

# General terms and conditions for works and service production



## 1. Scope

- 1.1. The present general terms and conditions for works and service production (hereinafter: 'GTC') apply exclusively to businesses, legal persons under public law and public law funds within the meaning of Section 310 Paragraph 1 BGB. The GTC also apply to all future business transactions with our contract partners (hereinafter: 'contractor'), even if the GTC are not agreed again separately.
- 1.2. We reject the inclusion of the contractor's general terms and conditions of business; they are an integral part of the contract only if and insofar as we have expressly agreed to their validity in writing. The unconditional acceptance of the contractor's services or their payment does not constitute agreement, even if the acceptance or payment occurs in the knowledge of contradictory or supplementary general terms and conditions of the contractor.
- 1.3. Any legally relevant declarations and notifications by the contractor after conclusion of the contract (e.g. deadlines, reminders), shall require the written form for validity.
- 1.4. Information on the validity of statutory provisions only serves for clarification purposes. Even without such clarification, therefore, the statutory provisions, insofar as they are not directly modified or expressly excluded in these GTC, are valid.

## 2. The conclusion of the contract and contract modifications

- 2.1 Orders and other declarations, as well as their amendments and additions, are binding only if they are issued or confirmed by us in writing.
- 2.2 Verbal agreements of any kind, including subsequent amendments and additions to these GTC, require our written confirmation to be effective.
- 2.3 Silence in response to an offer, solicitation or other declarations of the contractor shall only be deemed consent if this has been expressly agreed in writing.
- 2.4 For obvious errors (e.g. spelling and calculation errors) and/or incomplete orders or missing purchase order documents, the contractor must advise us for the purpose of correction or completion without delay.
- 2.5 Insofar as the contractor does not deem necessary a change in our order with reference to the performance scope, price, execution schedule and terms of delivery and payment, we renounce the delivery of a written order confirmation. The contractor is obliged at our request, however, to confirm the order stating our order number within a period of 3 days and in writing.
- 2.6 Offers, cost estimates, drafts, samples and patterns from the contractor are always free of charge for us. At our request, the contractor shall take them back immediately and at its own expense.
- 2.7 Changes to the performance scope, price, execution schedule, quality and terms of payment are not permitted without our prior consent.

## 3. Notification obligations, force majeure

- 3.1 The contractor is obliged to immediately notify us in writing, stating the reasons and the expected delay, if it is foreseeable that the agreed dates or deadlines cannot be met.
- 3.2 In the case of unconditional acceptance of a delayed performance, we do not waive the claims to which we are entitled due to the delayed performance.
- 3.3 Force majeure frees the contractor for the duration of the disturbance and to the extent of its effect from performance obligations. The contract partners are obliged, within reasonable limits, to provide the required information immediately and to adapt their obligations to the changed circumstances in good faith. We are released from the obligation to accept the ordered performance in whole or in part and shall be entitled to rescind the contract in that respect if the performance is no longer realisable for us taking into account the economic interests or demand has been significantly reduced due to necessary procurement elsewhere.

## 4. Execution of the contract

- 4.1 All of the contractor's services must, by the agreed overall completion date or, in the absence of such, at the time of acceptance, correspond to the contractually due performance scope and the agreed essential requirements and be entirely suitable for the contractually stipulated purpose or, in the absence of such, for customary use and for the customary service life.
- 4.2 The contractor shall provide the contractually due performance itself, at its own responsibility and in full in accordance with generally recognised rules of technology and architecture. Additionally, for services on machines, systems and facilities, also in accordance with manufacturer instructions or other system documentation provided by us.

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- 4.3 If the contractor wishes to involve third parties for the fulfilment of its obligations, it requires our approval prior to the conclusion of the subcontracts. Upon conclusion of the contract, the contractor must provide a signed and completed external company declaration. The contractor must draft the terms of the contract with the subcontractor in such a way that adherence to the contractual arrangements between ourselves and the contractor is assured. In the event of a breach, the contractor releases us from all claims arising from the breach.
- 4.4 Services deviating from the contract (altered or additional services) on the part of the contractor require a prior amendment to the contract (addendum). If the contractor deems service deviations necessary or services required by us as not being within the scope of the contract, it should submit an unsolicited and immediate written follow-up offer based on the contractual prices. In the process, services that are no longer required (reduced performance) must be taken into account. The follow-up offer must include all technical, economic and chronological consequences of the deviating service. The creation of follow-up offers is free of charge for us. Consent to deviating services occurs by means of a written follow-up agreement or a written order amendment by our purchasing department. Contractual deadlines or dates will be influenced by changes in the performance only if this has been expressly agreed in writing. We reserve the right to self-fulfilment or the awarding of additional services to third parties.
- 4.5 If the contractor realises that our service description – a concept, other tasks or specifications – is objectively unachievable, incorrect or unclear, this should be brought to our attention without delay, if possible prior to the execution of the work, and in writing with technical justification.
- 4.6 The contractor must execute the order with its own machinery, equipment, scaffolding, hoists and further necessary work equipment. The contractor provides the materials, work and cleaning products, and personal work and protective equipment for its employees required for the completion of its activities. If chemicals and/or hazardous goods are used, this must be agreed with us. The corresponding current safety data sheets should be submitted to us unsolicited.
- 4.7 Insofar as we must provide the contractor with machines, devices or materials for the fulfilment of the contract, this requires written consent and/or a separate contractual agreement. The contractor uses the items provided to it at its own responsibility and is liable for damage to the item that does not arise as a result of normal wear and tear. In the case of the loan provision of working platforms or industrial trucks, the contractor guarantees that only trained and competent staff will be used. Proof of qualification must be submitted to us prior to the commencement of use. In addition, a valid driving order, issued by the contractor for its employees, is required. Guidelines in accordance with BG regulation BGR 500, chapter 2.10 'Betreiben von Hebebühnen' (operating lifting platforms), as well as BG information BGI 720 'Sicherer Umgang mit fahrbaren Hubarbeitsbühnen' (safe handling of mobile lifting platforms), must be observed by the contractor.
- 4.8 The contractor undertakes to consume utilities such as water, electricity, compressed air, etc. as sparingly as possible on our premises. Energy efficiency is a key criterion for selecting and evaluating our contractors. For this reason, we reserve the right to immediately remove from our premises anyone who fails to follow energy-saving procedures.
- 4.9 If the contractor needs to use electricity, they must use the calibrated electric meters provided by us for the entire duration of the work. The meters are for measurement purposes only; the contractor will not be charged for the electricity used. After use, the meters must be returned to reception. If they are not returned or are returned in a damaged state, we reserve the right to pass on the costs incurred for the loss.
- 4.10 The accident prevention regulations of the employers' liability insurance association, as well as our house rules and our safety and hygiene regulations, are to be observed by the contractor. In case of contraventions, we can withdraw the right of access from the individuals concerned. The contractor shall ensure that the workforce employed on our premises is familiar with our hygiene, safety and industrial protection rules.
- 4.11 The award of the contract takes place with the stipulation that execution is in line with accident prevention and industrial protection regulations, as well as generally recognised safety-related and occupational health rules. If the contractor does not observe this provision, the order shall be deemed incorrectly fulfilled. We reserve the right to claim for damages arising from this.
- 4.12 Before carrying out a contract for the construction or alteration of buildings or the installation, commissioning, maintenance or repair of machines or systems, the contractor must assume responsibility for the place of performance and check its suitability with regards foundations, connections (all media), surveys, etc.
- 4.13 Should the contractor subsequently receive complaints concerning its services, the contractor may only invoke shortcomings in the preparatory work that were recognisable for the contractor if these have been reported to us immediately following the examination of the preparatory work.

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4.14 The contractor must report any shortcomings or damage that become apparent during the performance of its services to us immediately, regardless of whether these are caused by the contractor or others.

### 5. Staff deployment, operating regulations and works security

- 5.1 The contractor shall ensure that its employees have the required work permit and is obligated to adhere to specifications regarding minimum wage law for its employees (and any other applicable minimum wage and minimum work condition requirements), occupational safety and industrial protection laws, as well as to pay the required income taxes and social security contributions for all employees. At our request, the contractor shall provide evidence of the existence of the work permits, compliance with the laws and the proper payment of income tax and social security contributions.
- 5.2 In the case of a claim by an employee or a third party, as well as a procedure by an authority or a court due to non-compliance with the provisions referred to in this clause 5.1, the contractor shall inform us without delay.
- 5.3 In the event of a breach of obligations under this clause 5.1, the contractor releases us from all claims and damages arising from the breach.
- 5.4 For good cause, in particular due to a breach of the above type or of the labour, safety and hygiene regulations applicable on the premises, we can deny access to the work area for employees deployed by the contractor. In this case, we reserve the right to cancel the order. In any case, the contractor must provide at its own cost replacement staff for a continuation of the execution of the order.
- 5.5 The contractor undertakes to only deploy reliable and qualified staff for the task. Those conducting work on our premises for the fulfilment of the order must fully observe the provisions of the safety and hygiene briefing presented, as well as the operating regulations. Our liability for accidents suffered by these persons on the premises is excluded as far as these were not caused by an intentional or grossly negligent breach of duty by or attributable to us (Section 278 BGB).
- 5.6 Any person deployed by the contractor for the fulfilment of the contract must participate in a safety and hygiene briefing led by us prior to commencement of this work. Only those who have taken note of these provisions and who have confirmed adherence to them via their signature may be employed on our premises. All persons that the contractor has not commissioned to fulfil the order and all persons who have not participated or not fully participated in a safety and hygiene briefing will be denied access to the premises. The briefings must be repeated at intervals of 12 months due to continuous updates.
- 5.7 Subject to clause 5.9, the contractor shall be obliged to ensure that all persons deployed for the respective order on our premises, be they employees of the contractor or of its subcontractors, are registered at our reception (factory gates) before taking up their duties with the provision of their personal name and the name of their employer and, after termination of their activity, log out with the provision of their name and that of their employer.
- 5.8 Before the start of the contractual activities on our premises, the contractor's supervisory employee must report to our responsible staff member, agree on the implementation of the work, and give notice of departure again at the end of the working day. Our responsible staff member, who is also named on the order, is authorised to issue accepts the work after execution (only provisional, no final acceptance as per Section 640 BGB).
- 5.9 All persons receive a day pass necessary for registration. After termination of the activities and prior to leaving the premises, the day pass should be returned to the gates. Company passes with a validity of 12 months may in certain cases be delivered at our discretion insofar as a safety and hygiene briefing has taken place. These passes are personalised and always remain with the authorised person. Daily return to the gates and registration with our responsible staff member are not required for this group of people. All types of pass should be worn visibly at all times while on our premises and presented upon request.
- 5.10 We are entitled to carry out checks on individuals at any time and, in the case of non-observance of our access guidelines, to expel those concerned from the premises immediately. Access for children and minors without prior approval and without being accompanied by an adult is prohibited.
- 5.11 In the case of infringement against the access policies, we reject all liability claims, both from individual persons and the contractor. In such cases, it is incumbent upon us to take possible legal action against individuals or against the contractor.
- 5.12 The contractor shall at our request submit a list with the names of employees that it intends to employ in our work area. The list must be kept up to date at all times.
- 5.13 The contractor is responsible for the disposal of waste that it generates. This includes the provision of containers, selection of the proposed disposal company, sampling and classification of waste. If this is not possible for the

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contractor, waste materials can in individual cases and only after prior consultation be taken to containers provided by us. Here, the provisions for waste separation must be adhered to.

- 5.14 In the case of special waste disposal, the disposal certificate of the specialist disposal company used by the contractor and/or the certificate of the recycling centre must be included with the invoice. In the case of a breach, whether actual or apparent, the contractor releases us from any claim asserted against us due to the breach.

### 6. Technical execution of the order and safety regulations

- 6.1 The implementation of the order-related work including any delivery, as well as installation and removal of items on our premises, must meet the applicable VDE and DIN regulations, as well as applicable laws and occupational safety, industrial protection and accident prevention regulations. In addition, and without this requiring any special order or reference, any protective devices required in accordance with the occupational safety, industrial protection and accident prevention regulations should be furnished and used by the contractor.
- 6.2 With the acceptance of the order, the contractor confirms that it is aware of all industrial protection provisions, in particular the industrial protection provisions in accordance with BGI 865, and that these will be complied with during the execution of the order.
- 6.3 Electrically operated devices must be of the maximum possible energy efficiency class in their respective segment and have GS and/or VDE certification and be furnished with the CE mark. Electrical systems and equipment used must be tested in accordance with the current provisions of DGUV rule 3. Evidence of this must be submitted upon request.
- 6.4 Should the above-mentioned regulations not be observed, we are entitled to claim damages.

### 7. Prices, invoices, payment conditions, offsetting and retention

- 7.1 The prices are fixed prices unless otherwise agreed. The prices include everything that the contractor must effect in the fulfilment of its order at the place of performance. Performance should occur free of charge at the respective agreed-upon place of receipt. For example, the following are included in the service scope and thus in the price:
- All costs for technical processing, implementation documents and contract-specific resources, accompanying materials, wages and incidental wage costs, set-up, monitoring, the provision and proper clearing of the construction site, the provision of all equipment, scaffolding, tools, safety precautions, barriers, etc., crew and equipment rooms, as well as operating and consumable materials required for mounting devices, cutting gases, their in- and outlet free or ex construction site, unloading, transportation of all materials etc. from the storage location to the point of use, as well as the cost of storage.
  - All incidental costs (e.g. the proper packaging, customs, import duties, transport costs), including possible transport and liability insurance.
  - In addition, all costs and fees arising for required test certificates, technical inspections, surveys, clearance certificates, etc. by experts, testing organisations and authorities are included in the price.
- 7.2 If settlement of the services is agreed by the hour, the contractor will be compensated for the working hours confirmed by us after deduction of breaks and set-up times. The compensation liability is however limited to the objectively required number of hours of experienced employees. Travel times and expenses are only compensated insofar as this has been expressly agreed upon. The smallest billing unit is a completed quarter of an hour. Time sheets are to be completed on contractor's forms and submitted to our appointed staff member at appropriate intervals for countersignature. Our order number, the services performed and the activity periods, as well as first and surnames and roles for the respective employees, are to be completed on the time sheets.
- 7.3 Payments shall be made in accordance with the agreed terms of payment. Unless otherwise agreed, we will pay either within 14 days after the due date with a deduction of 3% or within 30 days without deduction. Payment claims on the part of the contractor are due with delivery of the contractual performance, as well as the receipt of a verifiable invoice that is correct in terms of content (clauses 7.5 and 7.6). If the contractor determines deviations or inconsistencies at the time of invoicing, the discount period shall begin after adjustment of the situation. Each payment is made under reserve of invoice verification.
- 7.4 For bank transfer, payment occurs on time if our transfer order arrives at the bank commissioned by us prior to expiry of the payment period.
- 7.5 A single copy of invoices should be sent in electronic format as a searchable PDF stating our order number to the email address: [Rechnungseingang@fripa.de](mailto:Rechnungseingang@fripa.de). The signed time sheets and performance records should be

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directed to the same email address along with the invoice, but as a separate PDF. In the case of deliveries from areas outside the customs territory of the EU, the delivery of goods must be accompanied by a copy of the invoice or a pro forma invoice.

- 7.6 Invoices that do not feature our order number and the order date, and which do not contain all the legal information in accordance with Section 14 UStG constitute grounds for non-payment until clarification by the contractor; claims by the contractor arising from a delay in payment can therefore not be derived.
- 7.7 We are not liable for default interest. The annual default interest rate amounts to no more than five percentage points above the base interest rate. Should we be in default, a written reminder from the contractor is required.
- 7.8 The rights of offsetting and retention, as well as the plea of non-performance of the contract, are available to us according to statutory provisions. In particular, we are entitled to retain any due payments as long as we still hold claims arising from incomplete or inadequate services vis-à-vis the contractor.

### **8. Performance reduction, complaints**

- 8.1 Unless regulated in clause 7.2 (time sheets), other performance records must be submitted at reasonable intervals unsolicited for review and signature. We will return the submitted performance records to the contractor immediately, and no later than five working days after receipt, with signature. We may raise objections on the records themselves or separately in writing.
- 8.2 The performance records signed by us form the basis and precondition for invoicing. If no performance records are submitted to us, we reserve the right to refuse payment claims and reject invoices.
- 8.3 Performance records must contain at least the following: Order and billing information, name and qualification of the performers, rendered service, start and end of work, material consumed.
- 8.4 We are entitled to check the proper implementation of the services at any time and to conduct regular internal performance reviews of the contractor.
- 8.5 Within the context of regular internal performance reviews in accordance with clause 8.4, we reserve the right to terminate contracts without notice insofar as further cooperation is no longer feasible for qualitative and technical reasons. We will only exercise this right if we have notified the contractor of technical and/or qualitative performance shortcomings in writing, setting a reasonable deadline for remedying the situation and the deadline has passed without result.

### **9. Liability for breaches of duty in the case of service contracts**

- 9.1 In the event of inadequate service performance, in particular in assembly, maintenance and installation work, we are entitled to withhold payment until the contractor has completed an up-to-standard performance. We will set an appropriate period of time for the contractor for completion. If the deficiency is not remedied within the period, we may at our discretion procure the performance elsewhere or fulfil it by means of our own staff and demand reimbursement of the corresponding costs from the contractor.
- 9.2 If the contractor defaults vis-à-vis the service to be provided, we are entitled to terminate the contract for good cause and to demand compensation if we have previously set an appropriate deadline for the contractor to begin or continue its activity and this has passed without result.

### **10. Liability for defects in the case of works contracts**

- 10.1 The statutory provisions for material defects and defects of title shall apply unless otherwise stipulated hereafter.
- 10.2 By way of derogation from Section 640 Paragraph 3 BGB, works-contractual warranty claims are available to us even if we have not reserved our rights due to a recognised defect during approval.
- 10.3 If the subsequent performance of the contractor has failed or is unacceptable to us (e.g. due to the particular urgency of remedial action, danger to operational safety due to a defect or impending occurrence of disproportionate deficiency-related harm), self-execution (Section 637 BGB) without the setting of a deadline is permissible and we are entitled to compensation for the expenditure required for self-execution in accordance with Section 637 Paragraph 1 BGB. We will advise the contractor immediately regarding circumstances that constitute unacceptability pursuant to sentence 1, if possible, prior to their occurrence.
- 10.4 If the contractor fulfils its obligation to subsequent performance by remedying the defect or producing a new plant (Section 635 BGB), the statutory limitation period for the eliminated defect or the newly produced plant thus begins afresh.

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10.5 Furthermore, we shall be entitled to a reduction of the agreed compensation or withdrawal from the contract according to the legal regulations in the case of material defects and defects of title. In addition, we are entitled to damages and to the reimbursement of expenses in accordance with the statutory provisions.

10.6 If we incur costs as a result of a material defect of the contractual object (e.g. for investigation by experts), then the contractor must reimburse these costs.

### 11. Insurance protection, exclusion of liability

11.1 The contractor shall insure itself and its workforce against risks associated with the activity (accident, illness, damage to materials and persons).

11.2 The contractor must demonstrate liability insurance to a level appropriate to the respective order when an order is placed. The liability insurance must include cover for personal injury and damage to property, as well as financial losses. A copy of the insurance policy should be submitted to us upon request.

11.3 It is the responsibility of the contractor to insure its equipment and materials against loss and damage. Insurance through us does not exist. Our liability for loss of or damage to the equipment and materials of the contractor is excluded insofar as we are not grossly negligent and cannot be accused of intent.

### 12. Confidentiality, reservation of rights, data protection and reference

12.1 All business or technical information made available to the contractor by us is, as long as and as far as it is not demonstrably public knowledge, to be kept in confidence from third parties and may be made available in the contractor's business only to such persons who must necessarily use it for the purpose of contract fulfilment and who likewise are bound to secrecy.

12.2 Without our express consent, it is strictly forbidden for employees of the contractor to look at our documents, files and machine documentation.

12.3 We reserve the right of property and copyrights for all documents provided to the contractor by us for the fulfilment of the contract, especially for drawings, specifications, illustrations, plans, patterns and other documents. Such documents should only be used by the contractor for the contractually owed performance and, after completion of the order, should be returned to us in full (including any copies or recordings, if necessary). Items manufactured according to our documents and resources may neither be used by the contractor itself nor be made accessible to third parties in any way.

12.4 The contractor shall ensure that its staff deployed with us observe silence vis-à-vis all information obtained within the context of an activity on our premises. In case of a breach, the contractor shall compensate us for the resulting damage, as well as removing the staff member from the work area at our request.

12.5 We are entitled to collect, process and use data arising in connection with the contractual relationship within the context of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG [new]) in their respective latest versions.

12.6 The contractor is obliged to observe data protection regulations for its deliveries and services. In particular, it will oblige its employees to comply with the applicable regulations of the GDPR and the BDSG (new) insofar as these employees come into contact with personal data. Even upon termination of the business relationship, this agreement remains unaffected.

12.7 Without prior explicit written consent, the contractor is prohibited from naming us or the business relationship between the contractor and ourselves in any form as a reference.

### 13. Code of conduct, compliance, sustainability

13.1 The contractor shall undertake, within the business relationship with us, not to make any agreements or concerted practices with other companies that have as their object or effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws.

13.2 The contractor shall neither actively nor passively, directly nor indirectly engage in any form of bribery or corruption, violation of human rights or discrimination against its employees, forced labour or child labour.

13.3 The contractor guarantees to comply with applicable laws to regulate the general minimum wage and will oblige subcontractors commissioned by it to commit to the same. On request, the contractor shall demonstrate compliance with the above. In the event of a breach of the above assurance, the contractor shall release us from any claims by third parties and is obliged to refund fines that are imposed on us in this context.

13.4 The contractor shall observe the respective legal provisions with regards dealings with employees, environmental protection and occupational safety and will work to permanently reduce adverse impacts on

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people and the environment through its activities. To this end, the contractor will set up and further develop a management system in accordance with ISO 14001 as far as it is able.

- 13.5 Further, the contractor shall observe the principles of the UN Global Compact Initiative, which essentially concern the protection of international human rights, the abolition of forced labour and child labour, the elimination of discrimination in recruitment and employment, and responsibility for the environment.
- 13.6 The contractor is obliged to comply with recognised technology rules (in particular DIN standards, VDE regulations, VDI guidelines) and legislation on product safety (in particular the Product Safety Act), the internationally applicable minimum standards regarding labour law, in particular all conventions of the International Labour Organization ('ILO') with respect to workers' rights, working time and industrial protection, safety and accident prevention regulations, as well as all applicable statutory and regulatory provisions.
- 13.7 The contractor shall ensure that any agents it has deployed in any way for the manufacture of products delivered to us will comply with the obligations listed in the preceding paragraphs.
- 13.8 The contractor shall also ensure that the products delivered by it correspond to the provisions of Regulation (EC) No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemical substances ('REACH'). The substances contained in the contractor's products, to the extent required under the terms of the REACH regulation, are preregistered or registered after the expiry of the transitional periods, provided that the substance is not exempted from registration.
- 13.9 The contractor affirms that the products delivered by it contain no substances of the so-called candidate list in accordance with Article 59, Paragraphs (1) and (10) of the REACH regulation. The contractor undertakes to inform us immediately in writing if – for whatever reason – products produced by it contain substances on the candidate list. This is particularly true in the case of the expansion of or additions to the candidate list. The contractor shall designate the individual substances by name and will communicate the mass percentage as accurately as possible.
- 13.10 If hazardous substances within the meaning of the Ordinance on Hazardous Substances or products whose use cannot exclude the release of such substances are delivered, the contractor must provide us with the data required for the compilation of the safety data sheet.
- 13.11 In the event that the contractor breaches one of the above-mentioned obligations, the contractor shall release us, our associated companies and their customers from all costs, claims by third parties (especially for indirect or direct compensation claims), as well as other penalties (e.g. fines) due to the violation of the preceding stipulation. This does not apply if the contractor is not responsible for the breach of this duty.
- 13.12 In the event of a suspicion of a breach of the obligations under clauses 12.1 to 12.5, the contractor shall immediately advise us about possible violations and inform us regarding awareness measures. If the suspicion is well founded, the contractor must inform us within a reasonable period of time which internal measures it has taken to prevent future violations. If the contractor does not fulfil these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with it or to terminate these with immediate effect.
- 13.13 In the event of serious legal breaches on the part of the contractor and violations of the provisions contained in clauses 12.1 to 12.3 and 12.5, we reserve the right to withdraw from existing contracts or to terminate these without notice.

### 14. Court of jurisdiction and choice of law

- 14.1 Exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship with the contractor shall be held by the competent courts of D-63897 Miltenberg. However, we are entitled to bring action against the contractor at the court of its headquarters or branch or at the court of the place of performance.
- 14.2 These GTC and all legal relations between us and the contractor shall be governed by the law of the Federal Republic of Germany to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 15. General provisions

- 15.1 Should a provision of these GTC and other affected agreements be or become invalid, this shall not affect the validity of the remaining conditions. The contractual partners are obliged to replace the ineffective regulation with one that is as close as possible in economic effect.