

General Terms and Conditions of Purchase

of

Winkhaus Group

(valid from 1 January 2023)

1. Validity of the terms and conditions and conclusion of contract

- 1.1 Our General Terms and Conditions of Purchase (GTCP) apply exclusively to all purchasing and procurement transactions of goods, work or services made with suppliers by Aug. Winkhaus GmbH & Co. KG or companies that are affiliated with Aug. Winkhaus GmbH & Co. KG as defined by Section 15 ff., Stock Corporation Act (AktG) (hereinafter referred to as "Winkhaus") or in which Winkhaus commissions these suppliers to provide services.
- 1.2 They also apply to all future business relationships, even if they are not expressly agreed upon again. Any general terms of business of the supplier that deviate from our GTCP shall only apply if we explicitly declare our agreement in writing. Our GTCP shall still apply if we unconditionally accept the supplier's delivery with knowledge of conflicting or deviating conditions. If the supplier fulfils the order in whole or in part, it shall be deemed to have tacitly accepted our terms and conditions in full.
- 1.3 Only orders in text form are legally binding. Verbal delivery agreements are only used to outline the content of the contract. All agreements made between us and the supplier in connection with the respective order are set out in the respective contracts, with the inclusion of these Terms and Conditions of Purchase in text form. Correspondence relating to the contract and its contents must always be kept with the product designation or order number. The Parties agree that – as long as there are no legal formal requirements and no other provisions are regulated in these Terms and Conditions of Purchase or individual contracts – the contractual and delivery correspondence can also be kept using suitable digital signatures (e.g. Adobe Acrobat Sign, DocuSign, etc.).
- 1.4 For the execution of a supplier's order, the transfer of information to the necessary subcontractors, limited to the specific order in question, is permitted to the extent customary in the trade. The supplier shall only use suitable subcontractors and shall inform its subcontractors of existing confidentiality obligations towards Winkhaus and equally commit them to confidentiality with a suitable level of protection.

2. Prices

The prices agreed upon are binding final prices. Unless otherwise agreed upon in text form, the prices shall apply in accordance with Incoterms (2020) DAP as far as our plant locations or the point of unloading. If no prices are specified in the order, these must be submitted for approval before the order is accepted. Packaging costs are included in the price.

3. Terms of delivery, shipping and risk assumption

- 3.1 The delivery dates agreed upon are binding. If a delay in delivery is imminent, the supplier shall be obliged to notify Winkhaus at least in text form without delay. Advance deliveries are only permitted with our prior consent in text form. If the supplier delivers before the delivery date agreed upon, it shall bear all associated costs, in particular for storage by Winkhaus. If acceptance of the early delivery is impossible for Winkhaus, Winkhaus shall be entitled to refuse acceptance.
- 3.2 The timeliness of deliveries (not including assembly or installation) depends on receipt at the shipping address specified by us. The timeliness of deliveries including assembly or installation as well as of other services is determined by provision in an acceptable condition.
- 3.3 Failure to observe the deadlines agreed between the parties shall entitle us to withdraw from or terminate the contract after a reminder and expiry of a reasonable grace period. We may also claim damages, unless the supplier is not responsible for failure to meet the deadline. In individual contracts, a contractual penalty may be agreed upon between the contracting parties in the event of a delay in delivery. Winkhaus shall retain the right to receive a contractual penalty agreed in individual contracts even if Winkhaus does not expressly declare a reservation with regard to the contractual penalty when receiving/accepting a delivery.
- 3.4 The supplier bears sole responsibility for compliance with the agreed shipping regulations. Shipping documentation with reference, number and date of our order must be attached to every delivery. Winkhaus is entitled to refuse to accept shipments if and insofar as proper shipment documents, including documented evidence of import tax payment, are not submitted to us on the day of delivery at the latest, or if our order references are not specified or not complete on the shipment documents, without that our being in default of acceptance as a result. Costs incurred as a result of the refusal to accept shall be borne by the supplier. We reserve additional rights arising from default of payment. In the case of delivery of goods, the supplier must ensure that the carriers working on behalf of the supplier arrive at the plant in question or at the unloading point specified by us by 2 p.m. at the latest – or at 11 a.m. on Fridays – as otherwise unloading on the same day cannot be guaranteed. Goods cannot be delivered on Friday afternoons, Saturdays and Sundays.
- 3.5 Performing and vicarious agents as well as other persons of the supplier who carry out work on Winkhaus's operating premises in the fulfilment or performance of the subject of the Agreement shall undertake to comply with the applicable provisions of the respective Winkhaus company regulations in addition to the applicable statutory occupational health and safety regulations. Liability for and arising from accidents that the aforementioned persons incur on the Winkhaus operating premises is excluded, if and insofar as the cause of the accident was not caused by a wilful or grossly negligent breach of duty by the legal representatives of Winkhaus or its performing and vicarious agents. Winkhaus is liable for simple negligence in the event of injury to life, limb or health.
- 3.6 Winkhaus is obliged to check the delivered goods for any obvious deviations in quality or quantity within a reasonable period of time. A complaint must be reported to the supplier immediately in text form as soon as it has been detected in the normal course of business. The complaint shall be deemed to have been made in good time if it is received by the supplier within a period of 7 working days, calculated as of the receipt of the goods or, in the case of hidden defects, as of their discovery. The supplier shall waive the right to object to a delayed notification of defects insofar as the aforementioned deadline has been met.

- 3.7 The supplier shall bear the risk for the shipment until the goods arrive in proper form at our plant or at the place of unloading we have specified. This also applies if a delivery is agreed ex works on an individual basis or if we should undertake shipping at our own expense.
- 3.8 In the case of any work services or work contracts (e.g. construction orders, machine manufacture and delivery), the supplier's services must be formally accepted by Winkhaus by means of a written approval protocol. If a declaration of acceptance has been agreed upon, the date of acceptance shall be decisive for the transfer of the risk. A notional acceptance by way of putting into use, trial operation or payment of the remuneration for the work performance is excluded. If and insofar as the supplier has to prepare drawings, descriptions, calculations, etc., ownership shall pass to Winkhaus upon their transfer. A separate remuneration shall not be due for this. The originals of the contractual documents are to be transferred to Winkhaus no later than upon their acceptance. The complete submission of these documents is a real requirement for acceptance. Insofar as a trial operation has been agreed upon in individual contracts, the documents must always be provided to Winkhaus in good time so that Winkhaus will be able to assess the supplier's contractual services in a proper and professional manner without delay. Documents provided to the supplier by Winkhaus for the provision of the contractual service must be handled and stored with care. These and other documents produced and procured for the execution of the order (samples, drawings, sketches, etc.) shall remain the property of Winkhaus and shall be returned to Winkhaus upon completion of the order at the latest. The supplier may not make any copies and/or retain them in its possession after completion of the order, unless Winkhaus has granted its written consent for it to do so. In all other respects, the statutory provisions of the law governing contracts for work and services under the German Civil Code (BGB) shall apply.

4. Payment conditions

- 4.1 The order number and the point of reception must be visible on each invoice and on all shipping documents. If this information is missing, we cannot guarantee we will be able to comply with the agreed payment conditions. In such cases, Winkhaus shall not fall into arrears with payment and shall remain entitled to deduct cash discounts. The goods delivered according to the order shall be paid for based on the quantities delivered in accordance with the contract as determined by us upon receipt of the goods.
- 4.2 Invoices shall be payable within 21 days of receipt of the invoice and provision of the service with a 3% discount or 60 days net as of receipt of the invoice, unless a different agreement has been made in written form. The due date of invoices for early deliveries is based on the delivery date originally agreed upon.
- 4.3 All payments made by Winkhaus shall be made subject to the express reservation that the supplier delivers in accordance with the contract and that the invoice is correct in terms of calculation and price. It is not permitted to acknowledge the contractual conformity of the delivery/performance by means of payment alone.
- 4.4 As a general rule, advance payments shall only be made against the provision of a directly enforceable and unlimited bank guarantee or other comparable security from a major European bank or a European credit insurer.

5. Warranty claims

- 5.1 The supplier shall be responsible for ensuring that the contractual products it supplies are free of material and legal defects and, insofar as agreed, possess the guaranteed quality. The supplier's liability for defects also extends to parts manufactured by subcontractors and used by the supplier. Where necessary, each delivery must be provided with a technical operating manual, CE mark, UKCA mark or an EC declaration of conformity.
- 5.2 Winkhaus is entitled to the statutory warranty claims for defects without restriction. In any case, Winkhaus is entitled to demand rectification of defects or delivery of a new item from the supplier at its discretion. The right to claim damages instead of performance (in full) is expressly reserved.
- 5.3 Winkhaus shall be entitled to rectify the defect itself at the supplier's expense if the supplier is in default with the supplementary performance. In addition, the following provisions apply:
- All replacement deliveries or repairs are also part of this warranty for defects set out in the General Terms and Conditions of Purchase.
 - The supplier shall be liable without restriction for spare parts deliveries, repairs and rectification work to the same extent as for the original delivery item with regard to transport, travel and labour costs.
 - The supplier undertakes to indemnify Winkhaus of third-party claims arising for the third party due to product liability towards Winkhaus and arising from a defect or flaw in the supplier's delivered product upon first written request. This exemption shall also apply without exception to reasonable costs of any necessary recall campaigns, including the costs necessary to defend against such claims.
 - If, in accordance with a quality assurance agreement existing between Winkhaus and the supplier or the test procedure specified in the order, it is determined that the maximum permissible proportion of defects has been exceeded, Winkhaus shall be entitled to assert claims for defects with regard to the entire delivery and/or to inspect the entire delivery for defects and faults at the supplier's expense.
- 5.4 The limitation period for defects is 24 months, calculated from the transfer of risk, unless otherwise prescribed by limitation periods, in particular those under Sections 438 (1) No. 2 b), 445b, 478 (2), 634a of the German Civil Code (BGB). Mandatory provisions of supply chain recourse remain unaffected in all other respects.
- 5.5 The supplier is obliged to supply spare parts to Winkhaus under appropriate terms for the period of ordinary technical use, albeit for at least 10 years after the last delivery of the object of the contract. If, after the 10-year period has elapsed, the supplier discontinues production and accordingly the delivery of the spare parts or delivery item during this period, Winkhaus must be informed and given the opportunity to place a final order for stocking.

6. Liability – indemnity – insurance coverage

- 6.1 The supplier shall be fully liable without restriction for any damage caused by it or its performing or vicarious agents for any degree of fault and amount. If the supplier is responsible for product damage in accordance with the Product Liability Act, it shall be obliged to indemnify Winkhaus in this respect against claims for damages by third parties upon first written request.
- 6.2 The supplier is also obliged to reimburse any expenses arising from or in connection with a recall campaign lawfully carried out by Winkhaus within the scope of its own liability for damage cases as defined by Section 6.1. Winkhaus shall inform the supplier – as far as reasonably possible – in good time in advance of the content and scope of such a recall measure and give the supplier the opportunity to make a statement.
- 6.3 In such cases, Winkhaus shall assume responsibility for informing the competent authority in accordance with the provisions of the Product Safety Act (ProdSG) in coordination with the supplier.
- 6.4 The supplier shall undertake to conclude and provide proof of business liability insurance, including damage to the extended product liability and recall costs, with a sum of coverage of at least EUR 10 million per personal injury/property damage – as a lump sum – for the duration of this contract, i.e. until the expiry of the relevant limitation period for defects. Upon request, the supplier shall provide Winkhaus with proof of the conclusion of an insurance policy to this effect. In individual cases, the sum insured may be increased or reduced for good cause under a separate agreement between the parties.
- 6.5 Furthermore, there is an obligation to adequately insure material provided by us for the performance of the order against loss and damage. Further legal claims remain unaffected by this. Complaints or claims for damages regarding the material provided by Winkhaus and the weight of the shipment on the bill of lading on which the calculation of freight is based must be made immediately when the material is accepted from the forwarding company or haulage contractor.

7. Origin of goods, preferences – regulations on the international movement of goods

- 7.1 The supplier is obliged to provide evidence of non-preferential or preferential origin for all items it supplies.
- 7.2 The supplier shall undertake to provide Winkhaus with an up-to-date, valid long-term supplier's declaration annually without being requested to do so. The supplier must inform us of any changes to the information provided there without delay.
- 7.3 The supplier shall undertake at its own responsibility to check whether its products are subject to any prohibitions, restrictions and/or special approval obligations in the international movement of goods. Possible licensing obligations may arise in particular from export lists, the Dual-use Regulation, EU sanctions lists, the Embargo Regulation, U.S. re-export regulations, etc. If and to the extent that the supplier gains knowledge of cases defined above within the scope of the audits incumbent upon it, it shall point this out clearly in all quotations, order confirmations and shipping documents by means of plausible information and justification.
- 7.4 Should long-term supplier declarations prove to be insufficiently informative or incorrect, the supplier shall be obliged to provide Winkhaus with error-free, complete and customs-certified information sheets on the origin of the goods at Winkhaus's request. Delays in the processing of such goods deliveries shall be at the supplier's expense.

- 7.5 If Winkhaus or its customers are subsequently charged by a customs authority due to incorrect declarations of origin or if Winkhaus or its customers suffer another form of financial disadvantage as a result and this is due to an incorrect indication of origin by the supplier, the supplier must assume full liability for this or must indemnify Winkhaus of these claims.

8. Care in the supply chain – substances in products and goods – sustainability

- 8.1 Winkhaus is subject to the legal catalogue of obligations under the Act on Corporate Due Diligence Obligations for Prevention of Human Rights Violations in Supply Chains (LkSG). At Winkhaus' request, the supplier shall provide the necessary information and disclosures, including such with regard to its supply chain, to the best of its knowledge and belief within a reasonable period of time after receipt of the request in text form and/or via the use of databases (such as Integrity Next, etc.) so that Winkhaus will be in a position to meet the legal requirements.
- 8.2 The supplier shall undertake to comply with the company's expectation regarding human rights and environmental protection. The parties agree that Winkhaus shall be entitled to exercise appropriate control and audit rights on justified grounds in order to ensure that the requirements of the LkSG are also taken into account in the supply chain with an appropriate level of protection. The control mechanisms can be exercised depending on the severity of a (suspected) violation, in particular by means of electronic surveys, but also by an audit at the registered office of the supplier or other registered location of its company. The supplier must be notified of an audit at its premises in text form within a reasonable period of time before the audit is conducted. The parties shall undertake to observe and comply with the mandatory provisions of antitrust and competition law at all times.
- 8.3 The supplier shall be responsible for ensuring that the products it delivers – insofar as they fall within the scope of application – comply in particular with the provisions of Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and RoHS Regulation 2011/65/EU together with future subsequent regulations.
- 8.4 The substances contained in the Supplier's products are pre-registered or registered after the expiry of any transitional periods to the extent required under the provisions of the REACH Regulation, unless the substance in question is exempted from registration. The supplier is responsible for checking this.
- 8.5 In particular, the supplier shall provide Winkhaus with safety data sheets in accordance with the REACH Regulation or the information required in accordance with Article 33 of the REACH Regulation without being requested to do so.
- 8.6 Products containing substances of very high concern in accordance with the list of the European Chemicals Agency (known as "Candidate Substances") available at www.ECHA.europa.eu/de/candidate-list-table in its current version in a concentration of more than 0.1% by weight (w/w) and complex products containing such products must be registered in the database (ECHA-SCIP database) established in Directive 2008/98/EC (Waste Framework Directive). In order to be able to ensure registration, the supplier who delivers to us such products or complex products that contain components of such nature shall undertake to comply with and implement the following obligations depending on the application case as follows:

a) Suppliers with registered office in the European Union (EEC)

If candidate substances are used in its products at a concentration of more than 0.1% by weight (w/w), the supplier is obliged to make the necessary registrations in the SCIP database. Registrations in the SCIP database shall be made prior to the first delivery and without delay in the case of changes to an applicable product/complex product that affect the content of the registration or if the delivery has already taken place. If the product supplied by the supplier is a complex product consisting of several articles, the supplier must make sure that, in addition to the registration of the complex product, there are also registrations for the articles contained in the product, provided that these candidate substances contain a concentration of more than 0.1% by weight (w/w). In addition, the supplier is obliged to inform Winkhaus of the identification numbers/SCIP numbers applicable to the respective products/complex products.

b) Suppliers with registered office outside the European Union (EEC)

The supplier is obliged to provide us with all information required for registration in accordance with Directive 2008/98/EC on waste (Waste Framework Directive) without being requested to do so. The notification must be given without undue delay prior to the first delivery of an affected product/complex product and in the event of changes to the respective product/complex product affecting the content of the information, prior to the first delivery of the modified product/complex product and if delivery has already taken place.

If the information provided is not sufficient for us to be able to properly register in the SCIP database, the supplier is obliged to provide us with further information upon request, if this is necessary for the performance of the registration. The same applies in the event of a change to the SCIP database. Winkhaus is entitled to provide the supplier with a form for providing the information and to adapt this if necessary so that we can carry out our registration properly. If we stipulate a form, this does not restrict the aforementioned information duties of the supplier nor does it release the supplier from its own responsibility to check and fulfil the legal requirements.

- 8.7 The Supplier's obligations under the provisions of Sections 8.1 to 8.6 of these General Terms and Conditions of Purchase shall apply regardless of any implementation and updating of these regulations in the Member States to the extent legally permissible.
- 8.8 The Winkhaus Group has set itself the goal of taking appropriate account of the sustainable value creation of resources and the protection of the environment in all procurement and procurement processes with suppliers and of taking these into account when making the decision to award a contract.
- 8.9 The obligation to comply with the aforementioned standards and regulations as well as the transmission of corresponding data and information is an absolute contractual obligation. If and to the extent that the supplier fails to fulfil its obligations and/or the request for communication in writing in spite of a reminder within a reasonable period of time, Winkhaus shall be entitled to the extraordinary termination of the specific contractual relationship and/or the Framework Agreement without notice or to declare its withdrawal from the contract. The right to assert claims for damages in this context is expressly reserved. Upon first request, the supplier shall indemnify Winkhaus of breaches culpably caused within the supplier's sphere of influence for which Winkhaus is or may be held liable by third parties. The supplier remains at liberty to prove that Winkhaus has incurred no or less damage than claimed by Winkhaus as a result of the culpable violation.

9. Reservation of title

- 9.1 Material provided by Winkhaus, models, moulds, tools, documents, data, drawings, drafts, sketches, plans, descriptions, specifications, measurement results, calculations, experiences, processes, samples, knowledge and processes, including confidential know-how as well as pending registrations of Winkhaus industrial property rights shall remain the property of Winkhaus.
- 9.2 Material or objects provided must be expressly marked as our property immediately after acceptance and stored separately from the same or similar objects. They must not be used for purposes other than those of the contract.
- 9.3 Processing or conversion by the supplier shall be carried out for Winkhaus. If the reserved goods are processed with other items not belonging to Winkhaus, Winkhaus shall gain co-ownership of the new item in proportion to the value of the item belonging to Winkhaus (purchase price plus value added tax) to the other processed items at the time of processing.
- 9.4 If the item provided by Winkhaus is inseparably mixed with other items not belonging to Winkhaus, Winkhaus shall gain co-ownership of the new item in proportion to the value of the reserved item (purchase price plus value added tax) to the other mixed items at the time of mixing. If the mixing is done in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer co-ownership to Winkhaus on a pro rata basis in the amount of the value of the provided item, and the supplier shall keep sole ownership or co-ownership for Winkhaus.
- 9.5 The contractor shall assume liability for their loss or any damage or misuse until they are returned in a due manner. After the order is completed, these items must be returned without the contractor being specifically requested to do so. We must be notified immediately of any impending or executed garnishment or other (compulsory) enforcement measure and of any other impairment of our rights.
- 9.6 If the security rights arising from Sections 9.3 and 9.4 exceed the purchase price of all reserved goods not yet paid for by Winkhaus by more than 10%, Winkhaus shall be obligated to release the security rights at its discretion at the supplier's request.
- 9.7 When the goods are shipped, the supplier waives any rights to us regarding any reservation of title that may be stated in their conditions of supply.

10. Force majeure

- 10.1 If one contracting party is prevented from fulfilling its obligations as a result of force majeure in accordance with Section 10.2, it shall be released from its performance obligation. The other contracting party shall be released from its counter-performance obligations to the extent and for as long as the contracting party is prevented from fulfilling its obligations due to force majeure.
- 10.2 A case of force majeure is deemed to exist in the event of any unforeseeable, serious occurrence, in particular such as war, terrorist conflicts, epidemics, pandemics, plagues, diseases, whether known or unknown, quarantine measures or industrial disputes, which is beyond the control of a contracting party and as a result of which a contracting party is prevented from fulfilling its obligations, be it in whole or in part, including fire damage, shortages of energy or raw materials, transport bottlenecks or obstacles through no fault of the contracting party, floods, strikes as well as operational disturbances (fire, water, damage to machinery) or official orders and lawful lock-outs for which the contracting party is not responsible.

- 10.3 The contracting party in question must immediately notify the other contracting party and inform it of the reasons for the force majeure event and its expected duration. It shall endeavour to take all technical and economically reasonable measures to ensure that it will be able to fulfil its contractual obligations again as quickly as possible.
- 10.4 The contracting parties shall undertake to adapt the contract to the altered circumstances in good faith. The contracting parties shall be released from their obligations for the duration and to the extent of the direct and indirect effects and shall not owe any compensation for damages in this respect.
- 10.5 In cases of force majeure, Winkhaus shall be released from its performance obligation for the duration and to the extent of the effect of the force majeure without any liability and recourse obligation in accordance with the law or contract. Winkhaus shall not be obliged to conduct any covering transactions (i.e. procurement from other sources) or to relocate production.

11. Property rights and confidentiality

- 11.1 The supplier shall ensure that no third party rights will be infringed in connection with the contractual use of its products in connection with its delivery.
- 11.2 If any claims are asserted against Winkhaus by a third party due to the infringement of its rights, the supplier shall indemnify Winkhaus against these claims upon first request. The obligation to indemnify refers to all expenses incurred by Winkhaus and/or in connection with the claim by a third party if the supplier fails to prove that it is not responsible for the infringement of industrial property rights.
- 11.3 The limitation period for these indemnification claims is 36 months, calculated as of the transfer of risk.
- 11.4 We reserve our rights to illustrations, drawings, calculations and other documents of any kind. These must be treated as confidential and may not be made accessible to third parties without Winkhaus's consent.
- 11.5 All results that are achieved by a supplier in the performance of work or a contractual service, including any inventions and the rights of use and exploitation in accordance with the German Copyright Act, shall be exclusively available to Winkhaus for unrestricted use and exploitation as soon as they arise. If any inventions are made, the supplier shall guarantee in a suitable form that said inventions are transferred to Winkhaus without delay insofar as is necessary under the German Employee Invention Act. Winkhaus may, at its own discretion, register any inventions contained in the work results for industrial property rights in Germany and/or abroad and pursue or drop the resulting industrial property rights.

12. Data protection

- 12.1 All data transmitted by the supplier, in particular our contact persons at the supplier, shall be collected and processed in compliance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). This also includes processing in IT systems.
- 12.2 The supplier shall undertake to observe and comply with the provisions of the General Data Protection Regulation and the corresponding national regulations (such as the German Federal Data Protection Act) in the respective valid form. In the event of data protection incidents, the supplier must inform us without delay and provide us with all necessary information for documentation and, if necessary, notification of the data protection incident by email to

datenschutz@winkhaus.de. The conclusion of a separate order processing agreement shall remain at the discretion of the parties.

13. Rights of retention, offsetting and prohibition of assignment

Offsetting counterclaims against our claim or exercising rights to retain goods is only allowed if the counterclaim is undisputed or has been recognised and is due for payment. Claims arising from the contractual relationship may not be assigned by either party without the prior written consent of the other party.

14. Place of performance and legal venue

- 14.1 The place of performance for all rights and obligations arising from the supply or service is agreed as the designated plant where the goods or service are received.
- 14.2 Münster in Westphalia is agreed upon as the sole legal venue for all legal disputes with regard to contractual partners who are merchants. We also reserve the right to take legal action against the supplier at its general legal venue.
- 14.3 German law is applicable to the exclusion of all others. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15. Final provisions

- 15.1 Enquiries, orders, order confirmations and any other correspondence between Winkhaus and the supplier may not be used for advertising purposes. Any divergent provisions shall only apply if and insofar as Winkhaus has given its prior consent to the specific advertising in text form and the form of the advertising is expressly and clearly described by the supplier.
- 15.2 If any trade terms under the International Commercial Terms (INCOTERMS) have been agreed upon, then the version of INCOTERMS in effect at the time of the conclusion of the contract shall apply.
- 15.3 These General Terms and Conditions of Purchase (GTCP) were originally drawn up in German. Any translation of this Agreement into a language other than German shall be exclusively for the purpose of compliance with any legal requirements and/or for reference purposes. Should there be any questions of interpretation and/or contradictions, only the German version shall be authoritative.

16. Severability clause

Should any provision of these General Terms and Conditions of Purchase (GTCP) be or become null and void, unenforceable or contestable, either in whole or in part, the remaining content of these terms and conditions shall remain unaffected. In such cases, the parties shall reach an agreement in good faith that approximates as closely as possible the contract content originally agreed upon. The invalid provision shall be replaced by an agreement on a clause that approximates the intended purpose as closely as possible without being invalid itself. This also applies accordingly to any potential loopholes in these General Terms and Conditions of Purchase and the contracts concluded thereunder.