

General Purchase Conditions of ITG Induktionsanlagen GmbH, Hirschhorn

As of 08/17

ITG Induktionsanlagen GmbH hereinafter the "Client"

I. General

1. The following conditions apply to all orders from Client.
2. Orders are only binding if issued in writing by Client.
Oral agreements – including subsequent changes of and supplements to these purchasing conditions (EKB) – shall only be effective upon written confirmation by Client.
3. The EKB shall apply as amended from time to time as master agreement for current and future agreements for the purchase and/or delivery of movable objects with the same supplier without Client having to refer to them separately from case to case. Client shall inform the supplier of any changes to these EKB without delay in this case.
4. The purchasing conditions shall apply exclusively. Any deviating, contrary or supplementary general terms and conditions of Supplier shall only become part of the contract if and as far as Client has expressly consented to their application, even if knowing of them. This requirement of consent shall apply in any case, e.g. also if Client performs the delivery without reservation in spite of knowing the supplier's terms and conditions.
5. Any individual agreements entered into from case to case with the supplier (including any side agreements, supplements and modifications) shall in any case take precedence over these purchasing conditions. The written confirmation from Client shall be relevant for the content and effectiveness of such agreements.
6. Legally relevant declarations and reports that must be made towards Client by the supplier after conclusion of the agreement (e.g. setting of periods or withdrawal) shall require written form to be valid. All contractually relevant documents, reports and declarations, including any invoices, must contain at least the following information: Order number(s), receiving office, complete designation of the item/object to be delivered, quantities, quantity units and – in case of EU-internal deliveries, VAT ID of the supplier.
7. The documents designated in the order that are provided to the supplier upon request shall be part of the order. The delivery shall be deemed properly completed only upon compliance with all conditions named in the documents.
8. Indications in the order text, in drawings and other documents shall be reviewed for factual accuracy by the supplier before he performs the order. Any errors determined and/or any changes intended by the supplier shall be reported to Client in writing at once.
Any changes performed without the written consent of Client and their consequences shall be at the supplier's expense. This shall apply accordingly if any errors found are not reported.
9. The supplier is willing to perform any subsequent changes to the object of delivery intended by Client; changes to orders shall, however in any case require a written supplement by Client. This shall be deemed part of the order.

II. Offer, conclusion of the purchase contract

1. The offer shall expressly refer to any deviations from the request. The supplier shall be bound to his offer for at least one month and shall draw up a sample of the delivered product. The offer and sample shall be submitted free of charge. The prices shall be indicated in EURO, plus VAT "free domicile", including packaging and insurance. Client reserves all property and copyrights in any documents he provides to the supplier for making the offer. They

shall be returned to Client without delay and free of charge if no offer is made or after processing of the order.

2. The declaration of acceptance of Client's written order must be received within 14 days of its receipt by written order confirmation with legally binding delivery time and prices, unless something different of specifically a shorter period of commitment, results from the order.
3. Deviations in quantity and quality from the text and content of the order and any later contract changes shall only be deemed agreed if confirmed in writing by Client. If acceptance is declared belatedly, the offer is deemed refused. Belated confirmation of acceptance shall then be a binding contract offer from the supplier.
4. Delivery calls shall become binding unless objected to within one week after receipt. Master orders shall only entitle to procurement of input material at the required scope.
The production of parts for on-call orders shall only be permitted after receipt of the call. At signature or form changes by the supplier, he shall bear the risk of non-acceptance of the goods and any defects and damage caused by this.
5. Before execution of the order, Client shall have the right to demand changes to the construction, delivery quantity and delivery time in coordination with the supplier. The effects of the changes shall be provided for appropriately and amicably. If no agreement can be reached, Client shall have a termination right. In this case, the supplier shall receive appropriate reimbursement for expenses. The supplier shall not have the right to perform any changes to the designs or execution as compared to earlier deliveries and services of the same name without coordination with Client.
6. Drawings, tools, samples, models, brands, appearances or similar, such as finished products and semi-finished products that Client provides or that are produced at his order shall remain or become the supplier's property and must only be delivered to and viewed by third parties with the express written consent of Client. Subject to any deviating agreements from case to case, they shall be returned without requiring special prompting and without delay at completion of the order. Any products produced using such production media, brands and appearances must only be delivered to third parties with the express consent of Client.

III. Termination by Client

Client shall have the right to terminate a contract for work or a work delivery contract for movable non-fungible goods at any time. The supplier shall in this case be due the rights pursuant to § 649 S. and 3 German Civil Code. Further claims of the supplier, specifically for lost profit, shall be excluded.

IV. Delivery period/contractual penalty

1. Any delivery dates and deadlines named in the order or in calls shall designate the time of receipt of the delivery object at the delivery address named by Client and shall be binding. Premature deliveries, as well as partial deliveries, shall only be permitted upon coordination with and express consent of Client.
2. Receipt of the delivery in the factory of Client shall be essential for compliance with delivery dates and deadlines.
Receipt of the delivery object shall be determined by the date of written order confirmation of the receiving office designated in the order or the factory of Client.
3. The supplier shall deliver the delivery object to the delivery address indicated by Client according to DDP (Incoterms 2010) ("Receiving Office").

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- Client may refuse delivery to any other address at his free discretion. Even if Client accepts the delivery, this shall not constitute performance and shall not lead to any passing of risk, unless Client expressly consents to the change of delivery location in writing. A simple confirmation of receipt shall not be such consent. If Client accepts the delivery in any other location than the Receiving Office named in the order and does not consent to any change to the delivery site, Client shall transport the delivery object to the owed delivery location without delay at the supplier's cost and risk or subsequently declare consent to the change of the Receiving Office in writing. This declaration shall not have any retroactive effect.
- 4.** If the supplier must assume that delivery cannot be provided in the agreed quality at the agreed delivery date wholly or in part, he shall inform Client of this under indication of the duration and reasons without delay and shall collect Client's decision on maintenance of the order. He shall be liable for reports not issued or issued too late.

- 5.** In case of default of delivery, Client shall have the statutory claims. Setting of a grace period by Client shall not be necessary if Client's own schedule commitment requires this because refusal of performance of the contract by Client's customers must be expected. Exclusion of liability or limitation of liability of the supplier shall be excluded. In case of withdrawal, Client may keep partial deliveries against credit. In case of repeated or permanent exceeding of deadlines of the supplier, Client shall have a termination right. If deadlines are exceeded without fault, Client shall have an extraordinary termination right if the deadline is essentially exceeded and the urgency of the delivery requires this due to own schedule commitments of Client. If acceptance by Client is not possible in time due to reasons of force majeure or due to any other obstacles that are unforeseen or out of Client's scope of influence that affect acceptance of the goods, the period for acceptance shall extend appropriately and there shall be no default of acceptance. In any other cases, the damages claims due to culpably delayed acceptance shall in any case be limited to 50% of the value of the delivery for which acceptance was delayed.
- 6.** If the supplier does not comply with the agreed delivery date for reasons for which he is at fault, Client may assert a contractual penalty at 0.5% of the order total for every commenced working day in addition to performance. The contractual penalty shall not exceed 10% of the order total.
- Assertion of any damage beyond this shall not be affected by this. If Client does not expressly reserve the contractual penalty at acceptance of deliveries, services or subsequent performance, he may nevertheless assert the contractual penalty until the final payment to the supplier. Client's right to withdraw from the contract shall not be affected by this.
- 7.** Client shall not be obligated to accept delivery before the end of the delivery date.

V. Shipping/transport, packaging, documentation

- 1.** The supplier shall observe any shipping specifications of Client, e.g. on packaging or package sizes. He shall ensure that the goods are protected from damage by the packaging. If no specifications are made on packaging by Client, the goods shall be packed in the commercially common manner.
- 2.** The supplier shall be liable for any loss and damage caused during transport, including unloading, until acceptance in Client's factory.
- 3.** The packaging shall be charged at the documented cost price if it cannot be provided on a rental basis and shall be indicated separately in the offer and invoice. Upon Client's demand, the supplier shall take back the packaging after delivery at his expense unless a different agreement is reached from case to case.

- 4.** The supplier shall indicate Client's order information on all shipping documents and delivery receipts. Any delays, addition costs and damage caused by non-observation of the shipping provisions shall be at the supplier's expense.
- 5.** If any transport costs are assumed by Client in exceptions, the most cost-efficient transport method shall be chosen under consideration of transport safety.
- 6.** Delivery receipts and packaging slips shall be enclosed with the shipment in duplicate. Invoices should not be influenced with the shipments and shall be submitted to Client separately in duplicate or electrically. These documents must include: "Your and our order number(s), quantity and item designation of Client with item number(s), residual amount at admissible partial deliveries. In case of freight shipments, a shipment notification shall be submitted to Client separately on the day of dispatch.

VI. Passing of risk

Risk shall pass to Client at handover of the delivered object even in case of sales shipment. Until shipment, the goods shall be stored free of charge and at the supplier's risk for Client.

VII. Export control and foreign trade data

- 1.** The supplier shall inform Client of any data in text form that Client needs to comply with the above legal provisions in the order confirmation, including specifically:
 - 1.1** any applicable export list numbers, including, if applicable, the Export Control Classification Number (ECCN);
 - 1.2** the statistics goods number according to the current "Goods directory for the foreign trade statistics";
 - 1.3** the country of origin (non-preferential origin) and, if requested from Client, supplier documentations on the preferential origin.
- 2.** If the supplier violates his obligations from section VII. 1., He shall bear any expenses and damage resulting for Client from this, unless the supplier is not at fault for the violation of obligations.

VIII. Insurance

Any deliveries and services shall be transport-insured by the supplier. For this, he shall take out sufficient transport insurance.

IX. Incoming goods/obligation of complaint

- 1.** The goods shall be accepted subject to the reservation of quality, properties and quantity.
- 2.** Client shall review the delivered objects for obvious defects (e.g. deficit amounts, transport damage) without delay after receipt and shall report these without delay after recognition.
- 3.** If there are no agreements in quality assurance agreements, the deliveries shall be inspected for obvious quality and quantity deviations by Client within an appropriate period of time. A report of defects by Client shall be in time if received by the supplier within a period of 15 working days. Non-obvious defects that can be recognised at appropriate examination may be asserted by Client within four (4) weeks of delivery of the delivered objects to the Receiving Office; concealed defects may also be asserted after their discovery after the end of this period. In this respect, the supplier waives the objection of delayed complaint about defects. In case of transit transactions, the complaint of the purchaser shall be essential.
- 4.** Client reserves to charge the costs resulting in connection with the complaint for defects to the supplier in case of a complaint.

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X. Prices, payment, invoicing

1. The price indicated in the order shall be deemed the maximum price. It may be undercut but not exceeded. VAT shall be included in the price, but must be indicated separately. The packaging shall be included in the price. If something different is agreed on in an exception, the packaging shall be charged at cost price. At returns, at least two thirds of the charged value shall be created.
2. The supplier shall not offer Client any less beneficial prices and conditions than he grants other purchasers if and as far as they offer the same or equivalent prerequisites for him in the specific case.
3. The supplier shall submit an invoice in compliance with tax law at dispatch of the delivery object, containing information according to section I.6 of this EKB, to Client by mail or email.
Invoices shall be sent to Client separately for each order; duplicates shall be marked as such. Invoices must not be enclosed with the deliveries and must comply with the designation and sequence of the order. Invoices that do not state the order number shall not be accepted.
4. Client shall pay for invoices with correct contents that have been properly received within 30 days with a discount of 3%, within 45 days with a discount of 2% or without any discount within 60 days.
This shall apply accordingly in case of admissible partial deliveries. Delays caused by inaccurate and incomplete invoices shall not impair any discount periods.
The payment period shall only commence with the end of the day on which Client has received the invoice as well as the delivery at the Receiving Office or in the factories of Client.
5. Payment default by Client shall be excluded in case of simple negligence. Reimbursement claims shall apart from this be limited to the typical damage arising from them.
6. The supplier must only assign any claims against Client to any third parties with the advance written consent of Client. § 354a HGB shall not be affected.
7. Payments shall only be made to the supplier.

XI. Securing property

1. If Client provides any documents to the supplier in the scope of the order or if the supplier produces any such documents on Client's order in the scope of the order, these shall remain the property of Client or pass to his property upon completion. The supplier hereby offers transfer of title in these documents, and Client hereby accepts this.
2. If Client provides supplier with any tools, models, materials or parts for production of the delivery object (provisions), it is agreed that Client shall have title in them. The supplier shall be obligated to use such provisions only for production of the goods ordered from him. The provisions shall be kept separately from his other property by the supplier and shall be marked as Client's property. This shall also apply to the provision of materials bound to the order.
3. The supplier shall be obligated to insure any objects owned by Client at the new value at his own expense against fire, water, storm and burglary as well as vandalism. At the same time, the supplier hereby assigns any compensation claims from this insurance to Client; Client hereby accepts the assignment.
In the scope of storage, the supplier shall store the objects professionally, safely and dry, protected from theft and damage.
4. The supplier shall be obligated to perform any necessary maintenance and inspection work on the objects of Client and any maintenance and repair work in time at his own expense.
5. Title in goods based on downpayments or provisions shall be with or transfer to Client.

The supplier shall process and finish provisions in the name and for the account of Client as manufacturer, who shall by this acquire direct title in or - if processing comprises materials of several owners or the value of the processed object is higher than the value of the provision- shared title (fractional title) in the newly created object at the ratio of the value of the provision to the value of the newly created object. If no such acquisition of title by Client occurs, the supplier hereby transfers his future title or - at the above ratio – shared title in the newly created object to Client.

If the provision is combined with other objects into a consistent object or inseparably mixed and if one of the other objects is to be considered the main object, the supplier shall, provided that he is the owner of the main object, assign shared title in the consistent object at the time of appearance of the title to Client at the ratio named in section XI.5.sentence 2. This rule applies as well if Client refuses acceptance due to delayed or defective delivery or does not place any further orders. In these cases, the provided objects shall be provided to Client free of charge. Set-off shall be excluded.

Any transfer of possession required for the above transfer of title is hereby replaced by the agreement of free storage of these objects by the supplier for Client. Client shall have the right to convince himself of proper storage and marking of the provisions or processed objects at the supplier's site at any time during the common business hours.

6. The supplier shall transfer title in any tools, devices and models that the supplier produces for contractual purposes and charges to Client separately to Client. Section XI. 2 of these EKB shall apply accordingly – they shall be marked by the supplier as the orderer's property, kept with care, secured against damage of any kind and only used for Client's purposes.

Natural wear shall be reported to Client in writing in time. The supplier shall be obligated to release the objects in their proper condition upon request. If a tool rental contract is concluded, it shall apply supplementarily.

XII. Warranty

1. The deliveries and services to Client shall be subject to the statutory warranty provisions, specifically for own deliveries and services of the supplier as well as for services of the subsuppliers involved by him, unless something different is agreed on below.
2. The supplier commits to being liable for any defects resulting from lack of the agreed properties and consequential damage of the defects.
3. If the delivery object is defective, Client may, at his choice, demand delivery of a defect-free product or removal of the defect. All expenses required for the purpose of removal of defects, replacement delivery, or damage removal, in particular removal, installation or rework/work and material costs, transport and travelling expenses, shall be assumed by the supplier.

If any such subsequent performance or replacement delivery fails or if the supplier does not perform it in an appropriate period set by Client, Client shall have the right to withdraw from the entire contract (withdrawal) and to demand damages instead of performance.

In urgent cases, in particular if there is any imminent danger, to defend against acute dangers or to avoid any greater damage, Client shall have the right to remove the defects directly at the supplier's expense or to have them removed by third parties.

4. Conversion, reduction rights and the right of Client to withdraw from the contract shall not be affected.
The right to damages or replacement of the expenses made in vain according to the statutory provisions shall not be affected.

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5. Warranty claims can be asserted even after the end of the statutory period of expiration if a defect of material could not be determined at an earlier time due to the properties or type of the delivered object.
In the absence of longer statutory warranty periods, warranty claims shall expire 36 months after Client has received the product produced or delivered by the supplier or the order performed by him – products of Client produced using the products delivered - at the Receiving Office or in his factories, but in any case at the latest at the end of 5 years after delivery to the Client. The supplier shall agree with his business liability insurance that his period of expiration be included.
Expiration shall be inhibited by written report on defects by Client until written rejection of the claims by the supplier.
6. In case of defects of title, the supplier shall indemnify Client against any third-party claims. Any legal defects shall be subject to a period of expiration of 10 years.
7. If any defective parts are replaced during the period of expiration, the warranty period shall extend by the term of the failure time and shall commence anew for the improved/repaired or spare parts at the time at which the supplier has completely met Client's claims to subsequent performance. Any parts to be exchanged shall remain available to Client until defect-free replacement and shall only become the supplier's property after the defect has been removed.
8. If Client takes back any products produced and/or sold by him due to the defectiveness of a contractual object delivered by the supplier or if this caused the purchasing price to be reduced towards Client or any other claim asserted against Client for this reason, Client reserves recourse against the supplier, without requiring any otherwise necessary setting of a grace period for Client's claims for defects.
9. Client shall have the right to demand reimbursement for expenses from the supplier that he had to bear in the relationship towards his customer because of any claim he has against Client for reimbursement for expenses required for the purpose of subsequent performance, in particular transport, travelling, working and material expenses.
10. Notwithstanding the provisions in item 6, expiration shall occur no earlier than 2 months after the time at which Client has met the claims asserted against him by his customer in the cases of items 8 and 9, but no later than 5 years after delivery by the supplier.
11. If any defect of material becomes evident within 6 months after passing of risk, it is assumed that the defect was already present at the time of passing of risk unless this assumption is not reconcilable with the type of defect.
12. The supplier shall bear the cost and risk of returns of defective objects delivered.

XIII. Liability for violations of property rights, exemption

1. The supplier assumes warranty for use of the delivery object and/or its sale does not violate any patents, licenses, procedural or other property rights of third parties. This shall also apply to the further sale and/or use of the delivery object to or in other countries.
2. The supplier shall assume a warranty that the delivery object and its appearance correspond to the provisions that apply to the operation or use of such objects, no matter if such provisions are based on European law, laws, authority provisions or trade use. He shall reimburse Client against any claims under public or private law from violation of such provisions.
3. If any claims are raised against Client for any violation of a property right according to section XIII.1. of these EKB, the supplier shall enter any legal dispute on Client's side under assumption of any costs for pursuing rights, unless something

different is expressly agreed on. The supplier shall be obligated to reimburse Client against any third-party claims at first request.

4. If use of the delivery object leads to violation of commercial property rights or copyrights of third parties, the supplier shall, at his expense, procure the approval and right to further use in all countries for Client or modify the delivery object in a manner that is reasonable for Client so that the property rights violation no longer applies. If this is not possible at economically appropriate conditions or within an appropriate period of time, both parties shall have the right to withdraw from the agreement. Additionally, the supplier shall indemnify Client against any undisputed or finally determined claims of the respective property holders. Any withdrawal of the supplier declared according to the above rules shall be deemed acceptance of the third party's claims based on the merits.
5. When using any third-party property rights based on license contracts concluded by the supplier, he shall ensure that use of the delivered products is permitted in all countries in which there are the corresponding property rights. Client shall have a free co-usage right in his property rights at the scope of the delivered products. The reimbursement obligation shall cover all expenses that arise for Client from or in connection with any claims asserted by a third party.
6. Any further claims of Client, e.g. for reimbursement of lost profit, shall not be affected.
The right to reimbursement of lost profit shall be due to Client against the supplier in case of property rights violation without any consideration of fault.

XIV. Product liability, insurance protection

1. The supplier shall indemnify Client for any liability from defects to the delivery object and any damage resulting from this for Client or a third party. The supplier shall agree on inclusion of this indemnification in the scope of his business liability insurance with his insurer. The supplier shall indemnify Client against any responsibility for product damage regarding any claims from third parties as far as the cause falls into his area of control and organisation.
2. He shall be obligated to reimburse expenses for any recall campaign required to avoid injury that was necessary due to any product defects caused by the supplier.
3. The supplier commits to maintaining an operating and product liability insurance with a flat-rate coverage total of at least 2 M € for injury and property damage. The scope of this insurance must cover coverage forms of the expanded product liability insurance (ProdHV), including the insurance of injury and property damage due to lack of promised properties of the delivered object (1); combination, blending and processing of the delivered products (2); further processing and finishing (3); removal and installation costs (4); reject production from machines (5) as well as inspection and sorting cost clauses (6).

The coverage total for damage according to items (1)-(6) also must be at least 2 M €. Upon request, the supplier shall provide Client with a corresponding confirmation of the insurance (*certificate of insurance*).

XV. Client's liability

1. Client shall be liable for damages - no matter the legal reason - only in case of wilful intent and gross negligence.
For simple negligence, he shall only be liable for
 - (i) damage from violation of life, body or health,

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- (ii) for damage from violation of an essential contractual obligation (i.e. an obligation the compliance with which is required to properly perform the contract and the compliance with which the contracting partner regularly trusts in and may trust in); in this case, however, liability of Client shall be limited to reimbursement of the foreseeable typical damage.
2. The supplier shall be liable according to the statutory provisions.
- XVI. Force majeure**
1. War, civil war, export restrictions or trade restrictions due to any changes to the political situation, as well as strikes, lock-out, disturbance of operations, limitation of operation, and similar events that make it impossible or unreasonable for Client to perform the contract shall be deemed force majeure and release Client from the obligation of timely acceptance for the duration of their presence.
 2. The contracting partners shall be obligated to adjust their obligations to the changed contractual situations based on good faith upon information by Client.
 3. Where the force majeure is of more than inconsiderable duration. i.e. has been continuing for at least 2 weeks without interruption, Client shall have the right to withdraw from the contract if it leads to considerable reduction of demand for Client. This shall specifically be the case if the demand for Client reduces by more than 30%.
- XVII. Minimum wage obligations**
1. The supplier guarantees to Client that he will pay for all minimum wage obligations of the supplier for rendering the services. The obligation to pay the respective higher applicable minimum wage shall apply unless a deviation from the statutory minimum wage is permissible according to § 24 para. 1 MiLoG. If the supplier must pay amounts to any shared facility of the collective bargaining parties according to § 8 AEntG, the supplier shall additionally guarantee for proper and timely payment for these amounts (minimum wage obligations) to Client.
 2. If any subcontractors or hired labourers are used, the supplier shall be obligated to commit the subcontractor or lender in agreements with him to comply with the minimum wage obligations in turn.
 3. The supplier shall provide Client with all required information and any necessary data and documents on request to enable Client to verify that the supplier, the subcontractor or the lender complies with the minimum wage obligations.
 4. If the supplier or any subcontractors or lenders involved by him in performance of the contract violate the minimum wage obligations, Client shall have the right to declare extraordinary termination of the existing agreements with the supplier without complying with any period of notice or to withdraw from individual purchase agreements.
 5. The supplier shall be liable in full for any damage incurred by Client because the supplier or any subcontractors or lenders involved by him do not comply with the minimum wage obligations. The supplier shall indemnify Client against any third-party claims that are asserted against Client due to any violation of the minimum wage obligation, and shall take over any costs arising for Client from this assertion (including any secondary costs, e.g. interests and appropriate costs for pursuing rights).
- XVIII. Accident prevention/safety, protection laws, quality assurance**
1. The supplier commits to complying with the industrial safety accident prevention and safety provisions applicable at his site of production and to comply with the laws on technical equipment as well as any generally recognised safety-technical and occupational-medicine rules.
 2. The supplier shall further be responsible for the delivery object complying with any statutory requirements to safety and environmental compatibility applicable at the site of the Receiving Office or any other provisions and regulatory requirements regarding its intended use or intended further processing.
 3. In particular, the supplier represents that his products do not contain any substances subject to the EU directives and the national laws and regulations on the limitation of specific hazardous substances in electrical and electronic devices derived from these, such as mercury, cadmium, lead, chrome VI, as well as PBB and PBDE.
 4. Furthermore, the supplier shall be obligated to maintain a quality management system based on the international standard ISO 9000 et seqq. with the obligation of having a zero-error goal and continuous improvement of his services.
 5. The supplier must ensure that his suppliers maintain a comparable quality management system that ensures the defect-free properties of his purchased parts, services, works and deliveries, as well as any externally refined or otherwise treated parts.
 6. If there is any reason to assume that any delivery or service does not comply with these requirements, in particular if there is a considerable danger from the delivery or service even at intended use, Client may demand individual documentation of observation of the device-protection-law provisions from the supplier. If the supplier does not render this proof or does not do so in an appropriate period of time, Client shall have the right to withdraw from the agreement.
- XIX. Secrecy**
1. The supplier is obligated to keep the conditions of the order, all information provided by Client for the purpose, in particular any connected commercial and technical details and documents, and any knowledge and experience acquired upon Client's own information secret and to only use them to perform the order. In particular, the supplier shall not reproduce any documents of Client and shall return them to Client without delay or prompting after completion of requests or processing of the order or delete them if possible.
 2. The supplier shall be obligated to keep the documents and information secret even after processing of the order.
 3. Without the advance written consent of Client, the supplier must not refer to the business relationship with Client in any advertising material or any other business documents and must not exit or display any delivered objects produced for Client. Any disclosure of information or documents to third parties shall require the advance written consent of Client.
 4. The supplier shall commit his subsuppliers or other subcontractors accordingly.
- XX. Compliance obligations**
- The supplier recognises that he is generally and in particular in the scope of the business relationship with the Client obligated to comply with any applicable laws, regulations and provisions, in particular those to fight corruption in business transactions, to protect fair competition, to forbid insider trade, money laundering and child labour, and to secure data privacy and discrimination- and harassment-free workplaces, and to ensure that his pre-suppliers and subcontractors do the same. The supplier further commits to indemnifying Client against any consequences of any violations of these principles upon first request.

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XXI. Place of performance, place of jurisdiction

1. Unless agreed on differently, the place of performance shall be the registered office of Client.
2. If the supplier is a merchant, the place of jurisdiction for any disputes from the respective order shall be the registered office of Client. The right of Client to assert a claim against the supplier at his general place of jurisdiction shall not be affected.

XXII. Applicable law

Any legal relationships between Client and the supplier, even if he has his registered seat abroad, shall be subject to the law of the Federal Republic of Germany exclusively, under exclusion of international private law and the convention of the United Nations on the international sale of goods (CISG).

In case of contracts with international relationships, application of international and German conflicts of laws provisions shall be excluded.

XXIII. Severability

If any provisions from these EKB are invalid, this shall not affect the remaining conditions. Invalid provisions shall be re-interpreted in such a way that the provisions fulfil the intended economic purpose.