

General Terms and Conditions of Purchase (GTCP) of LEAB Automotive GmbH

Last amended on: 1. July 2024

Section 1 Scope of application; exclusion clause

(1) These GTCP apply to all business relationships with our suppliers/ subcontractors („Supplier(s)“) if the Supplier is a trader (section 14 German Civil Code (BGB)), a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law. These GTCP apply in particular to the purchase of movable assets, irrespective of whether the Supplier manufactures/produces them in whole or in part itself or procures them from its suppliers/subcontractors.

(2) Our GTCP apply exclusively. Any terms and conditions of the Supplier which conflict with, differ from or supplement these terms and conditions are hereby rejected and do not become an integral part of the contract, unless we have expressly consented to their application. For example, consent will not be deemed to be given even if, with the knowledge of the Supplier's terms and conditions, we without any reservation place orders, accept supplies or other services or directly or indirectly refer to letters, etc., which contain the Supplier's or thirdparty terms and conditions.

(3) Unless otherwise agreed, the version of our GTCP valid at the time of our order will also apply as a framework agreement (section 305 (3) German Civil Code (BGB)) to any subsequent contracts as defined in subsection (1) with the same Supplier without us having to refer to our GTCP again.

Section 2 Conclusion and content of contract and proof; written form; representation

(1) Only our written orders or orders we confirm in writing are binding. The Supplier must notify us of any obvious errors (in particular, obvious arithmetical errors, incorrect product specifications or omissions) in our orders (and associated documents) so that we can correct them before the contract is concluded; otherwise the contract will be deemed not to have been concluded.

(2) The Supplier may only accept our orders within the commitment period stated in the respective order or alternatively within a period of five working days from the date stated in the order by way of written confirmation. Working days are Monday to Friday, except for national public holidays. The date we receive the confirmation will determine whether this deadline is met. Each acceptance will be without reservation, in particular with regard to the exclusive application of these GTCP. This also applies if the declaration of acceptance deviates from our order. A delayed acceptance is deemed to be an offer with exactly the same content as our respective cancelled order; it is at our discretion whether to accept and the acceptance is only binding if it is in written form.

(3) Any declarations or information of legal relevance provided by the Supplier after the contract has been concluded must be in written form to be valid (e.g. deadlines, reminders, declarations of rescission).

(4) Fax or email, in each case unsigned (text form as defined in section 126b German Civil Code (BGB)), are also sufficient to fulfil the written form requirement. We reserve the right to demand evidence in the event of doubts about the legitimacy of the person making the declaration on the part of the Supplier or about the binding nature of such declaration. This does not affect statutory written form requirements.

(5) The written contract including these GTCP, which are an integral part of the written contract, contains all the arrangements regarding the subject of the contract in full.

(6) Any individually negotiated terms – including those agreed verbally – will always take precedence over these GTCP (section 305b German Civil Code (BGB)). If proof is required of their content, subject to proof to the contrary, any written arrangement, or, if there is no such written arrangement, our written confirmation will be authoritative.

Section 3 Reservation of rights; confidentiality

(1) We reserve all title, copyright and property rights regarding all documents, materials and other objects (essentially our order documents, plans, drawings, illustrations, calculations, product descriptions and product specifications, manuals, samples, models and other physical and/or electronic items, documents, information and objects) which we provide to the Supplier.

(2) The Supplier may not make the aforementioned items or their content available or disclose them to third parties or its own employees who are not involved, nor may it exploit, reproduce or modify them. It must treat them as confidential, use them solely for the contractual purposes and at our request return them to us in full and destroy/erase any copies (including electronic copies), provided it no longer needs them to comply with statutory retention obligations or to execute the contract. At our request, confirmation must be provided stating that the items have been returned in full or destroyed/erased and, where such confirmation is

not provided, a written statement must be provided stating which items are still required and for what reasons.

Section 4 „DDP Incoterms (2020)“ and other modalities of delivery; transfer of risk, acceptance, non-performance; delay in performance; default; default in acceptance

(1) „DDP Incoterms (2020)“ apply to all deliveries (made to the delivery address specified in our order or, if the address is not expressly stated, made to the delivery address of our respective ordering establishment), unless agreed otherwise.

(2) The time of performance specified in our order or any other time of performance of the Supplier resulting from these GTCP or the rest of the contract (in particular delivery dates or periods until delivery) (uniformly „Delivery Time“) are binding and must be complied with by the Supplier. If no Delivery Time is stated in our order or otherwise agreed, it will be two weeks from when the contract is concluded (see Section 2(2) above). The Supplier will inform us without undue delay in writing as soon as it realises that it will probably not be able to meet a Delivery Time how long the presumed delay will last and what specific reason there is for the delay.

(3) Early deliveries and/or part-performance (part-deliveries) may only be made with our prior written consent. The Supplier must ask us immediately if it intends to perform its service ahead of schedule and/or in part. There is no right to our consent.

(4) The risk of accidental loss and deterioration of the goods being delivered will only pass to us at the time when they are handed over to us at the place of delivery/site address as defined in subsection (1). If and to the extent that acceptance (in the sense of acceptance as the term is used in contracts for work and services) has been agreed, the risk will only pass to us once the goods have been successfully accepted. Section 640 (1), (2) sentence 1 German Civil Code (BGB) applies accordingly to this acceptance. The statutory provisions concerning the transfer of risk due to our potential default in acceptance (see (7) below) remain unaffected in each case.

(5) If the Supplier does not perform or does not perform within the agreed Delivery Time, or if the Supplier is in default, our rights, in particular with regard to rescission and compensation, will be based on the statutory provisions. In the event of default, we will also have a right to liquidated damages in accordance with the following subsection (6). If the day by which performance must be made at the latest is specified in the contract or can be determined on the basis of the contract, the Supplier will automatically be deemed to be in default at the end of this day without there being any need to send a reminder; however, the statutory requirement to set a deadline before rescinding the contract or before asserting a claim for compensation instead of performance remains unaffected. The statutory provisions governing situations in which there is no need for a reminder or to set a deadline (sections 286 (2), 281 (2) and (3), 323 (2) to (4) German Civil Code (BGB)) also remain unaffected.

(6) If the Supplier is in default, we are entitled – in addition to further-reaching statutory claims, in particular regarding default, and performance – to liquidated damages for our losses incurred as a result of the default in the amount of 0.5 % of the net value of the delayed part-delivery for each full calendar week, but in total not more than 5 % of the net value of the delayed part-delivery. This will have no effect on our right to prove that the loss suffered was higher. We do not need to prove a minimum loss.

(7) As far as default in acceptance is concerned, the statutory provisions apply. However, the Supplier must also expressly offer us its performance (contrary to section 296 German Civil Code (BGB)) if a time is determined on the basis of the calendar for an action to be performed by us (e.g. provision of material) or can be calculated on the basis of the calendar from an event preceding this action. If we are in default in acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions (section 304 German Civil Code (BGB)).

Section 5 Prices, invoices, documents, payment methods and default with payment

(1) The price stated in our purchase order is a binding fixed price. It includes the statutory value added tax if this is not stated separately.

(2) The price also includes all shipping and transport services outlined in Section 4(1) above (or otherwise agreed in the individual case), all other services and ancillary services (e.g. assembly/fitting, installation, commissioning, set-up, adjustment, trial run and/or instructions for use) as well as customs duties and other charges.

(3) The delivery must be accompanied by delivery notes. A dispatch note must be sent to us by email when ship-ping commences. The following must always

be stated in order confirmations, delivery notes, dispatch notes, other delivery documents and invoices from the Supplier must: date of issue, planned or actual dispatch date, contents of the delivery, Supplier's article number, quantity, our order date, our order number, unit price and final price. If there is a delay in our processing due to incomplete or incorrect information or documents, we are not responsible for the delay; our payment deadline will be automatically extended by a reasonable period of time. Our entitlement to full information/all documents remains unaffected.

(4) We will pay the Supplier – without deduction – within 30 calendar days of our receipt of both the service and the mandatory associated invoice or equivalent payment schedule. The Supplier's claim for payment will become due at the earliest when this period elapses. If we pay within ten calendar days, we are entitled to a 2 % discount on the net amount in the invoice or equivalent payment schedule. The date on which our transfer order is received by our bank in each case will be the date relevant for determining whether payment deadlines have been met.

(5) We will not owe interest after the due date. The statutory provisions apply to default with payment. Deviating from this, however, a written reminder by the Supplier is always required, with the exception of cases falling under section 286 (3) German Civil Code (BGB).

Section 6 Rights of set-off and retention

(1) We have rights of set-off and rights of retention as well as defences as provided for by statute. We are entitled to withhold payments as long as we are still entitled from the relevant order to a claim due to incomplete or defective delivery/performance; this applies at least to the extent that withholding a payment is not in breach of good faith based on the circumstances, in particular because of the relative insignificance of the defect or incompleteness of the delivery/performance.

(2) The Supplier is only entitled (a) to a right of set-off if its counterclaim either (aa) is undisputed by us or (bb) has been finally established by a court of law or (cc) is synallagmatic to our claim against which the Supplier is offsetting; (b) to assert a right of retention if its counterclaim either (aa) is undisputed by us or (bb) has been finally established by a court of law or (cc) is based on the same contractual relationship as our claim against which the Supplier is asserting its right of retention.

Section 7 Supplier's reservation of title

The transfer of ownership of the goods to us is unconditional and without regard to our payment of the purchase price. We hereby object to all provisions of and declarations on reservation of title by the Supplier.

Section 8 Quality of products; REACH and CLP Regulation; quality assurance system; ISO 9001 certification; traceability; supplier's declaration

(1) The Supplier warrants that its products comply with the statutory provisions, state-of-the-art technology and agreed product specifications. This will include but not be restricted to complying with the German Product Safety Act (ProdSG).

(2) The Supplier warrants that its products comply with all provisions of Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and Regulation (EC) No 1272/2008 of the European Parliament and of the Council on Classification, Labelling and Packaging of Substances and Mixtures (CLP Regulation). This especially covers registration of the substances in the product to be registered pursuant to the REACH Regulation, provision of a safety data sheet without special request pursuant to Article 31 REACH Regulation or the information pursuant to Article 32 REACH Regulation and the classification, labelling and packaging pursuant to the CLP Regulation. This also applies if the Supplier is not resident in the European Economic Area (EEA). If the Supplier is not resident in the EEA, it will ensure that a sole representative pursuant to Article 8 REACH Regulation will satisfy the obligations under the REACH Regulation. The Supplier warrants that its products do not contain any substances of very high concern (SVHC) within the meaning of Article 57 REACH Regulation nor any substances included pursuant to Article 59 (1) REACH Regulation in the „candidates list“ or in Annex XIV or Annex XVII REACH Regulation. The Supplier undertakes to inform us on its own initiative in writing without undue delay if a product ordered and/or already delivered – for any reason whatsoever – contains any such substances, specifying the concentration in mass percent in the respective part product.

(3) The Supplier will introduce and maintain a documented quality assurance system, suitable in scope and nature, which corresponds to the latest state of the art technology. It must prepare records, especially with respect to quality reviews, and provide us with these records without undue delay at our request.

(4) The Supplier must be and remain holder of an ISO 9001 Certification to be renewed on a regular basis and provide us with proof of this at our request.

(5) The Supplier will ensure that it is always possible to trace its products. Furthermore, if a defect occurs in one of its products, it will take appropriate

measures to ensure that it can determine without undue delay which other products may be affected.

(6) The Supplier is required to issue the supplier's declarations in terms of Regulation (EU) No 2015/2447 and confirm the preferential status of the products. Indicating the country of origin on the invoice is not sufficient for this purpose. The Supplier is responsible for the correctness of the supplier's declaration and is liable to us for any damage. Providing a long-term supplier's declaration is permitted; however, a supplier's declaration must always be provided on our request.

Section 9 Compliance

(1) With regard to human rights and the environment, the Supplier must at least comply with the due diligence obligations in the currently valid version of the German Supply Chain Due Diligence Act (LkSG) to the extent described in this Act (see in particular section 2 German Supply Chain Due Diligence Act (LkSG)) and in the manner described in this Act (see in particular section 3 (2) German Supply Chain Due Diligence Act (LkSG)). This also applies if the Supplier itself does not fall within the scope of the German Supply Chain Due Diligence Act (LkSG). The obligation under sentence 1 does not extend to the due diligence obligations with regard to the policy statement, the complaints procedure and the report.

(2) The Supplier is required to inform us about risks to human rights and the environment and about breaches of corresponding obligations in its own business area and supply chains without undue delay after their discovery and furthermore to inform us about the measure(s) it intends to take to remedy the grievance. As far as necessary and possible, we will support the Supplier in this process.

(3) The Supplier will endeavour to ensure that its subcontractors as defined in the German Supply Chain Due Diligence Act (LkSG) comply with section 9 (1) and (2).

(4) We have a right to verify at our own expense using our own employees or third parties by means of audits on site and/or other suitable measures once a year, and any time there is sufficient reason for us to do so, whether the Supplier is complying with its obligations under section 9 (1) to (3). The Supplier must provide reasonable access to the relevant areas and documents. Unless otherwise agreed, the inspection may only take place during the Supplier's business hours and may not interfere with the Supplier's business operations. „Sufficient reason“ within the meaning of sentence 1 means cases where we have reason to expect that the risk situation at the Supplier and/or at its subcontractors has changed or increased significantly.

(5) Insofar as there is no legal disclosure obligation, we must safeguard the Supplier's business and trade secrets obtained through the audit or the other suitable measures, comply with the provisions on data protection applicable in the specific case and impose corresponding obligations to this effect on any third parties that we commission.

(6) If the Supplier breaches one of the obligations under section 9 (1) to (5), we may set the Supplier a reasonable deadline to end the breach or otherwise remedy the breach. If the Supplier does not end the breach or provide another remedy before the deadline and provide us with appropriate evidence of such, we may rescind the contract or terminate it without notice for good cause with immediate effect.

(7) Notwithstanding the provision in section 9 (6), we may terminate the contract with immediate effect and discontinue the business relationship with the Supplier in its entirety under the conditions in section 7 (3) German Supply Chain Due Diligence Act (LkSG).

(8) The Supplier is not entitled to any remuneration, compensation or other claims arising from or in connection with a termination pursuant to section 9 (6) and (7).

(9) If the Supplier breaches one of the obligations under section 9 (1) to (5), the Supplier will compensate us for the resulting damage and expenses, unless the Supplier is not responsible for the breach and the resulting damage and expenses.

Section 10 Minimum wage; occupational safety

(1) The Supplier warrants to fulfil its obligations under the German Minimum Wage Act (MiLoG). This warranty also includes fulfilment of the obligation to pay wages on time. The Supplier will also assume a corresponding warranty for any subcontractors it employs with our prior written consent.

(2) If the Supplier breaches the obligations incumbent upon it under section 10 (1), we will be entitled to rescind or terminate the contract. If claims are asserted against us by a third party due to non-compliance with the obligations specified in section 10 (1), the Supplier will indemnify us against such claims. The Supplier must satisfy this indemnification obligation on our first request.

(3) The Supplier is required to comply with applicable laws and provisions as well as any occupational health and safety requirements brought to its attention by us in its activities. The Supplier must provide the necessary aids and work equipment,

such as tools, work shoes, protective goggles, etc., at its own expense.

Section 11 Rights in the case of material or legal defects and other breaches of duty; procurement risk

(1) The statutory provisions apply without restriction to our rights in the event of material and legal defects in the goods (including incorrect delivery/short deliveries, deficient assembly or similar services and deficient operating instructions) and in the event of other breaches of duty by the Supplier. The provisions in these GTC apply in addition.

(2) (a) The statutory provisions (sections 377, 381 German Commercial Code (HGB)) and additionally this subsection apply to our commercial inspection duties and duties to provide notification of defects.

(3) (b) Our duty to inspect during the incoming goods inspection is limited (aa) to defects that become apparent upon external inspection, including of the delivery documents (e.g. transport damage, incorrect and short deliveries) and (bb) otherwise to what is feasible in the ordinary course of business taking into account the circumstances of the individual case (e.g. any quality control in a random check that is reasonable in terms of scope and nature). However, if and to the extent acceptance has been agreed, there will be no duty to inspect.

(4) (c) Our duty to provide notification of defects discovered later, i.e. after the incoming goods inspection (e.g. during processing of the goods or after they are delivered to third parties) remains unaffected.

(5) (d) In the cases described in subsection (b) sentence 1 above, our complaint (notification of defects) is deemed to be without delay if we send it within eight (8) working days after receipt of the goods; in cases described in subsection (c) above, this deadline is three (3) working days after discovery.

(6) If the goods are defective, we may, at our discretion, demand either subsequent performance by remedy of the defect (subsequent improvement) or by delivery of a defect-free product (replacement delivery).

(7) If the Supplier does not satisfy its obligation to provide subsequent performance by a reasonable deadline set by us, we may remedy the defect ourselves or have it remedied and request from the Supplier in each case reimbursement of the expenses necessary for this purpose or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. owing to a particular level of urgency, risk to operational safety or impending disproportionately high losses), it will not be necessary to set a (where applicable, new) deadline; we will inform the Supplier of the circumstances governing the unreasonableness without undue delay, if possible before we remedy the defect ourselves.

(8) The costs incurred by the Supplier by examining the defect and completing subsequent performance, including any costs for removal and installation, will also be borne by the Supplier even if it transpires that there was not actually a defect. However, we will be liable for compensation for our illegitimate requests for the remedy of defects if we had recognised or failed with gross negligence to recognise that there was in fact no defect.

(9) The Supplier bears the procurement risk for its services, unless otherwise expressly agreed (e.g. limitation of the duty to perform to certain stock). We do not acknowledge and hereby object to any clauses limiting the Supplier's warranty or liability.

Section 12 Infringement of third-party property rights

(1) Irrespective of its liability for legal defects pursuant to Section 11 above, subject to the following subsection (2), the Supplier guarantees that no property rights of third parties in countries in the European Union (EU), the European Economic Area (EEA), Switzerland, the USA, Canada or other countries in which the Supplier manufactures the goods or has the goods manufactured are infringed by its goods.

(2) The Supplier must indemnify us from all claims which third parties assert against us owing to an infringement of property rights as described in subsection (1) and reimburse all necessary expenses incurred by us in connection with such an assertion of claims. The Supplier must satisfy this indemnification obligation on our first request. However, claims under this subsection (2) do not exist if the Supplier proves that it is neither responsible for the infringement of property rights nor should have been aware of it at the time of delivery if it had exercised due commercial care.

Section 13 Recourse against the Supplier

(1) We are entitled, without restriction, to our statutory rights of recourse against the Supplier within a supply chain (sections 445a, 445b, 478 German Civil Code (BGB)). In particular, we are entitled to demand from the Supplier the same kind of subsequent performance (subsequent improvement or replacement delivery) that we owe our customer in each case without this restricting our right of choice.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses within the meaning of sections 445a (1), 439 (2) and (3) German Civil Code (BGB)), we will notify the Supplier and give it the opportunity to submit a written statement. If the Supplier does not make use of this opportunity or does not do so with sufficient evidence or within a reasonable waiting period and if no amicable solution is reached, the claim for defects conceded by us to our customer will be deemed to be actually owed. In this case, the Supplier will be responsible for providing counter-evidence.

(3) Our rights of recourse will also apply in the event that the defective goods have been further processed by us or another company (for example by being installed in another product).

Section 14 Product liability and manufacturer's liability; product warnings and recalls; information requirements; required insurance

(1) If a claim is asserted against us by a third party owing to a physical injury or property damage as a result of product liability and/or manufacturer's liability and if this injury or damage can be attributed to a defective product delivered by the Supplier, the Supplier must indemnify us, insofar as the Supplier itself is liable in terms of the relationship with the third party, against such claim. The Supplier must satisfy this indemnification obligation on our first request.

(2) If we have a duty to issue a product warning or recall a product of the Supplier because it is defective and constitutes a risk for persons and/or property, the Supplier must also bear all costs of the product warning or product recall as part of its indemnification obligation arising from subsection (1). Further-reaching statutory claims on our part and the Supplier's own statutory product warning and recall obligations remain unaffected. We will inform the Supplier of forthcoming product warning and recall measures without undue delay where it is possible and reasonable for us to do so and give the Supplier an opportunity to comment.

(3) If the Supplier has indications that its goods unexpectedly pose a risk to persons and/or property, it must immediately inform us in writing of the cause, type and extent of the risk. This especially applies in the case of product defects. Statutory obligations to provide notifications and warnings remain unaffected.

(4) The Supplier has a duty to maintain at its own expense a product liability insurance policy with a cover amount of at least EUR 10 million per physical injury or instance of property damage. This insurance policy does not need to cover the risk of recall or punitive or similar losses unless we have agreed otherwise with the Supplier. The Supplier will provide us with proof that the insurance policy exists and its scope on our request at any time by providing us with confirmation of insurance and/or a copy of the insurance contract (the policy).

Section 15 Spare parts

(1) The Supplier must keep spare parts for the goods delivered to us ready for delivery. It must accept the orders we place for reasonable quantities of spare parts at the standard prices at the time. However, the aforementioned obligations will be limited to (a) those parts of the goods which are subject to wear and tear within the normal service life of the goods and (b) the period of five (5) years from the last delivery of the goods to us.

(2) If the Supplier decides to discontinue or considerably reduce the production of spare parts for the goods supplied to us, it will notify us of this decision without undue delay. There must be a period of at least six (6) months between the decision to discontinue or reduce production and the discontinuation or reduction in production itself.

Section 16 Limitation period

(1) The limitation period for our claims and those of the Supplier will be governed by the statutory provisions subject to the following subsections.

(2) In derogation of section 438 (1) no. 3 German Civil Code (BGB), the general limitation period for contractual claims based on material and legal defects is three (3) years, commencing as of delivery within the meaning of section 438 (2) German Civil Code (BGB) and (to the same effect) section 377 (1) German Commercial Code (HGB). If the Supplier provides part-performance, delivery will only be deemed to have taken place upon completion of the last component of the part-performance. If the Supplier owes further services in addition to the delivery such as, in particular, construction or a similar service (e.g. assembly, fitting, installation, commissioning, set-up, adjustment, trial run and/or instructions for use), final delivery will only be deemed to have taken place on completion of these further services. If the parties have agreed that the goods have to undergo acceptance, the limitation period begins on acceptance.

(3) Claims based on legal defects will not be statute-barred as long as the third party (i.e. the owner of the claim or right giving rise to the defect) can assert this claim or this right against us, in particular because the matter is not statute-barred.

(4) The regular statutory limitation period (sections 195, 199 German Civil Code (BGB)) applies to any non-contractual claims for defects. However, if the limitation

period for contractual claims is longer (see subsections (2) and (3)), this also applies to the non-contractual claims.

Section 17 Duty to inform of measures under product safety law

If official measures are taken at or against the Supplier which affect goods delivered to us or goods ordered by us (in particular measures under product safety law, such as an order for a recall or preliminary measures) or if the Supplier is considering taking such measures itself (in particular a report to a market surveillance authority or a recall), it must inform us in writing without undue delay in each case. The same applies if the Supplier learns of such measures at or against its suppliers/subcontractors which relate to components of the goods delivered to us or goods ordered by us. In addition, Section 14(3) above remains unaffected.

Section 18 Special right of rescission/termination in the event of cessation of payments, etc.

We will have a special right to rescind or terminate the contract in the following cases: (a) The Supplier stops making payments to its creditors; (b) the Supplier itself applies for insolvency proceedings to be opened over its assets; (c) we file or a third party permissibly files such an application; (d) provisional or final insolvency proceedings are opened; or (e) such an application is refused owing to lack of assets.

Section 19 Prohibition on assignment, subject to section 354a (1) German Commercial Code (HGB)

The Supplier is not entitled to assign its claims against us to third parties. In addition, section 354a (1) German Commercial Code (HGB) remains unaffected.

Section 20 No subcontractors or other third parties

The Supplier is not entitled to have the services it owes to us rendered by third parties (e.g. subcontractors) without our prior written consent.

Section 21 Place of performance; choice of law; place of jurisdiction; severability clause

(1) The place of performance is the place where the goods are to be delivered or the service is to be rendered as specified in the order. If the place of destination is not mentioned and nothing else has been agreed, delivery will be made to our registered office in Busdorf.

(2) These GTCP and the contractual relationship between us and the Supplier are governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) and other international uniform laws do not apply.

(3) If the Supplier is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising directly or indirectly from these GTCP or the contractual relationship between us and the Supplier or in connection with it will be the location of our registered office in Busdorf; this also applies internationally. The same applies if the Supplier is a trader (section 14 German Civil Code (BGB)). In all cases, we are entitled, at our discretion, to bring an action instead before the courts at the general (if applicable, foreign) place of jurisdiction of the Supplier or at the place of performance.

(4) This provision has no effect on mandatory statutory provisions, in particular on exclusive places of jurisdiction.

(5) Should individual contractual provisions, including these GTCP, not become part of the contract, or be or become void, invalid or unenforceable in whole or in part, this will not affect the validity of the other provisions. If provisions have not become an integral part of the contract, or are void or invalid, the content of the contract will be based on the statutory provisions (section 306 (2) German Civil Code (BGB)). Only in all other respects, and only to the extent that supplementary interpretation of the contract is not possible, will the parties agree on a valid provision which comes as close as possible in economic terms to the essence and purpose of the provision which has ceased to be part of the contract or become void, invalid or unenforceable.