General Terms of Purchase of Robert Karst GmbH & Co. KG

(Version of December 2021)

1. Scope

1.1 All our orders for goods and services shall be governed by these Terms of Purchase. The Terms of Purchase form part of the purchase agreement entered into with us, regardless of whether the supplier manufactures the goods itself or purchases the goods from subcontractors. Confirmation of the order and/or delivery of the goods or services we order shall in each case be deemed to constitute acknowledgment of our Terms of Purchase. If the supplier objects to our Terms of Purchase we shall be entitled to revoke the order by written notification (or by fax or email) to the supplier. The supplier may not derive any rights from such revocation.

1.2 Our Terms of Purchase shall apply exclusively. We do not recognise differing, opposing or supplementary terms and conditions of the supplier unless we have expressly consented to them in writing. In such case our Terms of Purchase shall apply as a supplement. Our Terms of Purchase shall also apply if we accept the delivery of the supplier without reservation while being aware of the supplier's terms that are in contradiction to or differ from our Terms of Purchase.

1.3 Our Terms of Purchase apply only to entrepreneurs in the meaning of Section 310 (1) BGB [Bürgerliches Gesetzbuch, German Civil Code].

1.4 The Terms of Purchase as valid from time to time shall also apply to all future purchase agreements with the supplier, in particular to subsequent orders, including where applicable orders placed by telephone, without us being required to refer to them again in each specific case. In such event we shall immediately inform the supplier of any changes to our Terms of Purchase.

1.5 Individual agreements entered into with the supplier in specific cases (including ancillary agreements, supplements and amendments) shall in each case prevail over these Terms of Purchase. The content of such agreements must be verified by written contract or our confirmation in writing (or by fax or email).

1.6 Legally relevant declarations and notifications to be submitted to us by the supplier after the contract has been concluded (e.g. setting of deadlines, formal warnings, declaration of withdrawal) shall only be valid if in writing.

1.7 We are entitled to store electronically, and to process, data of the supplier relating to our business relations with the supplier, in accordance with the provisions of the Federal Data Protection Act. In this regard, we have an obligation to use the data provided by the supplier only for our own purposes and not to transmit them to external third parties.

2. Quotation – quotation documents

2.1 Our enquiry is binding for the supplier's quotation. The supplier must expressly indicate any deviations.

2.2 Orders and changes to orders shall not be deemed binding before being submitted in writing or confirmed in writing (or per fax or email). Oral agreements shall apply only after confirmation in writing (or per fax or email). Prior to acceptance the supplier must advise us of manifest errors (e.g. orthographical and arithmetical errors) and any incompleteness in the

order including the order documents for the purpose of correction or completion; the contract shall otherwise be regarded as not concluded.

2.3 The supplier shall be obliged to accept our order and any alteration to the order unconditionally within a time limit of 2 weeks by sending a corresponding order confirmation or, in particular, by executing the order through dispatching the goods unconditionally (acceptance). Acceptance that is not timely shall be deemed a new quotation which shall require acceptance by us.

2.4 Quotations, specimens and samples of the supplier shall be free of charge to us and shall not give rise to any obligations on our part.

2.5 We reserve the rights of ownership and copyright to diagrams, sketches, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production in accordance with our order. They may not be disclosed to third parties.

2.6 Remuneration or compensation for visits or the drawing up of quotations etc. shall not be paid except when expressly agreed in writing.

2.7 Insofar as reasonable for the supplier we may request alterations to the goods and/or the time of delivery, including retrospectively. In this case, effects especially regarding additional or reduced costs, and delivery dates, shall be settled by agreement as appropriate.

2.8 The supplier must provide us, free of charge, in a timely manner and of its own accord, with all documents necessary for the proper use of the supplied item.

2.9 The supplier must request our current company standards and guidelines in a timely manner and must use them as the basis for the delivery or service. All standards and guidelines named by us are to be used in the latest version.

2.10 If we assume the costs of manufacturing tools or models such tools or models are manufactured for us; hence we acquire original ownership. Should acquisition of such original ownership fail, the supplier shall transfer ownership to us in accordance with Sections 929 and 930 BGB. In this event he shall take the tools or models into custody for us without charge and shall maintain and insure them appropriately. The supplier shall have an obligation to surrender the tools and models to us without delay on request.

3. Prices and terms of payment

3.1 The price shown in the order is binding. Statutory VAT is not included in the order price.

3.2 The agreed prices are fixed prices. Unless otherwise agreed in specific cases, prices include all services and ancillary services of the supplier (e.g. assembly and installation) and all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). Return of packaging shall require a separate agreement.

3.3 The supplier’s claim for payment shall become due when the item supplied has been delivered in its entirety to the destination or the service has been performed in full. Formal acceptance is an additional requirement insofar as this is required by statute or contract, as is the issue of a proper invoice (clause 3.5).

3.4 In the case of acceptance of premature deliveries the due payment date shall be the agreed date of delivery. If the invoiced goods are received later than the invoice, the date of receipt of the goods shall be deemed the date of receipt of the invoice.

3.5 We can only process invoices that, in accordance with the specifications in our order, indicate the order number, the ROKA number of the item, and the number and date of the delivery note. The supplier shall be responsible for any consequences arising from failure to comply with this obligation unless the supplier can demonstrate that it is not responsible for such non-compliance. Every invoice must be in accordance with the applicable statutory requirements. Invoices that are not properly issued shall be regarded as not issued. Statutory VAT shall be shown separately.

3.6 Unless otherwise agreed in writing (or per fax or email) we shall pay the purchase price within 14 days of receipt of an orderly invoice, with a 3 % discount, or within 30 days of receipt of an orderly invoice net; however, the time limit does not begin to run until the supplier has rendered full performance. In the case of a bank transfer, a payment shall be timely if our transfer order is received by our bank prior to expiry of the payment deadline.

3.7 Default interest shall be 5 percentage points per annum above the base interest rate. We shall be deemed to have entered into default in accordance with the statutory provisions, whereby in possible derogation therefrom a written formal warning by the supplier shall be required in each case.

3.8 The supplier shall not be entitled without our prior written consent to assign its claims against us or have them collected by third parties. Such consent may not be unreasonably withheld.

3.9 We are entitled to rights of setoff and retention and the defence of non-fulfilment of contract to the extent provided by statute. In particular, we are entitled to retain payments that are due, if appropriate in proportion to the value, until proper performance as long as we still have claims against the supplier arising from incomplete or defective performance. For their part, payments that have been made do not constitute acknowledgment that the delivery is in accordance with the contract.

3.10 The supplier shall have a right of setoff or retention only on the basis of counterclaims that have been ascertained with binding legal effect or are undisputed.

4. Delivery period and delayed delivery

4.1 The delivery date named in the order is binding and shall be regarded as a fixed deadline. Any delivery period shall begin to run from the time at which we send out the order. Compliance with the delivery date or the delivery period shall be determined by the time the goods are received at the receiving point or point of use named by us.

4.2 The supplier has an obligation to notify us immediately in writing (or per fax or email), stating the grounds and the anticipated extent of the delay, if circumstances arise or become apparent to the supplier, as a result of which the agreed delivery date or the agreed delivery period cannot or probably cannot be met on whatever ground.

4.3 If the supplier does not supply performance by the agreed delivery date or within the agreed delivery period, or if the supplier is in default, our rights – in particular our right of withdrawal and to damages - shall be determined by the statutory provisions. The provisions of clause 4.4 shall not be affected.

4.4 If the supplier is in default, we may demand, besides further-reaching statutory claims, a flat rate compensation for the damage arising to us through the default amounting to 1% of the net price per full calendar week, but not amounting in total to more than 5% of the net price of the goods delivered late. We reserve the right to prove that we have suffered greater damage. The supplier reserves the right to prove that we have suffered no damage at all or a significantly smaller loss.

4.5 Force majeure, industrial disputes and other unavoidable and unforeseeable events release the supplier from the obligation to perform only for the duration of the disruption and to the extent of their effects. The supplier has an obligation, within reasonable bounds, to provide the necessary information without delay and to adjust his obligations to the altered circumstances in good faith. We shall be fully or partly released from the obligation to accept the ordered goods/services and hence entitled to withdraw from the contract if due to the delay occasioned by such circumstances the delivery/service is no longer of use to us, taking economic aspects into consideration. In the cases named above we shall be entitled to withdraw in any case where the delivery delay is longer than one month. The supplier shall have no claims whatever against us on the ground of a declaration of withdrawal made by us.

5. Performance, delivery, documents, transfer of risk, delay of acceptance

5.1 The supplier is not entitled to have the service he owes rendered by third parties (e.g. subcontractors) unless we have given prior consent in writing. The supplier shall be responsible for the risk of procurement for his services unless otherwise agreed in a specific case.

5.2 Unless otherwise agreed, delivery of the goods shall be with carriage paid by the supplier to the location named in the order. If the place of destination is not named and no other agreement has been made, delivery shall be to our seat of business in Berlin. The place of destination in each case is also the place of performance (obligation to be discharged at our place of business).

5.3 The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (ROKA item number and quantity) and our purchase order identifier (date and number). If the delivery note is missing or is incomplete in accordance with these requirements, we shall not be held responsible for any resulting delays in processing and payment.

5.4 Partial deliveries shall only be acceptable in accordance with express agreement. In the case of agreed partial deliveries, the remaining amount that is outstanding must be listed. We have no obligation to accept delivery of amounts larger or smaller than the agreed amounts (excess or short delivery). In this regard, acceptance of the goods shall not imply agreement with the difference in the amount delivered. Excess deliveries that have not been agreed shall entitle us at our choice either to accept the excess goods against a corresponding invoice or to store them at the supplier's expense until the supplier fetches them, or to return the excess goods to the supplier at the supplier's expense.

5.5 All letters, dispatch notes, bills of lading, invoices etc. must always include the information listed in clause 5.3, including information on the unloading point. All deliveries that we are unable to accept due to failure to observe these dispatch provisions shall be stored at the supplier's expense and risk. We are entitled to determine the content and condition of such deliveries. The supplier shall be liable for all costs and negative consequences incurred by us as

a result of failure to observe these dispatch provisions. The supplier shall also be liable for compliance with these dispatch provisions on the part of subcontractors/subsuppliers employed by him with our consent.

5.6 The risk of accidental destruction and accidental deterioration of the goods shall be transferred to us on transfer of the goods at the place of performance in accordance with the provisions of clause 5.1 to 5.5 above. If formal acceptance has been agreed, such acceptance is decisive for the transfer of risk. In all other aspects also, the statutory provisions of work and services contract law shall apply as appropriate to cases of formal acceptance. If we are in default of acceptance this shall be regarded as equivalent to transfer or acceptance.

5.7 Occurrence of default of acceptance on our part shall be determined by the statutory provisions. However, the supplier must expressly offer to provide its service to us even where a specific or specifiable calendar date has been agreed for an act or contribution on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns non-fungible goods that are to be produced by the supplier (unique product), the supplier shall only have further-reaching rights if we have undertaken to provide assistance and are responsible for the failure to provide this assistance.

6. Reservation of title – provision – tools

6.1 We retain rights of ownership and copyright in all diagrams, sketches, calculations, company specification sheets, product descriptions, instructions for execution and other documents provided by us to the supplier. Such documents are to be used exclusively for the performance owed by the supplier according to the contract and after completion of the order shall be returned to us without prompting and free of charge.

6.2 Clause 6.1 shall apply mutatis mutandis to substances and materials and to other items, in particular samples, tools and templates provided to the supplier by us for production. Insofar as such objects are not processed the supplier shall keep them at its own expense in separate custody, identified as our property, and shall insure them appropriately against destruction and loss, in particular against damage caused by fire, water and theft, at its own expense. In the event of an insurance claim, the supplier already assigns to us all claims to compensation under this insurance; we herewith accept this assignment. Tools provided by us shall be used by the supplier exclusively to produce the goods ordered by us. The supplier has a duty to carry out any service and inspection works and all maintenance and repairs of the tools provided by us at its own expense and in a timely manner. The supplier shall report any malfunctions to us without delay; should the supplier culpably fail to do so, claims to damages shall not be affected.

6.3 The processing, mixing or combining (further processing) of the items provided shall be carried out by the supplier for us. In the case of processing, mixing or combining with other items not belonging to us, we shall acquire co-ownership of the new thing in proportion to the value of the object provided by us in relation to the other processed items at the time of the processing, mixing or combining. If the item of the supplier is to be regarded as the main item, it is deemed agreed that the supplier transfers pro rata co-ownership to us. Our exclusively-owned property and the co-owned property shall be kept in custody for us by the supplier free of charge. In the case of further processing of the delivered goods by us we shall be deemed the manufacturer and shall acquire ownership of the product in accordance with the statutory provisions at the latest on carrying out the further processing.

6.4 In the absence of express written agreement with the supplier to the contrary, transfer of the goods to us shall be unconditional and without regard to payment of the purchase price. We expressly recognise no reservation of title on the part of the supplier. All deliveries to us must be free from such reservations and rights of third parties (such as e.g. pledges etc.). If as an exception in a specific case we accept an offer of the supplier conditional on payment of the purchase price in the form specified in the 1st sentence, the supplier's reservation of title shall expire by no later than payment of the purchase price for the delivered goods. In the ordinary course of business we remain entitled to resell the goods, with advance assignment of the claim arising therefrom, even before payment of the purchase price (in the alternative: applicability of simple reservation of title extended to the resale). Hence all other forms of reservation of title are in any case excluded, in particular expanded reservation of title, and in particular the reservation of title in the delivered goods until payment in full of all receivables from the entire business relationship, transferred reservation of title, and reservation of title extended to cover further processing.

6.5 If the security rights to which we are entitled pursuant to clause 6.3 exceed the purchase price of all our unpaid reserved goods by more than 10%, the supplier is entitled to demand that we release security rights at our choice.

7. Investigation of defects – liability for defects

7.1 Our rights regarding material and legal defects of the goods (including incorrect and short delivery and incorrect installation, defective instructions for installation or operation) and regarding other breaches of duty on the part of the supplier shall be governed by the statutory provisions unless provided otherwise below.

7.2 According to the statutory provisions the seller is in particular liable for ensuring that the goods have the agreed quality when the risk is transferred to us. The product descriptions that – in particular through being specified or referred to in our order - are the object of the respective contract, or that are included in the contract in the same way as these Terms of Purchase, shall in any case be deemed the agreement on quality. In this respect it is immaterial whether the product description originates with us, the supplier, or the manufacturer. The supplier's warranty also includes the parts manufactured and the services provided by subcontractors/subsuppliers.

7.3 In derogation of Section 442 (1) 2nd sentence BGB we shall have unrestricted claims on the ground of defects including where the defect remained unknown to us on conclusion of the contract due to gross negligence.

7.4 The commercial obligation to examine and report defects shall be governed by the statutory provisions (Sections 377 and 381 HGB [Handelsgesetzbuch, Commercial Law Code]) with the following proviso: The supplier shall have a duty in consultation with us to provide inspection lots in separate packaging, with identification and assignment to the order, as a supplement to the delivery. Our obligation to inspect is limited to defects that are clearly apparent in our inspection of incoming goods with external assessment including the inspection lots, the shipping documents and our quality control on the basis of sampling (e.g. transport damage, incorrect or short deliveries). If formal acceptance has been agreed, there is no obligation to inspect. The inspection of outgoing goods on the part of the supplier replaces our inspection of incoming goods. Otherwise, inspections will depend on how far an inspection is advisable in the proper course of business, taking the circumstances of the specific case into consideration. Our right to complain of defects discovered later shall not be affected. In all cases, our

complaint (notice of defects) shall be deemed prompt and timely if it is received by the supplier within 5 working days of receipt of the goods at the destination stated in the order and presentation of the proper documents required to inspect the goods (in particular the dispatch note and delivery note) or in the case of hidden defects, within 5 working days of their discovery.

7.5 Clause 7.4 shall not apply where we have concluded a quality assurance agreement with the supplier. In regard to the duty to inspect for and complain of defects incumbent upon us, the specific provisions of the quality assurance agreement existing between us and the supplier shall then apply.

7.6 If defective goods are delivered the supplier shall have an obligation when requested by us to discard the defective goods and to provide supplementary performance, at our choice either by remedying the defect (rectification) or by delivering an item free of defects (substitute delivery). The supplier has an obligation to bear all expenses necessary for supplementary performance. If the supplier fails to meet its obligation of supplementary performance in accordance with the choice we have exercised within a reasonable period or if the supplementary performance is not successful, we shall immediately be entitled to assert our rights of reduction, withdrawal, compensation instead of performance, or reimbursement of expenses. Supplementary performance shall be deemed unsuccessful if an attempt at rectification or substitute delivery does not result in a defect-free delivery from the supplier. In addition, we shall be entitled to withhold payment in proportion to the value until proper performance.

7.7 Costs expended by the supplier for the purpose of inspection and rectification shall be borne by the supplier including in cases where it becomes apparent that there were in fact no defects. Our liability for damages for an unjustified demand that a defect be remedied shall not be affected; however, in this respect we shall only be liable if we knew, or if through gross negligence we failed to recognise, that there was no defect.

7.8 Our claim to performance shall continue to exist until we assert claims to compensation instead of performance in writing or in legal proceedings. In the event that we withdraw from the contract because of a defect, the supplier shall also reimburse our contract costs.

7.9 If the supplier fails to meet his obligation of supplementary performance, at our choice either by remedying the defect (rectification) or by delivering an item free of defects (substitute delivery), within a reasonable time limit set by us, we may remedy the defect ourselves and demand compensation for the necessary expenditures and/or a corresponding advance payment from the supplier. If supplementary performance by the supplier has failed or we cannot reasonably be expected to accept it (e.g. on the ground of particular urgency, a risk to operational safety or the imminent occurrence of disproportionate damage) it shall not be necessary to set a deadline. If such circumstances exist we shall inform the supplier without delay and if possible in advance.

8. Rights of recourse against the supplier

8.1 We shall be fully entitled to our statutory rights of recourse within a supply chain (right of recourse against the supplier pursuant to Sections 478 and 479 BGB) besides claims for defects. In particular we are entitled to demand from the supplier the type of supplementary performance (rectification or substitute delivery) that we owe to our customer in the specific instance. Our statutory right to choose (Section 439 (1) BGB) shall not be restricted hereby.

8.2 Before recognising or remedying a claim for a defect asserted by one of our customers (including reimbursement of expenses pursuant to Section 478 (3) and 439 (2) BGB) we shall inform the supplier, providing a brief description of the facts, and request a written statement from the supplier. If a statement is not forthcoming within a reasonable period and if also no consensual solution is reached, the claim for a defect that we in fact grant shall be regarded as owing to our customer. In this case, the supplier shall bear the burden of proving otherwise.

8.3 We shall also be entitled mutatis mutandis to the rights of regress against the supplier under Sections 478 and 479 where the supplier has only delivered parts for the new thing produced by us. Our claims under the rights of recourse against a supplier shall in this respect also apply if prior to being sold to a consumer by us or by one of our customers the goods were processed further, e.g. through being incorporated in another product or connected with another product.

9. Product liability – indemnity – liability insurance cover

9.1 If the supplier is responsible for a product defect it shall have a duty to indemnify us at our first request against claims of third parties to damages insofar as the cause lies in the supplier‘s sphere of control and organisation and the supplier itself is liable in the external relationship.

9.2 In the context of the supplier’s liability for cases of damage as specified in clause 9.1, the supplier shall also have a duty to reimburse any expenses pursuant to Sections 683 and 670 BGB and Sections 830, 840 and 426 BGB resulting from or in connection with a claim of a third party, including product recalls carried out by us. We shall inform the supplier of the content and scope of product recall measures to be carried out as far as this is possible and reasonable and shall give the supplier an opportunity to make a statement. Other statutory claims shall not be affected.

9.3 If, on the ground of no-fault liability vis-à-vis third parties, claims are made against us under foreign law that cannot be modified by agreement between the parties, the supplier shall be liable to us to the same extent as it would be directly liable to the third party. The principles of Section 254 BGB (contributory fault) shall apply as appropriate to the compensation of damage between us and the supplier. This shall also apply in the event of a claim being made directly against the supplier.

9.4 We have a right to reach settlements with third parties who have suffered loss or damage. This shall not affect the supplier’s obligation to pay compensation provided that such settlements are commercially advisable.

9.5 The supplier undertakes to maintain product liability insurance with cover of € 10 million for each case of damage to life or limb / damage to property – flat rate. If we have further-reaching claims to damages these claims shall not be affected.

9.6 The supplier shall take out adequate liability insurance cover for damage caused by the supplier, its staff or agents, to the items to be delivered or services provided. At our request, the supplier must provide proof to us of the amount of cover for each occurrence of damage.

9.7 The supplier has a duty to insure aids and materials provided by us to a sufficient extent and at his own expense.

10. Industrial property rights

10.1 The supplier shall be liable for ensuring that our acceptance of the goods or service and their use by us in accordance with the contract does not infringe the rights of third parties, in particular patent, licence, and trademark rights. The supplier is aware that we may market our products throughout the world.

10.2 If we or our customers are made liable by third parties for the breach of such rights, the supplier shall have an obligation to indemnify us and our customers against all such claims at our first request in writing (or per fax or email). The obligation to indemnify shall relate to all expenses that are incurred of necessity by us or our customers as a result of or in connection with the claims of third parties. In judicial and out-of-court proceedings initiated by third parties on the ground of infringement of such rights, the supplier shall support us and assume the costs of these proceedings. The obligations of the supplier in accordance with the above sentences 1 to 3 shall not apply if and insofar as the supplied object was produced according to our specifications and the supplier did not or could not have been expected to know that the rights of third parties were thereby infringed.

10.3 We are where appropriate entitled at our choice either to purchase from the owner of an infringed right, at the supplier's expense, the licence necessary to use the supplied item in accordance with the contract, inter alia including the further processing of the item, or to withdraw from the contract.

10.4 The contract partners undertake to inform one another without delay of infringement risks and alleged cases of infringement that become known and to provide one another with the opportunity to oppose the claims by mutual agreement.

10.5 At our request the supplier shall have an obligation to inform us of the use of published and unpublished industrial property rights and patent applications, both its own and licensed rights, in the supplied items.

11. Confidentiality

11.1 The supplier has an obligation, including after the end of the business relationship, to treat all information received in connection with the business relationship in a confidential manner and not to make it known either in full or in part to third parties. Nor shall the supplier use the information received for its own business without our consent. The confidentiality obligation does not apply to information that is demonstrably common knowledge or was already known to the supplier before it was made available to the supplier by us, or that was made known to the supplier by third parties if thereby the third party is not in breach of a duty of confidentiality.

11.2 In particular, the supplier shall maintain the confidentiality of documents received by us (see clause 6.1) vis-à-vis third parties, including also after termination of the contract. The duty of confidentiality shall lapse only if and insofar as the knowledge contained in the documents provided to the supplier has become generally known. If the supplier acquires knowledge of patentable inventions made in our company we shall be entitled to all rights deriving from such inventions, in particular the right to register patents. The supplier shall not reveal its knowledge of the inventions at any time nor assert a claim against us that novelty status is infringed, whether on registering patent rights or otherwise.

11.3 The supplier may only refer to the existing business relationship with us in advertising or information materials with our express written agreement.

12. Period of limitation

12.1 The reciprocal rights of the contract parties shall become time barred in accordance with the statutory provisions unless others agreed below.

12.2 In derogation from Section 438 (1) No 3 BGB, the general period of limitation for warranty claims shall be 3 years from the time of transfer of risk. If a formal acceptance procedure has been agreed, the period of limitations shall begin to run on acceptance. The 3-year period of limitation shall also apply as appropriate to claims for legal defects, whereby the statutory period of limitation for real rights of a third party to the return of the purchased item (Section 438 (1) No 1 BGB) shall remain unaffected; claims from legal defects shall otherwise not become time barred in any case if the third party can still assert the claim against us, in particular because it has not become time barred.

12.3 The periods of limitation of sales law including the above extension apply to the extent provided by law for all contractual claims for defects. If we also have a claim to non-contractual damages on the basis of a defect, the standard statutory period of limitation shall apply (Sections 195 and 199 BGB) unless in the specific case the application of the time limitations of sales law would lead to a longer period of limitation.

13. Final provisions

13.1 These Terms of Purchase and all legal relations between us and the supplier shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relations between parties in Germany. For the sake of clarity we state that international uniform law, specifically the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) or other conventions on the law of the sale of goods, as well as other interstate or international treaties including future treaties, shall not apply even after being incorporated into German law; nor shall German international private law apply. However, the Incoterms® 2010 shall additionally apply to the interpretation of trade terms.

13.2 The place of performance for the delivery obligation of the supplier shall be governed by clause 5 of these Terms of Purchase. For all other obligations of both contract parties the place of performance shall be our seat of business in Berlin.

13.3 If the supplier is a merchant as defined in the Commercial Law Code, a legal person under public law or a special fund under public law, the sole place of jurisdiction, including international jurisdiction, for all disputes arising from and in connection with the respective contractual relation, including disputes on cheques and bills of exchange, shall be our seat of business in Berlin (Section 38 (1) ZPO [Zivilprozessordnung, Code of Civil Procedure]). If the supplier meets the requirements of Section 38 (2) ZPO and has no general place of jurisdiction in Germany, our seat of business in Berlin shall be the place of jurisdiction. However, we are also entitled in the cases specified in sentence 1 and 2 to bring a legal action against the contract partner at a different statutory place of jurisdiction.

13.4 Should individual provisions of these Terms of Purchase be or become wholly or partly invalid, the validity of the remaining provisions shall not be affected. In such case, the invalid provision or the invalid part of a provision shall be replaced by a legally valid provision which accords as closely as legally possible with the commercial intention of the invalid provision. This shall apply as appropriate to provisions that are factually unenforceable and to regulatory gaps in these Terms of Purchase.