

General Purchasing Conditions

Neuenhauser Maschinenbau GmbH
June 2016 Edition



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Definitions

- **GPC** are the general purchasing conditions
- **Authorised Persons** are the management and members of management as well as employees of our company designated by the aforementioned
- **Buyer** or respectively **Our Company** is Neuenhauser Maschinenbau GmbH, Hans-Voshaar-Strasse 5, D-49828 Neuenhaus
- **End-customer** is the customer of the buyer, for whose plant the delivery is intended
- **Order** or respectively **Purchase Order** designates the contractual agreements between the buyer and the supplier
- **Force majeure** encompasses war, earthquakes, pandemics and comparable events
- **Intellectual Property** denotes the ownership of intellectual property and the associated rights and claims
- **Delivery** denotes the goods specified in the order, services, required certificates, attestations, installation regulations, maintenance- and operating instructions, drawings, if applicable software or other documents and also the provision of training and instruction when they constitute a part of the order.
- **Supplier** is the contract partner of the buyer

1 - General, scope of application

These conditions shall only apply to persons whom act in an employed or independent professional capacity at the time of contract execution (entrepreneurs), and to legal entities under public law as well as special public trusts.

These GPCs regulate the contractual relationship between the supplier and Neuenhauser Maschinenbau GmbH. The GPC shall be applicable in their entirety to all legal acts associated with the purchasing of goods and services. Any and all conditions of any other type including terms and conditions of the supplier, whether in writing or orally conveyed, shall be precluded. Acceptance of the order confirmation, acceptance of the delivery and payment without objection shall not be construed as acceptance of other conditions. The GPC shall remain legally binding even when our company places an order while being aware of contravening or deviating terms and conditions of the supplier. Deviations, amendments, other terms and agreements etc. regarding these GPC as well as the assignment of orders to third parties and to subcontractors shall only be permissible with prior written consent provided by an authorised person from our company. Insofar as an order is assigned to third parties or subcontractors for the purpose of effecting deliveries or partial deliveries with our prior consent, the supplier shall be obligated to oblige the third party to comply with our GPCs (chain liability).

2 - Order acceptance, contract

Only orders submitted in writing pursuant to our purchase order combined with these GPC shall be binding to our company. A written order confirmation of supplier must be received by us within 5 business days of the order being submitted, unless another period is specified in the order. Our company reserves the right to withdraw an order if this period has not been honoured and/or as long as the supplier has not submitted a written order confirmation. Any and all side-agreements shall only be valid when confirmed in writing by an authorised person from our company. These GPCs shall also be legally binding to all amended and additional contracts (see section 5d). Cost estimates and offers shall be binding and shall not require compensation unless otherwise explicitly agreed upon.

3 - Warranty, standards, quality, safety

The supplier guarantees a high-quality and proper performance of the delivery in accordance with the order terms. The supplier particularly undertakes to ensure that the delivery is fully suitable for the intended purpose, complies with the state-of-the-art (EN, DIN, VDE and similar regulations) and shall be free from any deficiencies with respect to drawings, production errors, material faults, content of the operating- and maintenance instructions, programming (software), etc.

The supplier confirms the exclusive use of new materials and the performance of any work by suitably qualified personnel. Insofar as the order encompasses the provision of personnel, the supplier undertakes to only make available screened personnel in compliance with statutory regulations for the duration of the agreed upon period and hereby confirms to possess the required permits to provide temp workers.

All units, systems, components and individual parts must comply with health and safety regulations pursuant to the respective EU directives and guidelines, the APR and the equipment safety act (GS mark) and must meet the safety- and occupational health state-of-the-art. The supplier guarantees compliance with the most recent EU directive pertaining to machine safety (EC Machinery Directive). The supplier undertakes to perform a risk analysis pursuant to EN 1050 and to incorporate the results and facts gained by it in the design of the machines, parts and safety components. The supplier must submit the risk analysis to our company upon request. The supplier is generally obligated to obtain the CE mark certification and to provide a CE declaration of conformity. A CE manufacturer declaration shall only be accepted if agreed upon with the periods specified under section 2.

The supplier confirms and guarantees that all goods to be delivered conform to the requirements set forth in Directive 2011/65/EC of the European Parliament and Council dated July 8, 2011 regarding the RoHS or "Restriction of Hazardous Substances" in their respective valid version.

Insofar as technical, safety- / quality- and/or other regulations have been referenced in the GPC in an order without being attached to the order itself, it is expected of the supplier to know these regulations or to inform himself of such regulations without delay in order to ensure proper contract performance. Once the order confirmation has been received within the period specified under section 2, the supplier shall be obligated to deliver in conformity with all respective regulations.

4a - Interim inspections, evaluations and tests

Our company shall at all times have the unlimited right to inspect, test and/or perform a progress evaluation of the delivery, associated matters and performed work. This shall apply to the supplier premises, third parties contracted pursuant to articles 1 and 2 and to any and all locations at which the contract is being performed. Our company shall be entitled to charge other parties and offices with this task without consent from the supplier. The supplier shall be obligated to provide, free of charge and without delay, the required personnel and material assistance as well as suitable space to perform these tasks. Our company shall only bear the costs of our own personnel. If performance at a given agreed upon date should not be possible or if a repeat inspection should be necessary, our company shall be entitled to bill the costs so incurred. If the supplier should perform interim inspections, evaluations and test which fall into his sphere of responsibilities, the supplier shall be obligated to inform our company within a suitable period (of at least 3 days) in advance and in writing. This obligation to inform shall not obligate us to participate and it shall not release the supplier from his obligations to us set forth in the written order. We shall be entitled without restriction to order interim inspections, evaluations and tests.

All interim inspections, evaluations and tests must be performed in compliance with the requirements, regulations and documents set forth in section 3. A participation by us or a notice of defect shall not release the supplier from his performance obligations. In the event of defects, the supplier shall be obligated to remedy or replace at his

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own expense. The supplier is obligated to, upon request, create a report regarding the delivery and to submit it to us within 2 days. Interim inspections, evaluations and tests or lack thereof do not constitute acceptance.

4b - Final evaluation, final tests and acceptance

The written approval of the delivery by us shall constitute final acceptance. This shall, however, not apply to defects detected only after acceptance. Should the delivery be subjected to a final test or final evaluation before acceptance, the regulations of section 4a shall apply with the exception of the last sentence. When the delivery must have properties that can only be verified after erection, assembly or installation, the final inspection or evaluation shall only take place after the delivery or the object for which the delivery is intended are ready. Final acceptance shall not occur before the final evaluation or final inspection. Insofar as supplemental deliveries of certificates, attestations, assembly regulations, maintenance- and operating instructions, drawings or other documents, the providing of training and instruction have been agreed, they shall be an integral part of the delivery and it shall be assumed that final acceptance has not taken place before they were delivered or performed. In the event of us being hindered in the performance of our obligations by circumstances we could not prevent despite reasonable prudence on our end, we shall - even in the event of acceptance delays - be entitled to extend the acceptance period without the supplier being entitled to damages or to exercise the right to withdraw. The supplier grants us the unlimited right to make use of the delivery even before final acceptance. A corresponding use shall not constitute full- or partial acceptance or acceptance of any other kind.

The inspection documents, certificates, acceptance- and other documents must be retained for a period of at least 10 years at the supplier's expense and must be submitted to us when needed.

5a - Delivery and delivery date

Deliveries (including partial- and remainder deliveries) delivered to location other than the agreed upon place of performance shall be considered not delivered. For every delivery, the dates specified in the order shall be binding (forward transactions) and constitute an essential obligation of the supplier. The supplier undertakes to perform schedule monitoring. It is the sole responsibility of the supplier to manage and control his sub-suppliers in a manner which ensures compliance with delivery dates and which provides a current Target/Actual status at all times.

In the event of imminent default or other delays the supplier shall be obligated to inform our company without delay and without delay stating the reasons, the maximum potential delay duration and the measures taken by supplier. Failure to inform our company in a timely manner shall preclude appeals by the supplier at a later time.

If the supplier has assumed responsibility for the erection or the assembly and possibly also the commissioning and there are no written agreements stating otherwise, the supplier shall, notwithstanding any other regulations, bear all associated ancillary costs such as e.g. travel costs, provision of tools, lifting gear, cranes, forklifts, etc. and the respective country-specific permits. In the event of the overall installation encompassing services rendered by multiple businesses, the supplier undertakes to cooperate and coordinate with our company and the other parties at the site to the effect that all contractual dates shall be complied with.

For software and its respective documentation which are part of a delivery we shall have the right of use to the extent set forth by Paragraph 68a et. seq. of the German Copyright Act. We shall furthermore be entitled to create a backup copy without prior consent of the supplier.

In the event of our company being subjected to contract penalty claims which are the result of delivery delays which are caused by the supplier, the supplier shall be obligated to assume such penalties. We reserve the right to submit additional claims for damages.

In the event of a delivery being delayed, our company shall be entitled to charge a contract penalty of 1% of the order value for each week of delay, capped at a total of 10 % of the order value. We reserve the right to submit additional claims for damages.

The interpretation of international trade clauses shall follow Incoterms 2000. Unless otherwise agreed upon, delivery shall be made DDU including packaging, freight, possible carriage, costs for sample drawing, etc.

5b - Cancellation, suspension

Our company shall be entitled to suspend or terminate further performance of the delivery by notifying the supplier in writing at any time. Upon receiving a corresponding notice, the supplier shall

- stop all work on the delivery,
- stop awarding contracts to third parties or sub-suppliers associated with the delivery,
- make efforts to immediately annul or suspend orders already submitted to third parties regarding the delivery upon request by our company,
- to secure any procured or reserved materials and all deliveries and services, including from sub-suppliers, already finished or currently in preparation until given further instruction by our company,
- to comply with instructions by our company regarding these deliveries and services.

Should our company cancel an order for reasons found in the end-customer (e.g. payment default, contract cancellation), the supplier shall be entitled to a prorated payment for contractually performed deliveries and services, provided our company has already received respective payments from the end-customer or will bindingly still receive them.

If the supplier should, at fault, violate his schedule compliance obligation or his obligation to inform specified under section 5a (including in the event of bankruptcy, business dissolution, etc.), we shall be entitled to, without further notice or court intervention and without impairment to our other rights, terminate the agreement in full or with respect to the delayed delivery, partial- or remainder deliveries and to have any remainders performed by third parties at the supplier's expense. In this event, our company shall not be obligated to pay the agreed upon purchase price or any claims for damages. Any down payments already remitted must be returned without delay and our company reserves the right collect interest of 5 % p.a. on the respective owed amounts.

Our company shall retain the right to keep demanding performance as well as damages for delays. Alternatively, we shall have the right to forgo delivery and demand damages in lieu of delivery instead.

In the event of contract termination, the supplier shall return to our company without delay any and all ancillary materials specified under section 5c, data storage media and other technical documents which are associated with the order. Our company shall furthermore be entitled to assume contracts the supplier has entered into in order to fulfill the order. Corresponding copies of such contracts including the agreed terms between the supplier and third parties or sub-suppliers must be surrendered to our company.

5c - Transfer of ownership, risk and retention of title

We shall become owners of the supplied delivery at the time of its arrival at its destination without any further statements or actions required. For separable deliveries, the transfer of property to us shall progress relative to our partial payments on the total price, but no later than in accordance with sentence 1. The transfer of risk to us shall occur at the time of acceptance.

When we are supplying parts to the supplier, we shall retain the title. Processing or remodelling by the supplier are performed for us. If our goods with retained title are combined with other items which are not out property, we are obtaining partial ownership in the newly created goods in the same proportion of the value of our items (purchase price plus VAT) compared to the other items used at the time of creation.

If our goods with retained title are mixed with other items which are not out property irreversibly, we are obtaining partial ownership in the newly created goods in the same proportion of the value of our items (purchase price plus VAT) compared to the other mixed-in items used at the time of mixing. If the mixing is done in a manner which will make the item of the supplier the main item, it shall be assumed to be agreed that the supplier shall transfer prorated partial ownership to us. The supplier shall store to solely or partially owned property for us.

We retain the title for tools. The supplier shall be obligated to use tools exclusively for the preparation of goods ordered by us. The supplier shall be obligated to insure our tools at his own expense against fire, water and theft with the coverage covering the new purchase price. Simultaneously, the supplier hereby assigns all claims for compensation against the insurance company to us and we hereby accept the assignment. The supplier is obligated to perform possibly required maintenance, inspection, repair and upkeep works on our tools at his own expense and in a timely manner. Possible malfunctions must be reported to us without delay, if such reporting is omitted at fault claims for damages shall remain unharmed.

The supplier is obligated to keep strictly confidential any received images, drawings, calculations and other documents and information as well as models and similar, and to return the latter including any copies or duplicates to us after contract performance as specified below. The supplier does not obtain any rights in the aforementioned. They must only be divulged to third parties with our express written consent. The creation of copies or duplicates by any technical means is only permissible with our prior express written consent. This confidentiality obligation shall remain in effect after contract performance. It shall only expire once the fabrication- and or design know-how obtained from the provided images, drawings, calculations and other documentation have become public knowledge.

If our security interests pursuant to section (2) and/or section (3) exceed the purchase price of all our unpaid goods with retained title by more than 10 %, we shall be obligated to release security interests at our discretion upon request by the supplier.

5d - Change of the scope of delivery

If our company should demand changes to the delivered item, the supplier must without delay inform us of any resulting additional or reduced costs and any effects on the delivery schedule in writing, with evidence, and without having to be prompted. The added or reduced costs shall be determined using the original order as calculation basis. If unit prices are agreed upon, reducing ordered unit amounts shall only entitle the supplier to raise individual unit prices when supplier can prove an unreasonable financial burden.

A contract amendment considering the mutual interests and in good faith with the objective of coming to an agreement shall be negotiated. Once an agreement has been reached regarding the contract amendments, our company shall issue in writing and amended order stipulating the changes and contract amendments.

However, the supplier shall immediately implement the demanded changes under preliminarily unchanged order terms even if no agreement regarding the contract amendment has been reached already.

The supplier must inform our company within 5 business days if any process should occur that will, in the opinion of supplier, lead to such claims to contract price increases or schedule changes. Otherwise the supplier will forfeit such claims.

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5e - Deviations from order specifications

The supplier is obligated to explicitly and conspicuously denote in his order confirmation any possible deviations from the purchase order text. All deviations require explicit approval by the purchaser before performing any deliveries or services. In the event of violations by the supplier the buyer shall be entitled to refuse acceptance and payment. The submission of claims for damages is explicitly reserved.

5f - Reserve parts

The supplier is obligated to supply our company upon request with reserve parts at reasonable prices (we assume a price increase of 3 % p.a.) for the normal service life of the delivery, but for no longer than 10 years after the date on the bill of lading and under the conditions and terms specified in the original order.

6 - Prices and payments

The agreed upon prices shall be binding for the entire duration of the contract. The statutory VAT amount must be declared separately on the invoice. Unless agreed upon otherwise in writing, packaging and shipping costs as well as ancillary costs must be included in the price. Additional work or work reductions require prior written confirmation, otherwise they shall not be accepted (see section 5d). Payment shall be remitted within 14 days with a 3 % discount, or within 30 days net after receipt of invoice and goods and after receipt of the agreed upon documents. Our company reserves the right to remit the purchase price only after complete delivery, inspection and acceptance. If the delivery is received after the invoice or if the invoice is incomplete, the calculation of the discount period shall be based on the receiving day of the delivery or the receipt date of the completed invoice. Payments before delivery shall only be made if our company is provided with a bank guarantee issued to us by a first-rate European bank free of charge. The bank guarantee must be valid for at least 45 days after the scheduled delivery date and issued pursuant to our specifications (please request if required). The supplier shall furthermore not be entitled to assign or transfer his claims against us or to have them collected by third parties without our written consent.

Hourly billing shall be settled according to time cards. Time cards must be created on a daily basis and signed off before the work day is over by an authorised person. The time cards must show the order number, the place of performance, the clearly specified work and the number of work hours rendered - itemised by normal work hours, overtime, Saturday and Sunday work as well as holiday work. Insofar as travel time must be compensated it must be declared separately, otherwise the claim will expire at the time the invoice is received.

The signing of time cards does not constitute acceptance of an (additional) obligation to make payments, but only serves the purpose of determining the actual scope of rendered services. An obligation to remit payments can only be established by a separate order of hourly billed work.

7 - Dispatch- and packaging regulations

Every delivery must contain a bill of lading. Partial- as well as remainder deliveries must be named and marked as such. If it should be impossible to add a corresponding bill of lading to a delivery, they must be sent to us separately by mail. The order number, delivery address, amount of materials, weight information, etc. are an integral part of the bill of lading and the designation of the delivery. Partial deliveries are only permissible after written confirmation.

It is mandatory that packaging must comply with the statutory packaging requirements of the European Union as well as of the destination country. It is the responsibility of the supplier to inform himself of these regulations. Hazardous materials must be packaged in compliance with applicable laws and marked pursuant to its classification and material safety data sheets must be included. The packaging must be designed in such a manner that the delivery will be protected from moisture, corrosion and other chemical and mechanical influences during land or sea transport and for a duration of at least 6 months. The supplier must ensure that safe unloading of the delivery at the destination using lifting gear, etc. is possible. The supplier shall be liable for damages to the delivery occurring before the agreed upon transfer of risk, especially in the event of improper packaging, during transport and during interim storage. Taking out appropriate transport insurance is the responsibility of supplier. The insurance policy must be submitted to us by fax message before delivery.

Packaging should be made of environmentally friendly materials (e.g. CFC-free) and reused if possible. The packaging should display commonly accepted recycling symbols. When packaging does not comply with these requirements our company shall be authorised to dispose of these packaging materials at supplier's expense. The return of reusable packaging by our company shall be free of charge. Possibly incurred costs shall be billed to the supplier. Any liability for these packaging materials is explicitly disclaimed.

Acceptance of deliveries that do not meet these requirements can be refused. Our company reserves the right to return these refused deliveries to the supplier under risk and at the expense of supplier with the amount billed to us by supplier for said delivery being credited to us. The required packaging material on loan from us must be treated by supplier with great care and properly insured.

Our company shall be entitled to demand of supplier — even after submission of a ready-to-ship notice — to defer the dispatch of the delivery, partial- or remainder delivery in the event of receipt being temporarily impossible, and to properly store the delivery at the risk and expense of supplier for up to 3 months.

8a - Warranties and remedy of deficiencies

The warranty period shall be at least 24 months after commissioning and up to 30 months after complete delivery and acceptance pursuant to section 4b. If the delivery can fully or partially not be used during this period due to defects, the warranty period shall be extended by the corresponding downtime. Within these periods, the supplier undertakes to remedy in full any defects reported in writing within a period set by our company at supplier's expense.

If so required, the remedying of defects must be performed with increased personnel- and material expenditure and in multi-shift and/or overtime deployments. If it is permissible in the country in which the work is to be performed, the remedying of defects can also require Sunday and holiday work.

If required and when it makes sense the supplier shall, after coordinating with us, provide temporary appliances at his expense and to keep them available until defects have finally been remedied, in order to prevent downtimes or to keep them as short as possible.

If it should prove impossible to remedy the defects within the required period or when operational safety is compromised, our company shall be authorised to have the required work and services (crane works, transport, etc.) performed by third parties or do so ourselves and to bill supplier for the costs so incurred in their entirety plus an administrative fee of 5 %. In urgent cases we shall be entitled to immediately and without giving notice to supplier replace or repair defective parts and to removed occurred damages at supplier's expense.

In the event of replacement deliveries or defect remedy the warranty period shall be reset. The place of remedy shall be the place of acceptance or respectively the place of operation.

If similar defects occur repeatedly even after repeat remedy or if it can be assumed that other parts of a given delivery are also affected by a defect, the supplier shall be obligated to remedy the underlying cause of the defects by appropriate means, e.g. by changing the concept / design, using different materials or ancillary equipment, free of charge, or also to agree without appeal to a reasonable extension of the warranty period for the affected parts if so demanded by our company.

If technical documents delivered by the supplier prove to be faulty, and based on said documents we or our customers have procured or created equipment, the supplier must correct the technical documents at his expense and reimburse us or our customer for costs incurred due to required changes, repairs and / or replacement of such designs.

The aforementioned regulations do not release the supplier from any other statutory liabilities. The applicability of Para. 377 and 378 of the German Commercial Code are waived, unless the defect is conspicuous.

8b - Performance guarantee

The supplier furthermore assumes for a service life of 12 months (under regular operational and process conditions of the system and under the environmental conditions at the place of operation) the guarantee of flawless operability of his delivery. Upon request and within 3 weeks of order placement the supplier shall be provided with the operational- and process conditions as well as the environmental conditions.

9 - Disease- and accident prevention

If the supplier or respectively persons contracted by supplier render services on our or our customer's premises, the supplier shall ensure that all country-specific laws and regulations for the prevention of diseases and accidents are complied with. The supplier shall be liable for all damages and other claims resulting from the violation of such regulations. Any and all liability on our part for accidents happening to such persons is explicitly disclaimed, unless a malicious or grossly negligent violation of our obligations by us has occurred.

10 - Liability and exemption

The supplier shall hold our company harmless from any and all third-party claims, including defects of title, and shall compensate our company for all suffered personal-, material- and consequential damages resulting from or associated with the delivery, especially with respect to claims resulting from product liability and up to a coverage amount of at least 10 million Euros. The right to claim damages, especially damages due to non-performance and the resulting damages remains explicitly reserved. Our company undertakes to inform supplier of such claims without delay. The supplier pre-emptively assigns to us in advance all potential recourse claims which supplier will have against third parties or his sub-suppliers on the legal basis of Para. 478 and 479 of the German Civil Code in order to secure our existing recourse claims. The supplier is obligated to take out product liability insurance for the delivery and to provide proof of insurance to us upon request. The taking out and / or providing of such a product liability insurance shall not limit the statutory liability or our claims pursuant to sentence 1 of this section. Within this scope, the supplier shall also be obligated to compensate any potential expenditures resulting from Para. 683 and 670 of the German Civil Code, which occur due to or in connection with a product recall we have to perform. We shall, as far as possible and reasonable, inform the supplier of the content and scope of recall activities to be performed, and to provide supplier with an opportunity to submit statements.

Our company reserves the right to lodge claims against suppliers even after the expiry of potential periods specified in respective liability laws.

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11 - Confidentiality, intellectual property

Our request for and / or the offer submitted by supplier and / or our order and all associated technical and business details (e.g. drawings, bill of materials, any type of specifications, etc.) must be kept confidential by supplier even after the business relationship has concluded. Any and all business dealings with our company must only be made public with prior written consent from us. This shall apply to any type of publication and also for references.

Especially the property rights specified under section 5b regarding the approved use for the performance of the contract within the scope of the order shall apply. The supplier guarantees that these obligations are properly transferred onto his employees, workers, all other staff and also onto authorised third parties. Our company reserves the right to submit corresponding claims for damages in the event of violations.

The supplier guarantees to our company and to our customers that deliveries will not violate the intellectual property of others (patents, industrial designs, trademarks, licenses, etc.) and undertakes hereby to hold our company and our customers harmless.

The statute of limitation on claims based on this section shall expire after ten years, unless the statutory statute is longer.

12 - Business conduct guidelines

Integrity is the basis of our dealings with business partners, employees and the public. This statement constitutes the basis of our Business Conduct Guidelines. The basis of our strategic thinking and activities are the applicable ethical and statutory standards. The perception of our company in the public is, among other things, substantially shaped by the conduct of each and every supplier of us. Every supplier of our company shares responsibility in our company fulfilling its societal responsibilities around the world. Alongside national statutory regulations, the "Business Conduct Guidelines" are to be considered binding regulations which apply to all suppliers and their employees. These "Business Conduct Guidelines" assist us in meeting ethical and legal requirements in our daily work.

13 - Force majeure

The supplier shall not be held liable for force majeure.

Schedule-critical parts becoming defective, delays of the supplier and/or his sub-suppliers and unauthorised strike or similar are not considered force majeure.

The occurrence and conclusion of such events, the projected duration of the delays and any other consequences must be reported by the supplier and / or his sub-suppliers without delay and supported with proof. This written notice including proof constitutes the prerequisite of an acceptance of schedule delays.

The supplier and / or his sub-supplier are obligated to take any and all reasonable measures to limit the effects of force majeure as much as possible.

If the force majeure event lasts for more than three months, each party shall be entitled to cancel the order in writing. Our company shall be entitled to demand the delivery of wholly or partially finished parts against payment of the prorated price.

14 - Place of fulfilment

The place of fulfilment of the order is the destination stated in the order. Place of payment for the order is the registered office of our company.

15 - Applicable law, legal venue

These General Purchasing Conditions and the resulting agreements shall be subject to the laws of the Federal Republic of Germany exclusively under explicit exclusion of any conflicts of law. The application of the UN convention dated 11 April 1980 pertaining to the international purchasing of goods, The Hague Sales Convention and the Vienna UNCITRAL - Sale of Goods Convention (CISG) is fully barred.

Exclusive legal venue for suppliers with registered office in the EU, Norway, Iceland or Switzerland is Nordhorn (Germany).

For suppliers with registered office outside of the aforementioned countries the following shall apply:

All disputes arising in connection with these GPCs shall be subject to final decision pursuant to the arbitration rules of the International Chamber of Commerce in Paris, issued by one or several arbitration judges appointed under these rules and based on the German code of procedure and under preclusion of the regular legal recourse process. The arbitration court shall hold its session in Nordhorn using the German language.

Our company reserves the right to seek legal recourse against the supplier using another legal venue of our choice.

16 - Partial invalidity and data protection

Should individual clauses of these GPCs be wholly or partially invalid, the remaining clauses shall remain intact.

The contract parties undertake to replace an invalid or unenforceable clause of these conditions with a valid clause or enforceable clause, which achieves the economic purpose of the invalid clause effectively and enforceably.

Pursuant to Para. 33 of the German Data Protection Act, our company gives notice that supplier data is being stored within the scope permitted by the aforementioned act.