

## WEFA's General Purchasing Conditions

### Consists of

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- Hereafter referred to as "WEFA"

### § 1 Scope, Form

- (1) The present General Purchasing Conditions (GPC) apply to all business dealings with our business partners and suppliers ("sellers"). The GPC applies only if the seller is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a separate estate under public law.
- (2) The GPC applies particularly for contracts involving the sale and/or the delivery of moveable items ("goods") as well as services and deliverables, regardless of whether the seller manufactures the goods themselves or purchases these from a supplier (§§ 433, 650 German Civil Code) or performs the services or deliverables themselves or these are performed by a subcontractor. In so far as not otherwise agreed upon, the GPC shall apply in the version valid at the time of the purchaser's order or in any case in the most recent version they have received in written form as a framework agreement. This shall also be valid for similar future contracts, without us needing to refer to this agreement in each individual case.
- (3) This GPC shall apply exclusively. Any deviating, contradictory or supplementary General Terms and Conditions of the seller shall only become part of the contract if and insofar as we have expressly consented to this in writing. This consent requirement shall be valid in all cases, for example also if we accept the seller's delivery without reservation having read and understood the seller's General Terms and Conditions.
- (4) Any individual agreements made with the seller in a special case (including collateral agreements, amendments and changes) shall in any case take precedence over this GPC. A written contract or our confirmation in writing, in the absence of evidence to the contrary, shall be authoritative for the content of such agreements.
- (5) Legally relevant declarations and notifications by the seller with regard to the contract (e.g. setting of deadlines, reminders, withdrawals) shall be made in writing, that is in written or text form (e.g., letter, email, fax). Legal formalities and additional verification, especially in cases of uncertainty about the legitimacy of the declaring party, shall remain unaffected.
- (6) References to the applicability of statutory provisions are for clarification purposes only. Even without any such clarification, the legal statutory provisions shall apply, in so far as this GPC has not been directly amended or expressly excluded.

### § 2 Conclusion of Contract

- (1) Our order is considered binding with a written submission or confirmation at the earliest. The seller is responsible for informing us before acceptance of any obvious errors (such as spelling or calculation errors) and if the order or order documents are incomplete so that they may be corrected or completed. Otherwise, the contract shall be considered not completed.
- (2) The seller is obliged to confirm our order in writing within a deadline of five calendar days or in particular by sending the goods without reservation (acceptance).

A delayed acceptance is considered a new offer and requires our acceptance.

### **§ 3 Delivery Time and Delivery Delay**

(1) The delivery time provided by us in the order shall be binding. If the delivery time is not provided in the order and is not otherwise agreed-upon, this shall be two weeks upon conclusion of the contract. The seller is required to inform us promptly in writing if they cannot fulfil the agreed-upon expected delivery times – for whatever reason.

(2) If the seller fails to perform their service or does not do so within the agreed-upon delivery time or is in delay, this shall determine our rights – particularly regarding withdrawal and damage claims – according to the legal stipulations. The provisions in Par. 3 shall remain unaffected.

(3) If the seller is in delay, we can – in addition to other legal claims – demand a lump sum compensation for our damages incurred by the delay in the amount of 1% of the net price per completed calendar week, in total however not more than 5% of the net price of the delayed delivered goods. We reserve the right to prove that higher damages have occurred. The seller reserves the right to prove that no or only much lower damages have occurred.

### **§ 4 Performance, delivery, transfer of risk, default of acceptance**

(1) Delivery goods shall be packed properly, in an environmentally-friendly manner, and shipped in the appropriate containers and transport equipment. Our corresponding delivery instructions shall also be taken into consideration. For the delivery of hazardous goods, the complementary regulations for hazardous goods shall also apply. These must also be adhered to.

(2) The seller shall not be entitled to allow third parties (e.g., subcontractors) to perform services he/she is obliged to render without our express written consent. The seller bears the procurement risk for their own services, unless for this particular case something else has been agreed upon (e.g., stock limitation).

(3) The delivery shall take place “free of charge” to the address listed on the order unless otherwise agreed upon in writing. The agreed-upon delivery and performance dates are binding. The respective intended destination is also the place of fulfillment for the delivery and any subsequent rectification (obligation to be fulfilled).

(4) The delivery shall include a delivery note including the date (issuance and shipping), the content of the delivery (article number and number of items), as well as our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A separate shipping notice with the identical content shall be provided to us independent of the delivery note.

(5) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of delivery. In so far as an acceptance is agreed upon, this shall be authoritative for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply in the event of acceptance. The transfer or acceptance shall remain the same if we are in default of acceptance.

(6) In the event that we are in default of acceptance, the legal regulations shall apply. However, the seller must also expressly offer its service to us if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of materials). If we are in default of acceptance, the seller is entitled to demand replacement for its additional expenses according to the legal regulations (§ 304 German Civil Code). If the contract concerns a non-reasonable item to be manufactured by the seller (custom-made item), the seller shall only be entitled to additional rights, if we have agreed to cooperate and are responsible for failing to cooperate.

(7) If goods are delivered earlier than agreed upon, we reserve the right to return the items at the seller’s expense. If such premature deliveries cannot be returned, the goods shall be stored up to the delivery date with the costs and risks to be borne by the seller.

### **§ 5 Prices and Payment Conditions**

(1) The price listed in the order shall be binding. All prices include the legal VAT, if these are not itemized separately.

- (2) Unless otherwise agreed upon in a particular case, the price shall include all performances, services and supplementary work of the seller (e.g., assembly, installation) as well as all additional costs (e.g., proper packaging, transportation costs including possibly transportation and liability insurance).
- (3) The agreed-upon price shall be paid within 30 calendar days after the complete delivery and performance (including, if necessary, an agreed-upon acceptance) as well as receipt of a proper invoice. If we make the payment within 14 calendar days, the seller shall grant us a 3% discount on the net price in the invoice. For bank transfers, the payment is considered on time if our transfer order is received by our bank prior to the payment deadline. We shall not be responsible for delays caused by the payment procedures of the involved banks.
- (4) We are not responsible for any default interest charges. In the event of payment default, the legal regulations shall apply.
- (5) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. We are particularly entitled to withhold due payments as long as we have claims on incomplete or inadequate performance of the contract against the seller.
- (6) The seller only has rights of set-off and retention due to legally identified or undisputed counter claims.
- (7) In the case of acceptance of premature delivery or performance, the due date shall be the original agreed-upon delivery or performance due date. Payments shall not be deemed to be a waiver of any notices of defects and shall not constitute any acknowledgement of performance in accordance with the contract.

#### **§ 6 Confidentiality and Retention of Title**

- (1) We reserve property rights and copyrights for all illustrations, plans, drawings, calculations, usage instructions, product descriptions, gauges, measurement equipment, and any other documents. These documents are to be used exclusively for the purpose of fulfilling the contract and are to be returned to us after the contract has been completed. The documents shall remain confidential to third parties, including after the contract has been completed. The confidentiality agreement shall only expire if and in so far as the information contained in the entrusted documents is common knowledge.
- (2) The above provision applies correspondingly to substances and materials (e.g., software, finished and semi-finished products) as well as for dies, templates, samples and other items that we make available to the seller for manufacturing purposes. Such items shall – as long as they are not processed – be stored separately at the seller's expense and insured to a reasonable extent against destruction and loss.
- (3) Any processing, mixing or connecting (further processing) of items provided by the seller is done for us. The same applies to further processing of the delivered goods by us, so that we shall be considered the manufacturer and shall acquire ownership of the product, at the latest with the processing according to the statutory provisions.
- (4) The transfer of ownership of the goods to us shall be unconditional and regardless of whether the payment of the price has been made. If, however, in an individual case, we accept an offer from the seller that transfer of ownership is conditional on payment of the purchase price, the seller's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

#### **§ 7 Quality Management System**

- (1) The seller shall maintain a documented quality management system according to DIN EN ISO 9001 (and/or IATF 16949 and/or DIN EN ISO 13485) in its current version and will manufacture and test the product corresponding to the rules of this quality management system. This concerns all products, whether these are manufactured by the seller themselves (if applicable as dealer) or by third parties. An environmental management system (ISO 14001) as well as an energy management system (e.g., according to ISO 50001) are requested.

- (2) If the seller procures production and testing equipment, software, services, materials or other preliminary supplies from preliminary suppliers for the manufacturing or quality assurance of the products, it shall, according to contract, include these in its quality management system or ensure the quality of the preliminary supplies itself.
- (3) The seller shall keep records of the performance of the aforementioned quality assurance measures, in particular of measured values and test results, and shall keep these records as well as any samples of the products in a well-organized manner. They shall allow the customer to inspect the records to the extent necessary and hand over copies of the records and any samples.
- (4) Special characteristics require special attention, since deviations in these characteristics can have a particular influence on product safety, service life, assembly capability, function, or quality of subsequent manufacturing operations as well as legal regulations. Special characteristics are such characteristics that are verified in a special manner, functionally important characteristics as well as characteristics important for process. They are to be identified by the seller on the basis of the specified drawings and information and marked in all relevant product and process documents, such as drawings, FMEA, risk analyses, work plans, inspection plans, and production control plans. These features must be particularly taken into consideration and monitored in all relevant planning steps.
- (5) If the seller intends to change manufacturing processes, machines/plants or sources of supply that have not been explicitly approved within the scope of sampling, this must be notified in advance and approved by us. Changes to the product or process must be notified in advance, are subject to approval, and must be documented in a product and process life cycle.
- (6) To ensure the ability to deliver, the seller is required to develop a system of preventive maintenance for production equipment. In addition to defining the preventive maintenance intervals, an emergency strategy must be drawn up for the processes that have an influence on delivery capability. The seller is responsible for the packaging of its components. This packaging must be designed in such a way that the product cannot be damaged or contaminated by external influences during transport. The seller must coordinate the planned type of packaging with us allowing for sufficient time before the start of series delivery. All products which may be adversely affected by interactions with their environment shall be protected in a suitable manner. The planned preservation (if necessary) is to be coordinated with us on the seller's initiative allowing for sufficient time before the start of delivery. Suitable means of transport shall be organized to avoid any damages that may be caused by internal and external transport. The means of transport shall be documented in the work plans. The seller shall ensure, by marking the products or, if this is impossible or impractical, by taking other suitable measures, so that, in the event of product defects, it can immediately determine which other products may be affected (ensuring traceability). The seller shall inform us in writing about its labeling system or other measures in such a way that the latter can make its own determinations to the extent necessary.
- (7) The seller is responsible for the cleanliness of their parts and packaging. Our residual dirt specifications are to be taken into account here.
- (8) If the type and scope of the tests as well as the testing equipment and methods have not been firmly agreed upon between the seller and us, we shall be prepared, at the seller's request, to discuss the tests with the seller within the scope of our knowledge, experience, and possibilities in order to determine the respective required state of testing technology. In addition, we shall, upon request, inform the seller about the relevant safety regulations.
- (9) In the case of materials and raw materials, the tolerance range within which the delivery moves shall be verified by the unsolicited provision and delivery of test certificates by the seller.
- (10) This quality management system is intended to achieve the common goal of "zero defects".

## **§ 8 Legal and Regulatory Regulations**

- (1) Insofar as authorities demand access to our production process and inspection documents for the purpose of verifying certain requirements, the seller agrees, at our request, to grant them the same rights in its plant and to provide all reasonable assistance in this regard.

The materials supplied by our sellers must comply with the relevant national and European legal provisions and the regulations and guidelines of authorities, professional associations and trade associations of the Federal Republic of Germany in the currently valid versions. Furthermore, the obligations resulting from Regulation (EC) No. 1907/2006 (REACH Regulation) and Regulation (EU) 2017/821 (Conflict Minerals), among others, must be complied with. The seller shall confirm compliance with mandatory legal requirements and provide evidence thereof accordingly. The corresponding documentation along the supply chain shall be transmitted to us in a suitable manner upon our request.

Technical work equipment as defined by the EC Machinery Directive must bear the CE label. The following shall be included in the scope of delivery: the prescribed documentation, an EC declaration of conformity, and the operating instructions in German.

### **§ 9 Auditing**

(1) We are entitled to carry out an audit of the seller ourselves or have it carried out by an expert of our choice. This includes an assessment of the seller's operations and quality management system and a subsequent evaluation. We will use the findings of this audit as a basis for future contract awarding and for the internal classification of the company (rating).

(2) For this purpose, the seller shall grant us or an expert of our choice access to its premises to a reasonable extent after previously agreeing to a date, and shall provide a professionally qualified employee for support during this access period. Insights into manufacturing processes requiring secrecy, and other trade secrets may be refused.

### **§ 10 Product Labels**

(1) The seller agrees to properly mark and identify its products. The seller shall ensure that its products are marked and identified in accordance with our requirements, drawings, and specifications. The identification and product marking must be suitable for the area of use, be legible, unambiguous and undamaged regardless of transport and weather influences.

(2) If the delivered products or subcomponents of the seller are subject to the CE marking obligation or if the CE marking obligation arises from the installation or operation of our end products, the seller shall be responsible for the corresponding product marking and shall, if necessary, support us free of charge in complying with their CE marking obligation. This also applies to e.g. REACH, RoHS, EMC, LVD, PED, and other documentation required for "placing on the market" within the EU, Switzerland, and the UK.

### **§ 11 Entering and Driving on the Plant Premises**

(1) The seller is obliged to comply with our regulations regarding occupational safety, environmental protection, entering and driving on the plant premises, identification requirements, etc., which are provided or issued to him/her when performing services at the respective location. They shall instruct their employees accordingly.

(2) Irrespective of this, the seller shall actively inform themselves about existing regulations for external companies before starting work. Corresponding leaflets are available at the entrance to the plant premises from the plant security personnel.

### **§ 12 Replacement and Spare Parts**

(1) The seller shall provide all clearly descriptive characteristics for replacement and spare parts, including:

- Manufacturer,
- Type,
- Order / article / identification number,
- Dimensions,
- Material,
- Standard designations such as DIN, IEC, ISO, etc.

(2) Substances and operating materials which are subject to the Ordinance on Hazardous Substances shall be declared accordingly.

(3) If the seller intends to discontinue the production of spare parts for the goods delivered to us, they shall notify us thereof without undue delay after the decision has been made to discontinue such production. This decision must be made at least one year prior to the discontinuation of production.

### **§ 13 Proof of Performance and Acceptance**

Proof of performance and acceptance shall be carried out by the seller free of charge, shall be recorded in writing, and shall require countersignature or confirmation by us.

### **§ 14 Defective Deliveries**

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title for the goods (including incorrect delivery and insufficient delivery as well as improper assembly, defective assembly, operating or instruction manual) and in the event of other breaches of duty by the seller, unless otherwise stipulated below.

(2) In accordance with the statutory provisions, the seller shall be liable in particular for ensuring that the goods have the agreed-upon quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the seller, or from the manufacturer.

(3) We shall not be obliged to inspect the goods or to make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall therefore also be entitled to claims for defects without restriction if the defect remained unknown to us due to gross negligence at the time of conclusion of the contract.

(4) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects, subject to the following stipulation: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong delivery and insufficient delivery) or which are recognizable during our quality control in the random sampling procedure. Insofar as acceptance has been agreed upon, there shall be no obligation to inspect. Otherwise, it shall depend 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 obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

(5) Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance shall be borne by the seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

(6) Notwithstanding our statutory rights and the provisions in Par. 5, the following shall apply: If the seller fails to meet their obligation of subsequent performance - at our option by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period of time 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 unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the seller of such circumstances without undue delay, if possible in advance.

(7) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

### **§ 15 Supplier Recourse**

(1) We shall be entitled to our legally determined recourse claims within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) without limitation in addition to the defect claims. In particular, we shall be entitled to demand from the seller exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) shall hereby not be restricted.

(2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code), we shall notify the seller and request a written statement, briefly presenting the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall be responsible for proving the contrary.

(3) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another business, e.g. by incorporating the goods into another product.

### **§ 16 Producer Liability**

(1) If the seller is responsible for product damage, they shall indemnify us against third-party claims to the extent that the cause lies within their sphere of control and organization and they are liable themselves in relation to third parties.

(2) Within the scope of their indemnification obligation, the seller shall reimburse expenses pursuant to Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform the seller about the content and scope of recall measures - to the extent possible and reasonable - and give them the opportunity to make a statement. Any further legal claims shall remain unaffected.

(3) The seller shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 5 million per personal injury/property damage.

### **§ 17 Third Party Property Rights**

The seller warrants that the rights of third parties do not conflict with the intended use of the purchased goods, in particular that the property rights of third parties are not violated. If claims are nevertheless asserted against us due to a possible infringement of third party rights, e.g. copyrights, patents and other industrial property rights, the seller shall indemnify us against such claims and against any performance in connection therewith.

### **§ 18 Customs, Origin and Export Control**

(1) The seller shall comply with all applicable laws and regulations, in particular with respect to customs and export control (including U.S. and locally applicable export control laws), as well as all security and supply chain requirements.

(2) Together with the order confirmation, the seller shall provide us with all information and data in writing, which we require in order to comply with the applicable foreign trade law in case of export and import as well as in case of resale when re-exporting the goods and services, in particular for each individual good/service:

- The statistical commodity code according to the current commodity classification of foreign trade statistics and the HS ("Harmonized System") code
- All applicable export list numbers
- The "Export Control Classification Number" according to the "U.S. Commerce Control List" (ECCN), if the product is subject to the "U.S. Export Administration Regulations"
- The country of origin (non-preferential origin) and,
- If requested by the purchaser: the seller's declarations of preferential origin (for European sellers) or certificates of preferences (for non-European sellers).

(3) The seller is obliged to submit export control and foreign trade data.

### **§ 19 Statute of Limitations**

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions unless otherwise stipulated below.

(2) Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for defect claims shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed upon, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory 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 in no case become time-barred as long as the third party can still assert the claim against us - in particular in the absence of a limitation period.

(3) The limitation periods of the law on sales including the aforementioned extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

### **§ 20 Legal Minimum wage**

(1) The seller ensures that since January 1, 2015, the effective date of the Minimum Wage Act in Germany, and in the future, it will pay its employees a remuneration at least equal to the statutory minimum wage falling within the scope of application of the Minimum Wage Act in its currently valid version.

(2) The seller undertakes to engage only those subcontractors or temporary employment agencies that pay their employees covered by the Minimum Wage Act a wage that at least corresponds to the minimum wage set by the legislator at the time. The seller shall further agree to monitor its subcontractors and temporary employment agencies used in this respect accordingly.

(3) The seller shall be obligated to provide us upon our request with proof that the employees under this contract have been paid the minimum wage according to the Minimum Wage Act during the term of the contractual relationship. This proof is to be provided on a monthly basis but no later than three months after the performance of the work (e.g., by submitting anonymized wage/salary statements including the hours worked and the remuneration paid therefore). The seller also agrees to submit, at our request, monthly proof that the minimum wage has been paid by the subcontractors or temporary employment agencies to their employees according to the Minimum Wage Act.

(4) Should the seller fail to comply with the obligation to inspect, despite being requested to do so by us, we shall be entitled to a right of retention pursuant to Sections 320, 273 of the German Civil Code (BGB) amounting to 20% of the net order sum invoiced for the respective months plus VAT from the seller.

(5) The further liability provisions in this agreement shall remain unaffected by the liability according to the aforementioned paragraphs 1 -4 and their consequences in connection with the Minimum Wage Act.

### **§ 21 Applicable Law and Jurisdiction**

(1) The law of the Federal Republic of Germany shall apply to these GPC and the contractual relationship between us and the seller to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the seller is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in 78224 Singen, Germany. The same shall apply if the seller is an entrepreneur in the sense of § 14 BGB (German Civil Code). However, we shall in all cases also be entitled to take legal action at the place of performance of the delivery obligation in accordance with these GPC or a prior individual agreement or at the seller's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

Please note:

In accordance with the provisions of the Federal Data Protection Act, we would like to point out that we maintain computer systems, and, in this context, we also store the data received as a result of the business relationship with the seller.



**Disclaimer:**

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