# technotrans systems GmbH general terms and conditions of purchase (for suppliers)

## § 1 General Scope

(1) These General Terms and Conditions of Purchase shall apply for the purchase of goods and services and work delivery.

(2) Our General Conditions of Purchase shall apply solely to companies within the meaning of § 14 BGB (German Civil Code).

(3) Every contract with our contractual partner (in the following referred to as Supplier) is governed solely by our general Conditions of Purchase. We do not recognize or accept terms and conditions of the supplier that conflict with or vary from our general Conditions of Purchase, unless we expressly agree to their validity in writing. Our general Conditions of Purchase even apply, if we accept the delivery or service from the supplier without any reservations although we have knowledge of supplier terms that conflict with, or vary from, our general Conditions of Purchase.

(4) With the first delivery or service based on these general Conditions of Purchase the supplier accepts our respectively valid general Conditions of Purchase for all other contractual relationships. At first demand we will provide the supplier with the currently valid version of our general Conditions of Purchase free of charge. Our current general Conditions of Purchase are also available as a printout or download via the internet at www.termotek.de.

(5) All agreements made between us and the supplier for the purpose of the fulfilment of a contract and that extend beyond these general Conditions of Purchase or that change them, must be detailed in writing in such contract. Alterations to a contract, additions or verbal side agreements are only valid if we confirm them in writing. Verbal side agreements are invalid.

## § 2 Conclusion of a contract, subject matter of contract

(1) Only written and signed or electronically source-signed orders from us are valid. The contractual content is solely governed by the content of our order.

(2) The supplier shall confirm our order in writing, within seven (7) calendar days after the date of the order. After expiration of this deadline we are entitled to revoke our order. Claims by the supplier due to an effective cancellation are excluded. Orders are considered to have been accepted, if the supplier does not object within four (4) calendar days in writing or textual format, provided the supplier was expressly informed of this legal consequence by us with the order.

(3) If insolvency proceedings have been opened with regard to the estate of the supplier and if the supplier has not or not fully completed the contract, we are in any case entitled to cancel the contract or – with continuing obligation – to terminate the contractual relationship without adherence to a time limit.

(4) At our discretion we are entitled to demand alterations on the item to be supplied even after the contract has been concluded (§ 315 BGB), if the variations are reasonable for the supplier.

(5) The supplier may only delegate major parts of the items to be supplied to subcontractors if we agree to this in writing. The supplier is liable for the goods and services of subcontractors in the same way that he would be for his own goods and services.

(6) All correspondence with regard to the processing of contracts (prices/conditions) must be addressed to our purchasing department. All documents from our supplier must show our order number and part number, the contact partner and the date of the order.

## § 3 Supply, service, default, penalty

(1) The agreed delivery and performance dates and deadlines are binding. Compliance is considered to be; for sales contracts the receipt of the goods i.e. for service contracts the performance and for work deliveries the bringing about of the successful performance at our company i.e. at an agreed site of delivery or service.

(2) The supplier is obliged to inform us immediately in writing – and verbally in advance – if circumstances occur or become apparent to him, that indicate that agreed upon supply or service deadlines cannot be complied with. This also applies if the supplier is not responsible for the delay. If the supplier is derelict in his duty, then we are entitled to compensation by him of the resultant damages. In case of delayed delivery or service the supplier must inform us in writing of the reason for the delay and the remedial actions that he has initiated and planned.

(3) If goods are delivered at an earlier date than that agreed upon, we reserve the right to return said goods at the expense of the supplier. If we do not return a premature delivery, then we will store the goods until the actual date of delivery at the account and risk of the supplier.

(4) We only accept partial deliveries or services after express prior agreement. An agreed partial delivery must detail the outstanding amount. Without a contrary written agreement partial deliveries cannot be charged separately.

(5) In case of a delay in delivery or service we are entitled to the legal rights. In particular we are entitled, after the unsuccessful lapse of a reasonable period of grace, to demand compensation instead of the service and to rescind the contract – even for a partial nonperformance. Should we demand compensation, then the supplier has the right to prove hat he is not responsible for the breach of duty. The above mentioned period of grace is not required if a fixed date has been arranged with the supplier.

(6) In the case of a delay of delivery or service we are entitled to demand a contractual penalty in the amount of 0.5 % of the net value of the delivery for the delivery of goods i.e. 0.5 % of the agreed upon net payment per default day, however no more than in total 5 % of the net delivery value / net payment; further statutory damages, in particular compensation offsetting der contractual damages as well as the rights listed in the following are reserved. The contractual penalty is only considered to be forfeited, if the supplier proves, that no damage or considerably less damage was caused; in the latter case we can demand compensation of the actually accrued damage.

(7) During the period of delay we are entitled obtain the goods or services from another source and to reduce our orders to the supplier by the amount of goods i.e. services procured in this way, without diminishing the liability of the supplier, or to instruct the supplier, to procure the lacking goods or services for us from third parties, at the same price agreed upon between us and the supplier.

(8) The acceptance of a delayed delivery or service does not constitute a waiver of damages and contractual damages. The retention of a forfeited contractual penalty due to a delayed delivery or service is timely if we deduct the forfeited amount from the next but one invoice due.

(9) With regard to lot sizes, weights and measures as well as delivery quantities, the values that we determine in the incoming goods inspection are authoritative, except when verification has been otherwise provided.

## § 4 Dispatch instructions, delivery dates

(1) Delivery items shall be packed properly and in an environmentally friendly fashion, delivered in suitable containers and means of transportation and our current delivery instructions must be observed. Furthermore the Hazardous Materials Regulations apply for hazardous substances and must be adhered to.

(2) Each delivery shall be accompanied by a delivery note. The delivery note and all delivery documents shall contain the date of dispatch, our order number and part number for the goods to be delivered; if the supplier does not adhere to this prerequisite, then delays in the processing of the delivery are not our fault. The supplier will reimburse us for any costs incurred by the nonobservance of these regulations.

(3) The period of delivery or the delivery date set in our order are binding for the supplier.

(4) The ordered goods shall be delivered "delivered free domicile"- unless otherwise agreed – and at the risk of the supplier up to the point in time of the complete delivery at the contractually agreed upon delivery site or site of use.

(5) For dispatch all the relevant tariff, transport and packaging regulations of postal services, railway services, road traffic, shipping, air traffic etc. shall be observed. Especially to be observed are potentially existent customs and hazardous goods regulations. If we have not specifically stipulated transport regulations those most favorable for us shall be selected.

(6) If sub-suppliers are used, then these must indicate the supplier as their principle in all correspondence and freight documents specifying the above mentioned order data.

## § 5 Product marking

The goods supplied must be marked in accordance with possibly existing statutory regulation and EG/EU directives. The supplier is obliged to send us all necessary product information in the most current form prior to delivery, particularly with regard to composition and durability, e.g. safety data sheets, manufacturing information, marking regulations, installation manuals, industrial safety measures and specifications, etc.

## § 6 Certificate of performance and acceptance protocol

(1) Any contractually stipulated certificates of performance and/or acceptance shall be carried out at no charge to us and shall be recorded and signed by both parties.

(2) Fictional acceptance is excluded.

(3) Also for contracts for labor and materials a formal acceptance within the meaning of the above mentioned clause 6.1 must take place as a prerequisite for due reimbursement.

## § 7 Prices, payment

(1) Agreed prices are – as far as nothing to the contrary has been agreed upon - fixed prices delivered free domicile and include all costs for packaging, transport to the indicated receiving site i.e. dispatching site, customs formalities and duties.

(2) The applicable value added tax is not included in the price. The value added tax effective at the time of the billing shall be shown separately on the invoices. Price increases are only valid if we have agreed to them in writing. The invoice shall list the order data. After delivery the invoice shall be sent separately to the invoice address stipulated in the order.

(3) Payment will be made as follows, with the means of payment chosen by us:

(a) Insofar as nothing has been agreed to the contrary, we shall pay invoices within 30 days net. The time allowed for payment begins with the delivery of the goods at the receiving site (forwarding address) i.e. acceptance of the service or labor/material and receipt of the invoice at the invoice address shown on the order.
(b) If we pay within 14 days after receipt of the invoice and goods, we are entitled to deduct 3% early payment discount.

(4) All payment deadlines do not become effective before the complete delivery i.e. complete performance of the service as well as the receipt of a contract-conform invoice listing value added tax and the order number as well as the tax identification number of the supplier.

(5) We are entitled to determine the method of payment. For payments by transfer the financial obligations are considered to have been met in time, once the transfer instruction has been transferred to our bank.

(6) For premature deliveries or services the due date is determined by the delivery or service date originally agreed upon. Payments are not considered to be a waiver of a potential notice of defects and are in no way an acknowledgement of contractual fulfilment.

(7) If the delivery or service was incomplete or deficient we are entitled to withhold the payment, completely or proportional to the value, pending orderly fulfilment. The supplier is only entitled to retain and offset his claims against

our claims for such claims, that we have acknowledged or that are legally binding, unless the counter claim is based on a breach of major contractual duties (compare clause 20.1) by us.
(8) The supplier shall not object to us offsetting payments against any higher claim amounts that we have.

## § 8 Force majeure

Acts of God, industrial action, interruption of operation (not caused by the supplier), civil unrest, official measures and other events that were unavoidable and that we did not culpably cause and comparable events entitle us – notwithstanding our other rights - to partially or wholly rescind the contract, insofar as they are of considerable duration and result in a considerable reduction of our requirements.

## § 9 Reservation of ownership

(1) If the General Terms and Conditions of the supplier only allow a delivery with a retention of title, then only a basic reservation of ownership shall consider to have been agreed. In such a case the supplier authorizes us to process and sell the goods during the course of regular business transactions. In return we hereby relinquish our debt claim, against the buyer or third party to the amount of the purchase price including value added tax, to the supplier. We are authorized to collect the claims in regular business activities, even after assignation, until our right is revoked in writing. The supplier agrees not to collect the debt claim, as long as we fulfil our payment commitments towards him. The supplier may only disclose the assignation for important reasons.

(2) We do not accept an extended reservation of ownership.

## § 10 Inspection for defects, liability for defects

(1) We are obliged – provided no other arrangement has been reached – to check the goods for possible quantity and quality deviations within a reasonable period of time, in accordance with § 377 HGB. Our notice of defects is timely, insofar as it reaches the supplier within a period of fourteen working days for noticeable defects, calculated from the date of complete receipt of goods – or for hidden defects from the date of discovery.

(2) If we and the supplier have special quality assurance agreement, that stipulates an inspection of outgoing goods at the supplier site, then our obligation to inspect supplied parts is limited to inspections for transportation damage, identity or quantity inspections.

(3) We are entitled to the statutory claim for defects in full; in any case we are entitled to demand that the supplier, in the case of purchase or work contracts, rectifies defects or supplies new goods, whichever we demand. The right to damages, in particular damages instead of performance, remains expressly reserved.

(4) Should the supplier be in breach of duty and should we incur costs due to the delivery of deficient goods, especially transport, routing, work and/or material costs or costs for a necessary incoming goods inspection that exceeds the usual scope, then the supplier must reimburse these costs.

(5) In the case deficient goods are returned the supplier bears the risk of ruin and deterioration of the goods.

(6) The period of limitation for a breach of duty due to bad performance is 36 months calculated from the transfer of risk, 30 years for a defect of title.

(7) Apart from the statutory suspension of the statute of limitations in cases of the deferment of the statute of limitations, the expiration period for claims and rights for breaches of duty due to bad performance also during the time period of the notice of defects and the completion of the rework, is deferred.

## § 11 Assurances by the supplier, REACH, proceedings for breach of duty due to bad performance

(1) The supplier is responsible for ensuring that all deliveries/services conform to the latest technical standards, the relevant national and European legal provisions and regulations and directives by local authorities, trade associations and professional associations of the Federal Republic of Germany. The supplier is also responsible for the environmental suitability of the goods supplied and the packaging materials. In as far as deviations from these regulations are individually required the supplier must obtain our written agreement. All other contractual sales or service obligations, including any guarantees regarding the quality structure of the goods or parts, are not affected by this agreement.

(2) In particular the supplier agrees to fulfil all demands and measures that result from the directive EG no. 1907/2006 from 18th December 2006 (REACH regulation) for all materials, preparations and goods which have been supplied, or will be supplied, to us. If the supplier is in breach of these duties of the REACH directive that apply to him, we are entitled to withdraw from the contract in so far as the goods supplied by the supplier do not or do no longer comply with the requirements of the REACH directive.

(3) Technical working appliances according to the EG machinery directive must have a CE mark. Mandatory documentation, an EG declaration of conformity and the operating manual in German are part of the scope of supply.

(4) If the goods supplied or the workmanship supplied or the service performed does not comply with a undertaken guarantee or owed property, then the supplier is liable for all and any resultant damages including consequential damages.

(5) We are entitled to demand that the supplier provide, free of charge, certificates of origin and certificates of quality regarding the supplied goods.

(6) If latent defects of the delivery items occur during the warranty period, then the supplier first has a reasonable period of time to remedy the defect, provided this is agreeable and appropriate for us, whereby we categorically have the right to choose the type of remedy. The supplier has the right to refuse to remedy the defect as required by us, under the conditions set down in § 439 para. 2 BGB.

(7) Our entitlement to compensation i.e. to the refund for futile actions remains intact. All costs necessary for the supplementary performance, substitute delivery or repair (personnel/material costs/transport/required recalls, etc.) shall be borne by the supplier.

(8) We are entitled to – and this does not nullify the liability of the supplier – remedy defects ourselves and charge the supplier for this, if there is danger in delay, or if a fast remedy is particularly important, or if the defect was minor and the costs to remedy it amounted to less than 5% of the net purchase price of the defect goods, or if there is imminent danger of damage that is far too high in proportion to the delivery price.

(9) For defects of title the supplier will also hold us harmless from possible existing demands from third party claims.

(10) If we have to take back goods that have been produced and/or sold by us, due to the deficiencies of the goods supplied by the supplier, or if our customer reduced the purchase price due to deficiencies, or if we were called upon in any other way because of the deficits, then we reserve the right of recourse on the supplier, whereby we can dispense with the normally required setting of a deadline to exercise of our rights arising from product defects.

(11) Notwithstanding the above mentioned provisions the statute of limitations will come into effect for breaches of duty due to bad performance in form of latent defects at the earliest two months after the point in time at which we fulfilled the demands our customer made of us due to the defect, however at the latest five years after delivery by the supplier.

## § 12 Export control and foreign trade data

(1) The supplier knows that the export of certain goods by us – e.g. due to their type or designated use or final deposition – may be subject to an authorization requirement. The supplier must therefore fulfil the pertinent requirements of the national and international export, customs and foreign trade legislation for all goods and service exported to or provided in foreign countries and to obtain the required export permits, unless according to the applicable foreign trade legislation the onus is not on the supplier, but that we or a third party are obligated to apply for an export license.

(2) The supplier shall as soon as possible, but at the latest one (1) month prior to the planned delivery or service date, give us all information and data in writing, that we require in order to comply with the applicable foreign trade legislation for export and import as well as in the case of an onward sale with a re-export of the goods or services. In particular the supplier must inform us of the following for each individual product/service:

(a) the „Export Control Classifications Number“ in accordance with the „U.S. Commerce Control List“ (ECCN), in as far as the goods are subject to the „U.S. Export Administration Regulations“,
(b) all applicable export list numbers,
(c) the statistic part number in accordance with the current goods classification system of the foreign trade statistics and the HS („Harmonized System“) code,
(d) the country of origin (non-preferential source),
(e) whether the goods supplied are generally suitable for use as armaments or weapons, or for any nuclear use,
(f) if requested by us, the export control and foreign trade data, this means the supplier's declaration of preferential origin (with European suppliers) or the certificates of preferences (for non-European suppliers).

(3) In the case of changes with regard to the origin or the properties of the goods or services or of the applicable foreign trade law, the supplier shall update and advise us of the export control and foreign trade data as soon as possible, however at the latest 21 days prior to the date of delivery.

(4) The supplier shall reimburse us for verifiable costs and damages (including the internal administration and processing costs), that we incur due to the lack of, or due to deficient, export control and foreign trade data. The supplier is thereby obligated to indemnify us against all damages that can arise from the culpable breach of the above mentioned duties in accordance with clauses 12.1 to 12.3. The scope of the damages to be reimbursed also includes the reimbursement of all necessary and reasonable expenses, that we will incur or have incurred, in particular the costs and expenses for any necessary legal defense as well as any official penalties or fines.

## § 13 Product liability, indemnification, third party insurance

(1) In as far as, apart from us, the supplier is also liable for a product defect in relation to third parties, he is – provided nothing to the contrary has been agreed upon in writing - obligated to indemnify us against all demands by third parties, directly at our first demand, if the cause for damage lies within the domain and organizational area of the supplier.
The supplier's obligation to pay compensation encompasses the payment of damages to third parties, the cost for a reasonable legal defense, recall costs, test costs, exchange costs as well as reasonable administrative and other costs we incurred in dealing with the damage.

(2) In accordance with his liability for damages within the framework of clause13.1 the supplier is also obligated to refund any expenditure in accordance with §§ 683, 670 BGB as well as §§ 830, 840, 426 BGB, that result from, or in connection with, a recall carried out by us. This applies in particular to any recall activities within the framework of the Product Safety Act. We shall inform the supplier about the scope and content of such recall measures – as far as possible and reasonable – and give him the opportunity to present his case. Other legal claims remain unaffected.
(3) The supplier shall maintain third party insurance at the conditions customary in the trade – with a minimum coverage sum of Euro 5 million per damaging event - for the duration of the contractual relationship including guarantee period and limitation period. The supplier must verify this on demand; lower limits of liability must be coordinated with us individually.

## § 14 Access by foot or with a vehicle to the business premises

The supplier shall follow the instructions of our personnel and/or factory security when accessing our business premises. The intent to access the business premises must be announced in good time. The rules of the StVO (Highway Code) and the StVZO (Road Traffic Licensing Regulation) apply and shall be adhered to.

## § 15 Waste disposal

In as far as the goods/services of the supplier accrue waste, as described by the waste law the supplier shall – provided nothing to the contrary has been agreed upon - in accordance with the provisions of the waste law utilize and/or eliminate such waste, at his own expense. Property, risk and responsibility all transfer to the supplier at the moment when the waste occurs.

## § 16 Third party property rights

(1) The supplier avouches that no third party rights are violated in connection with his delivery or service.

(2) If demands are made on us by a third party for the violation of property rights, then the supplier is obligated to indemnify us from these claims, directly when we make a written demand. We are not entitled to come to any agreements with the third party, in particular to reach a settlement - without the approval of the supplier.

(3) The indemnity bond of the supplier applies to all instances that we may incur due to or in connection with the claims by a third party, in particular legal defense and administrative costs as well as all costs for a necessary replacement.

(4) If the sale and/or use of the supplied goods or result of work is prohibited by us i.e. to us, then the supplier shall, at our discretion, either provide us with the legal right of use or alter the supplied goods i.e. the work result, at his own expense and in agreement with us, so that it is no longer in violation of the intellectual property right.

(5) The period of limitation for the content of 16.1 to 16.4 is 10 years, starting with the contract date.

## § 17 Documents and confidentiality, protection of know-how

(1) All commercial or technical information and data made available by us, irrespective of the type, including attributes, items provided, documents or data and other information or knowledge – in the following referred to as „Information" -, in as far as they are not verifiably within the public domain, shall be kept confidential by the supplier toward third parties and may only be made available to persons in the company of supplier, who need to be involved and informed for the purposes of the supply to us and who are also committed to secrecy in writing. The information remains exclusively our property.

(2) Such information – except for deliveries and services to us – may not be copied or used commercially without our prior written consent.

(3) The above mentioned non-disclosure and realization agreement is also valid after the conclusion of the business relationship up to the lawful publication of the respective information or of the property.

(4) At our request all inform and data supplied by us (at our request including copies or records made) and any items on loan from us shall be returned to us immediately and completely or be destroyed, whereby we shall receive written confirmation that the data has been destroyed.

(5) We reserve all rights to such information and data (including copyrights and the right to use industrial property rights such as patents, registered designs, trademark protection, etc.). In as far as such rights were made available to us by third parties this legal reservation also applies on behalf of such third parties.

(6) Products which are produced based on documents projected by us or based on our confidential specifications, may not be used by the supplier himself, nor offered or supplied to third parties by the supplier, unless the information provided by us is or becomes legally within the public domain or state of the art.

(7) Drawings, blueprints etc. prepared by the supplier following our specifications become our unconditional property without any additional remuneration. Conflicting declarations by the supplier e.g. on the documents supplied to us, are non-binding.

## § 18 Safety regulations

(1) The supplier must adhere to the valid safety regulations appertaining to his goods i.e. services and observe the parameters and limit values that correspond to the state of the art or the above-standard values agreed upon.

(2) This supplier is obligated to only use materials that comply with the valid legal security restrictions and safety regulations. The same applies for regulations for the protection of the environment. The obligation encompasses all regulations that apply to Europe, including the country of manufacture and – in as far as they vary from them – also the regulations of the buyer countries, of which we informed the supplier in our order.

(3) Should we intend to supply a new foreign market with the contractual item, then we will inform the supplier forthwith. The supplier must inform himself about any higher quality and/or manufacturing norms that apply there. Should the supplier not stipulate within one month, that he knows the new quality and/or manufacturing norms and whether or not he can comply with them, then it is considered that the supplier knows the new quality and/or manufacturing norms and can fulfil them.

(4) If the goods of the supplier do not conform to the requirements set out under clauses 18.1 to 18.3, we are entitled to withdraw from the contract. Claims for compensation exceeding this remain intact.

(5) We must be advised of planned changes to the supply or performance of the subject matter in writing. These require our written agreement.

## § 19 Auditing

We are authorized to carry out an audit of the supplier, either ourselves or by an assessor whom we shall appoint. This comprises a review of the company and the quality assurance system of the supplier and a subsequent assessment. The insight we gain by this is used as a basis for further orders as well as for internal rating of the supplier.

## § 20 Liability, exclusion and limitation of liability

(1) In accordance with the provisions of the law we are liable for our own wilful or grossly negligent breaches of duty and for wilful or grossly negligent breaches of duty by our lawful agents or representatives. In accordance with the provisions of the law we are also liable for the breach of essential contractual duties for any culpability and in the case of responsibility for impossibility as well as in the case of damage to life, limb and health for any culpability also by our lawful representatives or agents as well as in other cases of mandatory legal liability.

"Integral contractual obligations" are such obligations that protect the contractually essential legal position of the supplier, which the contract must grant him based on its content and purpose; also integral are such contractual obligations whose fulfilment make the due performance of the contract at all possible and on the observance of which the supplier regularly relies and can rely.

(2) In other cases than those set out in clause 20.1 we are also liable in accordance with the statutory regulations for culpable breach of duty – irrespective of the legal nature of the asserted claim – for all assertions of compensation from this contractual relationship made against us, however not in the case of minor negligence.

(3) In the case of our liability in accordance with the above mentioned clause 20.2 and in the case of liability without actual fault, in particular with initial impossibility and defects of title and also for the breach of a major contractual duty, we are only liable for typical and foreseeable damages, provided we or our executive staff or agents are not alleged to have committed a deliberate or grossly negligent breach of duty.

(4) Any further liability for compensation than that set out in the clauses above – irrespective of the legal nature of the asserted claim – is excluded. This applies in particular to claims for compensation for liability when the contract is concluded, for any other breach of duty or due to tortious claims for compensation of damage to property in accordance with § 823 BGB.

(5) The legal disclaimers i.e. limitations of liability in accordance with the above mentioned clauses 20.1 to 20.4 apply in the same extent in favor of our executive and non-executive employees and other agents as well as our subcontractors.

(6) Claims by the supplier for damages from this contractual relationship can only be asserted within a follow-on period of one year from the beginning of the statute of limitations. This does not apply if we are guilty of malice, premeditation or gross negligence.

(7) A reversal of the burden of proof is not incorporated in the above mentioned regulations.

## § 21 Incoterms

Should our order include one of the clauses specified in the INCOTERMS, then this pertains to the corresponding clause of the currently valid INCOTERMS, unless our order specifies something to the contrary.

## § 22 Spare parts

(1) The supplier is obligated to have spare parts for the goods supplied to us available for a period of at least 10 years after delivery.

(2) If the supplier intends to discontinue the production of spare parts for the goods supplied to us, he shall immediately inform us once the decision has been made. This decision must – conditional on paragraph 1 – be made at least eight months prior to the discontinuation of the production.

## § 23 Legal venue, applicable law, final provisions

(1) Legal domicile is the company domicile, unless another legal domicile is dictated by law.

(2) The law of the Federal Republic of Germany applies to all legal relationships between the supplier and us, under exclusion of the UN Convention on Contracts for the International Sale of Goods. The provisions listed above also apply if the supplier is a foreigner or has his place of business in a foreign country.

(3) Assignations of the supply outside the area of application of § 354a HGB (German Commercial Code) are precluded; exceptions must have our written agreement to be effective.

(4) The place of fulfilment with regard to goods is generally the site determined by us in writing, otherwise the site of our company. The place of fulfilment for payments is the site of our company.

## Note:

In accordance with the provisions of the Federal Data Protection Act we hereby inform, that we use computerized systems and that we therefore also file the data received during the course of the business relationship with the supplier.

Baden-Baden, November 2018