our default damages in the amount of 1% of the net price per completed calendar week, but in total no more than 5% of the net price of the Goods delivered late. We reserve the right to prove that greater damage has been incurred. The Seller reserves the right to prove that no damage at all or only a significantly smaller amount of damage has been incurred.

## **7. Delivery, shipment, transfer of risk, transfer of ownership and default of acceptance**

**7.1** The contractor shall observe the shipping address specified in the order/contract. When shipping, the relevant tariff, transport and packaging regulations of the railway, road transport, shipping, air transport, etc. shall be observed, especially with regard to any existing customs and hazardous goods regulations. Delivery shall be carried out 'free domicile' within Germany to the place specified in the order. In doing so, the most favourable means of transport for us shall be chosen unless we have expressly specified certain transport requirements. Unless otherwise agreed, delivery shall be carried out within Germany DAP (delivered at place) at the named place of destination (Incoterms 2020) or DDP (delivered duty paid) at the named place of destination in case of delivery from third countries. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our head office in Mannheim, Germany. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to be performed at creditor's habitual residence).

**7.2** The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (item number and quantity), place of delivery, shipping address, if applicable, name of the recipient and material number as well as our order ID (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. Separate to the delivery note, a corresponding dispatch note with the same content shall be sent to us.

**7.3** If subcontractors are used, they shall indicate the contractor as their principal in correspondence and shipping documents, stating the order details.

**7.4** The unit weight shall be affixed to loading units (from 1 t) in a clearly visible and permanent manner.

**7.5** Notwithstanding our further claims, the contractor shall only be entitled to make partial deliveries/performances with our consent.

**7.6** The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If delivery with assembly/service has been agreed, the transfer of risk shall take place after proper execution of the assembly/service and handover.

**7.7** Any default in acceptance on our part is deemed equivalent to handover or acceptance. The occurrence of our default in acceptance shall be governed by the statutory provisions. However, the contractor shall also explicitly offer us its services if a specific or definable calendar date is agreed for an act or cooperation on our part. If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (section 304 BGB). If the contract relates to non-fungible goods that are to be produced by the Seller (one-off production), the Seller shall only be entitled to further-reaching rights if we are obligated to provide assistance and are responsible for the failure to provide the assistance.

**7.8** If acceptance is provided for by law or has been contractually agreed, the transfer of risk shall take place upon our acceptance. In all other respects, the statutory provisions of the law governing contracts for work and services shall apply mutatis mutandis in the event of acceptance. Payment of invoiced amounts shall not replace formal acceptance if such acceptance has been agreed.



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**7.9** The acquisition of title shall be governed by the statutory provisions. The provisions under clause 11 remain unaffected thereby.

## **8. Data on hazardous substances, product information**

**8.1** The delivery items shall be packed, labelled and shipped in accordance with the relevant national and international regulations, in particular pursuant to the provisions of the German Hazardous Substances Ordinance [*Gefahrstoffverordnung, GefStoffV*], the dangerous goods law and the EC/EU directives for hazardous substances/mixtures (including the REACH Regulation, the CLP Regulation).

**8.2** The contractor undertakes to supply us with all necessary product information, in particular on composition and shelf life, e.g. safety data sheets, processing instructions, labelling regulations, assembly instructions, occupational health and safety measures, etc., including any changes thereto, in good time prior to delivery.

## **9. Proof of performance and acceptance**

Any contractually stipulated proof of performance and acceptance shall be carried out for us free of charge and shall be recorded in writing by both parties.

## **10. Weights/Quantities**

Without prejudice to our further claims, in the event of weight deviations, the weight determined by us upon receipt shall apply unless the contractor proves that the weight it calculated was determined correctly at the time of the transfer of risk according to a generally recognised method. This also applies analogously to quantities.

## **11. Secrecy and reservation of title**

**11.1** We reserve title and copyrights to illustrations, plans, drawings, calculations, instructions for use, product descriptions and other documents. These documents shall be exclusively used in connection with the contractual performance and returned to us after fulfilment of the contract. The documents shall be kept confidential vis-à-vis third parties even after termination of the contract. The duty to observe secrecy ceases to apply only if and to the extent the know-how contained in the delivered documents has become common knowledge. Special non-disclosure agreements and statutory provisions on secrecy protection shall remain unaffected thereby.

**11.2** The foregoing provision correspondingly applies also to substances and materials (e.g., software, finished and semi-finished products), as well as to tools, prototypes, samples and other items we provide to the Seller for manufacturing. These items shall be separately stored at the Seller's expense and adequately insured against destruction and loss until they are processed.

**11.3** The Seller shall process, mix or combine (further processing) any provided items on our behalf. This also applies in the case of further processing of the delivered items by us so that we are considered to be the manufacturer and obtain title to the product upon further processing at the latest in accordance with the statutory provisions.

**11.4** Title to the items shall be transferred to us unconditionally and irrespective of the payment of the purchase price. However, if we accept an offer from the Seller providing for a transfer of title on the condition of the payment of the purchase price in a particular case, the Seller's reservation of title expires upon payment of the purchase price for the delivered Goods at the



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latest. We continue to be entitled to resell the Goods in the due course of business even prior to payment of the purchase price by assigning the future claims resulting therefrom (alternatively, application of simple reservation of title extended until resale). Any other forms of reservation of title, particularly the reservation of title extended, passed on, and extended until further processing, are thus excluded in any case.

## **12. Invoice and payment**

**12.1** The price stated in the order is binding. The agreed prices are net prices plus any legally owed value-added tax. In all other respects, the provisions of clause 2 of these GTCP shall apply.

**12.2** Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs, including any transport and liability insurance).

**12.3** The contractor shall issue an auditable invoice per order that shall include all the mandatory information required by German law. The invoice shall include the order number and material number. Each invoice shall also show the value-added tax separately. The invoice shall be sent separately to the invoice address specified in the order/contract. Invoices and credit notes shall preferably be sent digitally to [rechnungseingang@tib-chemicals.com](mailto:rechnungseingang@tib-chemicals.com).

**12.4** Unless otherwise agreed, the agreed price shall be due for payment within 30 calendar days from complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice. In the case of a 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 term; we are not responsible for any delays caused by the banks involved in the payment process.

**12.4** We do not owe any interest after the due date. The statutory provisions shall apply for payment default.

**12.5** We are entitled to rights of set-off and retention as well as to the defence of unperformed contract to the extent permitted by law. We are in particular entitled to withhold payments due as long as we still have claims against the Seller arising from incomplete or defective performance. The Seller has a right of set-off or retention only for counterclaims that have been finally established in law or are undisputed.

## **13. Notice of defects, claims for defects, limitation period**

**13.1** The statutory provisions and, exclusively in our favour, the following supplements and clarifications, shall apply to our rights in the event of material defects and defects in title of 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 Seller.

**13.2** Under the statutory provisions, the Seller shall in particular be liable for ensuring that the Goods have the agreed quality at the time of the transfer of risk to us. In any case, those product descriptions that are the subject matter of the respective contract or are incorporated in the contract in the same way as these GTCP – in particular through designation or reference in our order – shall be deemed to be an agreement on quality. It makes no difference whether the product description comes from us, the Seller or the manufacturer.

**13.3** The contractor shall ensure that all substances contained in the Goods are effectively preregistered, registered or exempted from registration in accordance with the relevant REACH Regulation requirements for the uses notified by us and, if relevant, authorised. This also applies to substances released from products within the meaning of Art. 7 of the REACH Regulation.





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**13.4** In the case of Goods with digital elements or other digital content, the Seller is obligated to provide and update the digital content in any case to the extent that this is stated in a quality agreement pursuant to 13.2 or any other product descriptions of the manufacturer or on its behalf, in particular online, in advertising or on the Goods' label.

**13.5** We are not obligated to inspect the Goods or make separate enquiries about any defects upon conclusion of the contract. By way of partial derogation from section 442 (1) sentence 2 BGB, we are therefore entitled to unrestricted claims for defects if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.

**13.6** The contractor shall be liable for defects in title under the statutory provisions, in particular for ensuring that neither the supply nor the contractually agreed use of the items supplied or produced by it infringe patents or other industrial property rights of third parties in the agreed recipient country. The contractor shall indemnify us against all claims of third parties asserted against us due to an infringement of the above rights if they are based on a culpable breach of duty by the contractor. Licence fees, expenses and other costs which we incur to prevent and/or rectify infringements of industrial property rights shall be borne by the contractor in this case.

**13.7** The statutory provisions (sections 377, 381 German Commercial Code [*Handelsgesetzbuch, HGB*]) shall apply to the commercial obligation to inspect and report defects with the following proviso: Our obligation to inspect shall be limited to defects which come to light during our incoming Goods inspection based on an external examination including the delivery documents (e.g. transit damage, incorrect and short delivery) or which are apparent in our quality control during the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect the Goods. 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 report defects discovered at a later date remains unaffected thereby. Notwithstanding our obligation to inspect, our complaint (notice of defects) shall in any case be deemed to have been made without undue delay and on time if it is dispatched within 5 working days of discovery or, in the case of obvious defects, of delivery.

**13.8** Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided the Goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent; our legal claim to reimbursement of the corresponding expenses (removal and installation costs) shall remain unaffected thereby. The expenses required for the purpose of inspection and subsequent performance, in particular transit, labour and material costs and, if applicable, removal and installation costs, shall be borne by the Seller even if it transpires that there was actually no defect. Our liability for damages in the event of an unjustified request to rectify a defect shall remain unaffected; in this respect we shall, however, only be liable if we recognised or were grossly negligent in not recognising that there was no defect.

**13.9** Notwithstanding our legal rights and the provisions in 13.7, the following applies: If the Seller fails to meet its obligation for subsequent performance – at our discretion by remedying the defect (rectification) or by supplying an item free of defects (replacement) – within a reasonable time period set by us, we may remedy the defect ourselves and demand reimbursement from the Seller of the expenses required for this purpose or a corresponding advance payment. If subsequent performance by the Seller has failed or is unacceptable for us (e.g. due to special urgency, risk to operational safety or the imminent occurrence of disproportionate damage) no deadline need be set; we shall inform the Seller of such circumstances without delay, where possible in advance.

**13.10** In all other respects, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions in the event of a material defect or



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defect of title. In addition, we shall be entitled to claim compensation and reimbursement of expenses under the statutory provisions.

## 14. Supplier recourse

**14.1** We are unreservedly entitled to our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to sections 478, 445a, 445b and sections 445c, 327 (5), 327u BGB) in addition to claims for defects. We are in particular entitled to demand precisely the type of subsequent performance (rectification or replacement) from the Seller that we owe our customer in the individual case; in the case of Goods with digital elements or other digital content, this shall also apply in regard to the provision of any required updates. Our statutory right of choice (section 439 (1) BGB) shall not be restricted thereby.

**14.2** Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), we shall inform the Seller and request a written statement, briefly outlining the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is found, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the onus is on the Seller to provide proof to the contrary.

**14.3** Our claims from supplier recourse shall also apply if the defective Goods have been combined with another product or otherwise further processed by us, our customer or a third party, e.g. by fitting, attachment or installation.

## 15. Product liability

**15.1** If the Seller is responsible for damage to a product, it shall indemnify us against claims by third parties to the extent that the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties.

**15.2** Within the scope of its indemnification obligation, the Seller shall reimburse expenses pursuant to sections 683, 670 BGB arising from or in connection with a claim by a third party, including recalls carried out by us. We shall notify the Seller of the content and scale of recall measures – where possible and reasonable – and give it an opportunity to comment. Any further legal claims shall remain unaffected there by.

**15.3** The Seller shall take out and maintain product liability insurance with a lump-sum cover of at least EUR 10 million per personal injury/property damage.

## 16. Limitation period

**16.1** Unless otherwise stipulated below, the mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions.

**16.2** Notwithstanding section 438 (1) No. 3 BGB, the general limitation period for claims based on defects shall be 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply mutatis mutandis to claims based on defects of title; the legal limitation period for claims in rem of third parties for surrender of Goods (section 438 (1) No. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall on no account become statute-barred as long as the third party can still assert the right against us – in particular in the absence of a limitation period.

**16.3** The limitation periods under sales law, including the above extension, shall apply – to the extent provided by law – to all contractual claims for defects. Insofar as we are also entitled to



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non-contractual compensation claims 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 leads to a longer limitation period in individual cases.

## 17. Insurance

**17.1** The contractor shall maintain liability insurance coverage for itself, its vicarious agents and persons employed in the performance of its obligations with terms and conditions customary in the industry, i.e. a minimum coverage of EURO 5 million per claim for the duration of the contractual relationship, including the warranty and limitation period. The provision under clause 15.3 shall remain unaffected thereby. The contractor shall provide us with proof of this upon request; smaller amounts of cover must be agreed with us in each individual case.

**17.2** The contractual and statutory liability of the contractor shall remain unaffected by the scope and size of its insurance cover.

## 18. Information

All information, including drawings and other documents, which we require for installing, operating, maintaining or repairing the delivery item shall be made available to us by the contractor in good time, without being prompted and at no charge.

## 19. Entering and driving onto the works premises/building site

When entering and driving onto our works premises/our building site, the instructions given by our skilled personnel shall be followed. Entering and driving onto our plant/works premises/building site shall be announced in good time. The regulations of the German Road Traffic Act [*Straßenverkehrs-Ordnung*, StVO] shall be observed unless otherwise specified in the site rules. If work is carried out on the works premises/building site, our site rules, which can be accessed on our home page at <https://www.tib-chemicals.com/de/downloads>, also apply. The site rules do not conflict with these Terms and Conditions or the Codes of Ethics; if in doubt, the site rules as a more specific ordinance shall take precedence over other regulations in the event of an inconsistency.

## 20. Liability

**20.1** Unless otherwise stated in these GTCP, including the following provisions, we shall be liable if there is a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

**20.2** We shall be liable for damages – whatever the legal grounds – within the framework of tortious liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to the statutory liability limitations (e.g. standard of care in one's own affairs; immaterial breach of duty), only:

a) for damage due to loss of life, physical injury or illness;

b) for damage due to the breach of an essential contractual obligation (an obligation, the fulfilment of which enables the proper performance of the contract in the first place and on the fulfilment of which the other party to the contract usually relies and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.





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**20.3** The limitations of liability stated in 20.2 also apply vis-à-vis third parties and to breaches of duty by persons (also in their favour) whose negligence we are responsible for according to the statutory provisions.

## **21. Waste disposal**

Insofar as the contractor's deliveries/services generate waste within the meaning of German waste legislation, the contractor shall recycle or dispose of the waste at its own expense in accordance with the provisions of German legislation on waste, unless otherwise agreed in writing. Ownership, risk and responsibility under waste legislation shall pass to the contractor at the time the waste is generated unless the contracting parties have agreed otherwise.

## **22. Planning documents**

Drawings, designs, etc. produced by the contractor according to our special specifications shall become our unrestricted property without additional payment. Conflicting declarations by the contractor, e.g. on the documents handed over to us, are not binding.

## **23. Advertising material**

It is only permitted to refer to the existing business relationship with us in information and/or advertising material with our prior express written consent.

## **24. Prohibition of assignment, change of company name, retention**

**24.1** Assignments by the contractor outside the scope of application of section 354 a HGB are excluded; exceptions require our written consent in order to be effective.

**24.2** The contractor shall notify us in writing of any transfer of the contract occurring by law and of any change in its company name without delay.

**24.3** We are entitled to transfer rights and obligations under the contract with the contractor to the TIB companies at any time without the contractor's prior consent or to transfer them to a company affiliated to it within the meaning of section 15 German Stock Corporation Act [*Aktiengesetz, (AktG)*].

## **25. Termination, withdrawal**

In the event of interference with the basis of the transaction, if there is good cause within the framework of a continuous obligation or if insolvency proceedings are instituted with respect to the assets of the contractor and the contractor has not yet, or not fully, fulfilled the contract, we shall in any case be entitled to withdraw from the contract or – in the case of continuous obligations – to terminate the contractual relationship without notice. Good cause is also considered present if the contractor breaches a contractual obligation and fails to remedy the situation within a reasonable period of time set by us and with threat of termination or if we have issued a warning to no avail or if the other contracting party fails to meet its obligation to pay taxes or social security contributions or if further performance is or becomes wholly or partially inadmissible due to statutory or official regulations. The right to terminate or to withdraw for other reasons shall remain unaffected thereby.

## **26. Data protection**



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The Seller and ourselves comply with the relevant data protection regulations. Our Privacy Notice can be accessed on our home page at [www.tib-chemicals.com/de/datenschutzerklaerung/](http://www.tib-chemicals.com/de/datenschutzerklaerung/).

## **27. Choice of laws, place of jurisdiction and final provisions**

**27.1** If the Seller is a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive, also international, place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our head office in Mannheim, Germany. The same applies if the buyer is a trader within the meaning of section 14 BGB. However, in all cases we shall also be entitled to sue the Seller at the place of performance of the delivery obligation pursuant to these GTCP or an overriding individual agreement or to bring an action at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular on exclusive responsibilities, shall remain unaffected thereby.

**27.2** The law of the Federal Republic of Germany applies exclusively to all legal relationships between the Seller and us. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

**27.3** If any provision of this contract is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions of this contract shall remain unaffected thereby. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed that, where legally permissible, comes closest economically to what was intended according to the original meaning and purpose of the invalid or unenforceable provision in terms of place, time, extent and scope. This same applies in the event of unintended omissions in this contract. This severability clause is not merely a change in the onus of proof but waives section 139 BGB altogether.

**27.4** These GTCP shall be issued in German and English; in the event of any discrepancies, the German version shall take precedence.