

Stahlkontor GmbH & Co. KG
General Terms and Conditions of Purchase

1. Scope of Application and General Information

1.1 Our General Terms and Conditions of Purchase shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the supplier shall not become an integral part of the contract, unless and insofar as we have given our explicit consent to their applicability in writing. This requirement of consent shall apply in any case, e.g. even if we accept the supplier's deliveries without reservation in full knowledge of their general terms and conditions. They shall also apply to all future transactions with the supplier, even if they were not separately agreed upon again.

1.2 The contract concluded between us and the supplier in writing including these General Terms and Conditions of Purchase shall solely be decisive for the legal relationship between us. The documents set out below shall be taken into account, in the order set out below, for the assessment of the rights and duties of the contracting parties:

- (1) supply contract / individual purchase order;
- (2) any master agreement, if one exists;
- (3) these Terms and Conditions of Purchase;
- (4) the law.

1.3 Any declarations and notices relevant in law that need to be provided to us by the supplier after the conclusion of the contract (e.g. deadlines, dunning letters, declarations of withdrawal, etc.) shall be made in writing or text form to be effective (e.g. letter, email, fax). Statutory form requirements and other evidence, in particular, in case of doubt about the legitimation of the person making the declaration, shall remain unaffected.

1.4 Any commitments or agreements deviating from these General Terms and Conditions shall require the consent of our management or of our authorised signatories in the number entitled to represent the company in order to be effective.

1.5 Any references contained in these General Terms and Conditions of Purchase which relate to the application of legal provisions are of a clarifying nature only. The legal provisions shall apply even without such a clarification, unless they are directly or explicitly amended or excluded herein.

2. Conclusion of Contracts

2.1 Our purchase order shall be deemed to be binding not earlier than upon its placement or confirmation. Our purchase order shall be made in writing or in text form (e.g. letter, email, fax) to be effective. The supplier shall inform us about obvious errors (typos and calculation errors) and incomplete information in the purchase order, for the purpose of their correction and/or completion prior to accepting such a purchase order. Otherwise, the contract shall be deemed not concluded.

2.2 Our purchase order constitutes a binding offer to conclude a contract with the supplier. Insofar as the offer fails to contain an explicit commitment period, we shall be bound by the offer for 1 (in words: one) week from the date of such offer. The date of receipt of the confirmation in our company shall be decisive for the timely acceptance of the offer which can only be made by a written confirmation of the purchase order. Any delayed acceptance shall be deemed to be a new offer of the supplier and needs to be accepted by us. If shorter delivery periods apply, the period of confirmation shall be shortened to half of the delivery period.

2.3 We shall be entitled to request changes of the deliverable even after conclusion of the contract if the deviations are reasonable for the supplier or if we undertake to reimburse to the supplier any extra costs which might arise from the change of the deliverable.

2.4 The supplier may only enter into sub-contracts with our consent. If sub-contracts are concluded, the supplier shall, in case of a violation of this provision, transfer the obligations which they have against us, also to the sub-contractor, but they shall remain liable for such. In addition, the supplier shall contractually commit the sub-contractor to comply with any and all legal provisions during the performance of the sub-contract, in particular also the obligation to pay the minimum wage to their employees, which the subcontractor shall demonstrate to us at our request. If claims are asserted against us due to a violation of the law committed by a sub-contractor or sub-sub-contractor, the supplier shall be obliged to release us from such claims. That shall apply, in particular, in case of a justified assertion of claims against our company on the basis of Sec. 13 of the *MiLoG* [Germany Act Regulating General Minimum Wage] in conjunction with Sec. 14 of the *AEntG* [German Act on Mandatory Labour Conditions for Employees Deployed Across Borders and Those Regularly Employed in Germany].

3. Delivery Period and Default in Delivery

3.1 The delivery period specified by us in the purchase order (delivery period or delivery date) shall be binding. The supplier is obliged to immediately inform us, in writing, if circumstances are recognisable or occur which might result in a non-compliance with the agreed delivery periods - for whatever reason - and the supplier shall specify the new delivery date.

3.2 Insofar as the supplier fails to render their service or fails to render it within the agreed delivery period, or if they default, our rights shall depend on the unrestricted legal provisions.

3.3 If the delivery is made so late that it can no longer be used by us under economic aspects due to the passage of time, we shall be released from any type of obligation to accept the ordered delivery and we shall be entitled to withdraw from the contract.

3.4 If the supplier is in default, we shall be entitled to charge liquidated damages of 0.25% of the net price of the goods or service with which the supplier is in default per completed calendar day, however a total of not more than 5% of the net price of the above specified goods or services. In addition, our legal claims, in particular, the right to assert damages exceeding the liquidated damages shall remain in full force and effect. If we accept the delayed service, we will charge the liquidated damages not later than with the final payment.

3.5 Insofar as the supplier delivers the goods or renders the services prematurely, without our explicit prior consent, that shall have no effect on our payment terms which are linked with the agreed delivery date.

4. Service, Delivery and Transfer of Risk

4.1 Any and all deliveries shall be made, "duty paid" (DDP) pursuant to the Incoterms 2010 to our factory in Hagen-Haspe, Germany, unless otherwise agreed.

4.2 Deliveries shall be made to the place of delivery to be specified by us. Insofar as no place of delivery is specified separately, the delivery shall be made to our company headquarters in Hagen-Haspe, Germany. The relevant place of delivery shall also be the place of fulfilment (obligation to make the delivery to the creditor).

4.3 The delivery shall be accompanied by a delivery note, including all agreed documents. Insofar as the delivery note is missing or incomplete, we shall not be responsible for the delays in processing and payment resulting therefrom. We shall immediately be informed about the dispatch of the delivery. The dispatch note shall contain the same information as the delivery note.

4.4 The supplier shall not be entitled to make partial deliveries - unless explicitly otherwise agreed.

4.5 The risk of any accidental destruction or accidental impairment of the object shall, in any case, only be transferred to us when the goods are handed over to us at the place of fulfilment. Insofar as an acceptance has been agreed, it shall be decisive for the transfer of risk. The hand-over or acceptance shall be deemed to have occurred also when we are in default of acceptance, the occurrence of which shall be governed by the legal provisions. But, the supplier must also explicitly offer us their goods or services, if a specified or specifiable time in the calendar has been agreed for an activity or cooperation on our part. In case of a default of acceptance, the supplier may request a compensation for their extra expenses pursuant to the legal provisions. If the delivery consists of custom-made items, the supplier shall only be entitled to further rights, if we had committed to cooperation and are responsible for having failed to cooperate.

4.6 Insofar as we provide the supplier with material to produce the goods to be delivered, the supplier shall make the delivery of the goods by using the original packaging. Storage and safe-keeping of the material provided by us will be made at the supplier's business premises and at their risk.

4.7 Insofar as the supplier shall manufacture parts according to specifications given by us (drawings, plans, etc.), the specifications provided by us shall be used exclusively. Any amendments and deviations shall not be permitted, even if such are claimed to be equivalent.

5. Prices and Payment Terms

5.1 Prices are quoted pursuant to Art. 4.1 "DDP" pursuant to the Incoterms 2010 to our factory in Hagen-Haspe, Germany, unless otherwise agreed.

5.2 Unless agree otherwise, the agreed prices shall be fixed prices, which shall include - notwithstanding the regulation in Art. 5.1 - all services and ancillary services of the supplier (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging, transport and liability insurances and the like). The supplier shall take back any packaging material, at our request. If we need to bear the

delivery costs based on deviating, separate and explicit agreements, and if no type of shipment has been specified, the supplier shall agree on the type of shipment with us. Insofar as the agreed price does not contain the costs of packaging, due to a deviating separate and explicit agreements, and if no price was specified for the packaging, the supplier shall charge them, to an adequate extent, at cost. We reserve the right to accept the calculation.

5.3 Invoices shall be sent to us after the delivery and shall contain all associated data, such as e.g. order, item, customs tariff and sales tax identification number and shall state the value added tax. Invoices will not fall due for as long as such information is missing.

5.4 The agreed price shall be payable from the complete delivery and/or service provision (including an agreed acceptance, if appropriate), and receipt of a proper invoice within 45 calendar days without deduction, or within 14 calendar days with a discount of 3% or within 21 calendar days with a discount of 2% on the net amount of the invoice.

5.5 The legal provisions shall apply to the occurrence of our default. However, the supplier shall send a dunning letter in any case. No interest after the due date will be owed. The default interest shall be 5 percent above the base rate, unless the supplier is able to demonstrate that a higher default damage occurred. In this case, the default interest shall, however, be limited to 9 percent per year.

5.6 In case of an incomplete or defective delivery, we shall be entitled to retain the payment, in full or proportionally to the value, until the proper fulfilment. The supplier shall have no rights of retention and set-off against our claims, unless their counter-claims have been recognised by us or were found to be effective by a court.

6. Ownership, Retention of Title and Secrecy

6.1 We reserve the right to retain all property rights and copyrights as well as industrial property rights to all images, plans, drawings, calculations, performance instructions, product descriptions and other records and documents which we have produced, and which were produced for us. The above-mentioned documents shall be used exclusively for the purpose specified in the contract and shall be returned to us at our request, or after the performance of the contract at the latest. The documents shall not be disclosed to any third parties, even after the termination of the contract. That obligation shall not or no longer apply if the knowledge contained therein is in the public domain or generally accessible (without any violation of this non-disclosure obligation).

6.2 The regulation in Art. 6.1 shall apply, *mutatis mutandis*, to materials and substances, in particular, also to software as well as to tools and samples that we provide to the supplier for the performance of the contract. These objects shall be kept at the supplier's expense and insured to an adequate extent against loss, damage and destruction.

6.3 Provided objects shall remain our property. Any processing of the provided objects will be made for us as manufacturer. If the provided objects are processed, mixed and joined, we acquire a direct ownership or - insofar as third party property rights remain in addition - a co-ownership in proportion of the value of the objects we provided to the value of the objects owned by third parties. Otherwise, we shall be entitled to rights under Sec. 951 of the *BGB* [German Civil Code].

6.4 The supplier will transfer the title to the goods to us without any conditions, in particular, independently of the payment of the agreed price. All types of retention of title, in particular, the expanded and prolonged retention of title in favour of the supplier shall be excluded in any case.

7. Defective Delivery

7.1 In case of a defective delivery or service (including incorrect or short delivery and in case of an improper assembly and defective assembly, operating or user manual) as well as in case of any other violations of duty by the supplier, the legal provisions shall apply without restrictions, unless otherwise determined below.

7.2 The supplier shall be liable according to the legal provisions, in particular, for the agreed quality of the goods. The agreement on the quality shall be based, in particular, on the product descriptions, which are the subject matter of the relevant contract or which are included therein e.g. since they are specified or since reference is made to them in the purchase order. That shall apply regardless of where such product description comes from.

7.3 The supplier shall be obliged to an immediate subsequent fulfilment in case of defects, which shall be made, at our choice, by elimination of the defect (repair) or by delivery of a defect-free object (subsequent delivery). Insofar as the supplier fails to comply with their obligation to subsequent fulfilment within an adequate grace period to be specified by us, we shall be entitled to remove the defect ourselves and to request from the supplier a reimbursement of the expenses incurred for that purpose or to request a relevant advance payment. If the subsequent performance by the supplier failed or is unreasonable for us, in particular, due to special urgency, risks to the operational safety or if it entails a risk of disproportionate damage, no grace period needs to be set. The supplier shall be informed immediately in these cases.

7.4 We shall also be entitled to claims for defects, deviating from Sec. 442 of the *BGB*, if we failed to detect the defect upon conclusion of the contract due to gross negligence.

7.5 Unless otherwise provided for below, the legal provisions shall apply with regard to our commercial duty of inspection and to report defects. Our duty of inspection shall be restricted to defects which become obvious during our normal incoming goods inspection (external inspection, including delivery notes) and during our quality control performed on a sample-check basis (e.g. transport damage, incorrect and short delivery, incorrect measurements). If the functioning and freedom from defects of the delivered goods can only be recognised when such are installed or commissioned and/or upon acceptance of the finished product, the inspection may also be made at a later time, upon occurrence of one of these events. Our duty to report defects discovered at a later time shall remain unaffected thereby. Our notification of defects shall, in any case, be deemed to be immediate and in time if the supplier receives it within 7 working days after detection of the defect.

7.6 The supplier shall also bear the costs incurred for inspection and repair if it is found that no defect actually existed. Our obligation to pay damages in case of an unjustified request to eliminate defects shall remain in effect. But, that shall apply only if we recognised, or failed to recognise due to gross negligence, that no defect existed.

7.7 Otherwise, we shall be entitled to reduce the purchase price or to withdraw from the contract in compliance with legal provisions if material defects or defects of title apply. In addition, we shall be entitled to damages and reimbursement of expenses pursuant to the legal provisions.

7.8 The supplier guarantees that any and all deliveries / services are in compliance with the state of the art, the applicable national, European and international legal provisions and the provisions and guidelines of authorities, trade associations and professional associations as well as the DIN specifications. That shall apply regardless of whether such are specified explicitly or fully in the contract documents. The supplier guarantees, in addition, that the delivered products and packaging materials are environmentally compatible. If the delivered products fail to comply with the assumed guarantee, the supplier shall be liable for any and all damage arising therefrom, including consequential damages. We shall be entitled to request the supplier to present, free of charge, certificates of quality regarding the deliverables.

7.9 The warranty period for goods deliveries shall be 2 years after detection of the defect by us, however 3 years after the transfer of the risk at the latest. That shall also apply in case of work services, were the maximum period of 3 years shall commence upon acceptance of the work. In case that the deliverables are installed into our products without changes, the warranty period shall commence at the time of commissioning of the products by the end user. It shall end, however, not later than 3 years after delivery of the goods to us or, in case of work services, after the acceptance of the service by our company. If

the supplier owes us the manufacturing of a building or a work, the success of which consists in the rendering of planning or supervision services for such, the warranty period shall be 5 years after acceptance of the work or the planning or supervision services. The warranty period of 5 years shall also apply to the delivery of objects which have been used for a building according to their normal intended purpose under the condition that the limitation will commence at the time the object is delivered.

7.10 We shall be entitled, without restrictions, to the legal rights of recourse pursuant to Sections 445a et seq. or 474 et seq. of the *BGB* if customers assert warranty claims against us due to any defect of the deliverable attributable to the supplier. That shall apply irrespective of whether a consumer or a company is at the end of the supply chain (Sections 445a (3), 445b (3), 478 (3) of the *BGB*).

7.11 Any and all costs necessary for replacement performance, replacement delivery or repair regarding personnel expenses and costs of material, installation and deinstallation, disposal, transport, excessive inspection expenses exceeding the normal scope during incoming goods inspection, re-call actions, defence of rights, etc. shall be borne by the supplier. In case of a replacement delivery by the supplier, the warranty duties according to the above regulations shall re-start for the newly delivered parts.

7.12 The supplier shall bear the costs and the risk of return shipment of defective deliverables.

8. Product Liability

8.1 The supplier shall be responsible for damage connected with a defective product delivered by them and shall, insofar, release us of claims of third parties.

8.2 The supplier's duty to make reimbursements shall include not only damages to third parties, but also costs of legal defence, recall costs, costs of installation and deinstallation, disposal costs, transport costs as well as administrative expenses and other expenses which we incur for claims settlement.

8.3 The supplier shall take out, maintain and, at our request, submit evidence to us of a product liability insurance with a sufficient cover customary in the industry.

9. Property Rights

9.1 The supplier shall be liable to us for damage which arises from a violation of property rights and/or applications for industrial property rights of any third party when the deliverables are used in accordance with the contract.

9.2 If justified claims are asserted against us by third parties or their buyers due to violations of property rights, the supplier shall indemnify us of all claims arising from the use of such property rights at our request. The supplier's duty to indemnify us relates to all expenses which might arise for us or our buyers out of or in connection with the claims asserted by third parties. This includes, in particular, the costs of legal defence and safeguarding of our rights as well as any and all costs arising from the procurement of a necessary replacement.

9.3 The supplier's duty to indemnify shall not apply insofar as the deliverables have been produced according to recipes, drawings, models or other descriptions, information or instructions equivalent to those mentioned above provided by us, in ignorance of the property rights of third parties. That shall not apply in case the supplier's ignorance arises from gross negligence. Insofar as the supplier will not be liable according to Art. 9.3, we shall release them of third party claims.

9.4 The supplier will inform us, in writing, of the use of any published, their own unpublished or licensed property rights of third parties or of applications for property rights, not later than prior to the completion of the contract negotiations. The supplier will not have any additional claim to remuneration due to the use of own or third-party property rights or applications for property rights based on the use of the delivered goods.

9.5 The limitation period for the claims mentioned in Art. 9 against the supplier shall be 10 years, calculated from the conclusion of the contract.

9.6 If we and the supplier achieve results in the context of a joint development activity (e.g. for custom-made manufacturing), which could successfully be made the subject matter of applications for property rights, the parties will reach an agreement on who will be appointed as applicant and, in the field of technical property rights, as inventor,

before they submit applications for the registration of property rights. In no case will the supplier file their own applications, in an unauthorised manner, by excluding our company. Regardless thereof, we shall have, at least and in any case, a right of co-use, free of charge, without restrictions as to space and time, even beyond the date of termination of the delivery relationship.

10. Secrecy / Models / Tools / Data Protection

10.1 The supplier shall be obliged to keep in confidence the conclusion of the contract. Any and all commercial and technical details as well as operational processes of which they have become aware due to the business relationship with us, shall be kept in secret as business secrets for as long as they have not come to the public domain. The duty of confidentiality shall continue to apply beyond the termination of the contract up to a maximum of 5 years after knowledge was gained of the secret. The supplier may only disclose information to be kept in secret to those employees, sub-contractors and authorised persons who need to know such information for the intended use and for the performance of the contract. They shall, in any case, commit their employees, sub-suppliers or other authorised persons, in agreements, to comply with the same duty of secrecy they have accepted, where they remain liable for such duty. If the supplier culpably violates the contractually accepted duty of secrecy, they shall be obliged to pay liquidated damages in the amount of € 50,000.00 for each individual case. The principles of continued offences shall, insofar, be excluded. The payment of liquidated damages will not exclude the right to assert an injunctive relief or claims for damages going beyond that, insofar as evidence is submitted. The liquidated damages will, however, as to their amount, be set off with a potential claim for damages.

10.2 Objects, such as, in particular, tools, dies, devices, models, moulds, templates, samples and other manufacturing means which we have provided to the supplier, shall remain our property. If the above-mentioned objects are manufactured for us, they will become our property already at the time of production or manufacturing, where the supplier acts as agent in possession. The same shall apply to recipes, drawings, analysis methods and for procedures shared with the supplier. The above-mentioned objects, documents and procedures must not be provided or otherwise made accessible to any third parties, unless we have given our prior written consent. Precondition for the consent is a notification on the intended purpose and the recipient.

10.3 The supplier shall be obliged to use the tools owned by us and the materials provided by us for manufacturing the contract products (e.g. pre-material, semi-finished and finished products) exclusively for manufacturing the goods ordered by us and to insure them, at their expense, against elementary damage (e.g. damage caused by fire, water, hail, etc., and theft) and to maintain the insurance cover for the entire term of the contract. The existence and the scope of the insurance cover shall be evidenced to us, at our request, by sending a copy of the insurance policy. Any maintenance and inspection work which might be necessary regarding the tools shall be made at their own expense.

10.4 The supplier is aware that we will collect, store and process personal data in the context of the delivery relationship. We will do so exclusively for the purpose of performing the delivery contract and in compliance with the applicable data protection provisions.

11. Replacement Parts

11.1 The supplier shall be obliged to keep available replacement parts for the goods they deliver and for their functioning, for the term of the useful life of the products ("lifetime"), however at least for a period of 6 years from the delivery.

11.2 If the supplier fails to comply with their fundamental obligation to have available replacement parts - regardless of Art. 11.1 - they shall immediately inform us of that fact.

12. Safety Provisions

12.1 The supplier shall comply with the recognised rules of technology, the safety regulations and the state of the art for their deliveries or comply with the agreed technical data or limit values going beyond those above. They need to observe, in particular, DIN, EN, ISO, VDE, EC Directives (e.g. EC Machinery Directive) and other applicable regulations.

12.2 The supplier undertakes to exclusively use materials which comply with the applicable legal safety requirements and provisions, in particular, for restricted, toxic and dangerous substances. The same shall apply to protective provisions in favour of the environment and provisions in connection with electricity and electromagnetic fields. The obligation comprises any and all provisions applicable in the European Union; insofar as the deliverables should also be placed on the market in other countries according to their intended use, the provisions applicable there shall apply as well.

12.3 If the products of the supplier fail to comply with the requirements specified in Art. 12.1 to 12.2, we shall be authorised to withdraw from the contract. Any claims for damages going beyond that shall remain in full force and effect.

12.4 We shall be informed of any planned changes to the deliverables. They shall require our written consent, in any case.

13. Quality and Documentation

13.1 The scope of delivery includes, without separate charges, the product-specific and/or technical documentations, certificate of conformity as well as other documents and certificates necessary for the ordered objects or their use, as well as the necessary identifications of the parts (brands, manufacturer's identifiers, order identifiers, item numbers, serial identifiers, etc.) and/or their packaging.

13.2 Any costs for declarations of conformity shall be borne by the supplier. At our request, the declarations of conformity shall be submitted immediately in German and English.

13.3 Regardless thereof, the supplier shall constantly monitor the quality of the deliverables. Possible improvements shall be communicated to us immediately by observing the provisions in Art.

12.4. That shall apply, in particular, to safety-relevant components. The supplier shall be obliged to inspect the design for manufacturability and to perform a plausibility check. They shall immediately inform us of recognisable errors in the specifications and foreseeable complications.

13.4 If minimum and/or maximum values of parameters are specified in the purchase order, such maximum values must not be exceeded in any area of the work piece or product and the values must, in no case and at no place, fall below the minimum values specified. This shall be ensured and documented by suitable inspection and measuring processes. We may request the supplier, at any time and without incurring any additional costs, that the results of this inspection be provided to us in writing or also in text form (e.g. letter, email and fax).

13.5 If type and scope of the inspection as well as the means and methods of inspection have not been fixedly agreed between the supplier and us, we shall be willing, at the supplier's request and to the extent of our knowledge, experience and options, to discuss the inspection with them, in order to determine the necessary state of the inspection technology. Regardless thereof, the type and scope of the inspection shall at least be in accordance with the state of the art.

13.6 The supplier shall always subject safety-relevant parts to an inspection which shall be documented. Safety-relevant parts will be subject to inspections, if they are identified as such in the product-specific or technical documents or based on separate agreements or if their safety-relevance is obvious. For that purpose, the supplier shall specify in special records when, in what manner and by whom the deliverables have been inspected for these properties. That shall also apply to the results of such inspection. The inspection documents shall be archived for 10 years and shall be submitted to us, upon request, free of charge. The supplier shall commit pre-suppliers to the same extent, by a written agreement to the extent permitted by law.

13.7 Insofar as authorities which are responsible for production safety, production identification, determination of exhaust gases, or the like, request to be given access in the production process and the inspection documents of our company to verify certain requirements, the supplier declares their willingness to grant us the same rights in their operation and to support us in a reasonable manner.

14. Auditing

14.1 We shall be authorised to perform audits at the supplier or to have them performed by an expert of our choice. This includes a review of the operation and of the quality assurance systems of the supplier and a subsequent evaluation of such. The knowledge gained in such process will become the basis of further procurement contracts and will be used for an internal classification of the operation (rating) by us.

14.2 We shall be authorised to perform reviews of the running business operation of the supplier to monitor the quality assurance measures, by making a prior appointment. Insofar as quality issues arose in the past, we shall also be authorised to conduct inspections to monitor the quality assurance measures without making a prior appointment. We shall not have such right if the last complaint regarding the supplier's quality assurance measures arose more than one year ago or if no defects were found during two consecutive unannounced inspections. Insofar as we are able to evidence an adequate justified interest, we shall have the right to inspect the supplier's documents. Such a justified interest shall be deemed to apply, in particular, if knowledge can be gained thereby which would allow us to assess the necessity and scope of a re-call.

15. General Provisions

15.1 If the supplier ceases their payments, if insolvency proceedings are initiated over their assets, if court or out-of-court settlement proceedings are applied for or initiated, we shall be entitled to withdraw from the part of the contract that has not been fulfilled.

15.2 If individual clauses of these Terms and Conditions of Purchase are ineffective, the other provisions hereof shall remain in full force and effect. Ineffective provisions shall be replaced by legal provisions. The same shall apply in case of a loophole.

15.3 The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CSIG). The language of the contract, process and court shall be German.

15.4 Place of fulfilment and place of jurisdiction shall be at our registered office in Hagen, Germany. We may, however, at our choice, also sue the supplier at their registered office or at the place where the services are rendered. If an exclusive place of jurisdiction arises from the legal provisions for the dispute between the parties, such shall remain unaffected by the above agreement on the place of jurisdiction.

(Version of June 2018)