

TERMS & CONDITIONS wet-green GmbH

General conditions of sale



I. Application of the Conditions

1. Our business relations with entrepreneurs and legal persons under public law will be governed exclusively by our General Business Conditions. They apply also for all future business relationships, even if not expressly stipulated again.
2. When placing an order, the purchaser acknowledges our General Business Conditions as solely binding, waiving any later revocation.
3. These Conditions will, in any case, be regarded as accepted not later than upon acceptance of our deliveries and services.
4. References of the purchaser to its business conditions are hereby rejected. We will not be bound by them even if we do not expressly reject them in the individual case.
5. Deviating conditions of the purchaser or arrangements will only apply if they have been expressly confirmed by us in writing.

II. Quotations, orders, delivery by own supplier, deviations

1. Our quotations are always subject to change and not binding and do not include VAT.
2. Declarations of acceptance and all orders require our written or telephonic confirmation in order to be legally valid.
3. Orders for which fixed prices have not expressly been agreed will be invoiced at our list prices valid on the date of delivery, plus value-added tax.
4. Orders of the purchaser may be accepted by us within a period of up to one (1) week.
5. We conclude our contracts with the purchaser exclusively under the reservation of correct and timely delivery by our suppliers. However, this applies only if and to the extent that we are not responsible for the non-delivery, in particular, where a congruent covering transaction has been entered into with our supplier. We will notify the purchaser without delay of any non-availability of the service. Any consideration that may already have been provided by the purchaser will be reimbursed by us without delay.
6. For the goods complex to be supplied and all raw materials used, the deviations customary in the trade as to condition and colour will be permitted.

III. Packaging, Dispatch and Transportation

1. Unless otherwise agreed upon, delivery will be made at the expense of the purchaser (Ex Works, Incoterms 2015) either in one-way packaging, which will not be invoiced and will be owned by the purchaser, or in hired packaging (V2A tanks, IBCs, containers, boxes, pallets and the like) which must be emptied without undue delay and returned to us in perfect condition, free of charge, or held ready for collection as agreed. Further details are set out in our current price list or in the conditions of the respective transport company.
2. In case of deterioration or loss of individual parts of the packaging, the purchaser shall bear an appropriate proportion or the full costs of replacement.
3. Unless otherwise agreed upon, our goods will be delivered Ex Works or Ex Warehouse (Incoterms 2015).
4. We may choose the method of dispatch if the purchaser has not expressly indicated anything special. The dispatch and the transport will be undertaken at the risk of the purchaser.
5. In the event of transport loss or deficiencies, the purchaser shall be obligated to immediately notify us thereof in writing and to present to us respective certificates from the railway authority, the postal authority or the forwarding agent evidencing the transport loss or the deficiency.

IV. Contract Business

1. Contract volume and contract duration are binding for seller and purchaser.
2. Unless laid down differently in writing via E-Mail or Fax, goods from the contract volume are, as a rule, to be called off pro rata temporis (on a monthly basis) i.e. for instance, if a contract has a term of twelve months, then one twelfth of the contract volume is to be called off each calendar month. The minimum quantity stipulated in the contract must be adhered to each time delivery is demanded.
3. Call-off orders should, as a rule, be put in writing via E-Mail or Fax.
4. Unless a different lead time for the preparation of the goods for supply has been agreed upon in writing, then a minimum lead time of 30-50 (thirty-fifty) working days between receipt of the call-off order and the goods being made available will be deemed agreed upon; if delivery terms have been agreed upon that differ from III, number 3, then the minimum lead time will be extended depending on the determined means of transport and the usual period of time for transportation to the place of performance.
5. The seller is permitted to refuse to carry out individual call-off orders if, and for as long as, the purchaser is in arrears as regards payments to the seller or to another company belonging to the wet-green GmbH.
6. When the contract duration has ended, the seller will, nevertheless, be released from his duty to perform contractual obligations if the purchaser has failed to call off the contract volume, or has not called off the contract volume in full and/or in due time. Delivery to a third party after expiration of a contract is without obligation at all times and is not deemed a tacit extension of the contractual period. This will have no effect on the seller's right to set a reasonable period of time in which the purchaser is to accept contract volume that has not been called off, or not fully called off, on expiration of the term of contract. If the purchaser fails to call off the remaining contract volume within the additional period of time, then the seller can, in addition to his claim to performance, claim damages for non-performance.
7. The seller is obliged to ensure that the goods are manufactured or resourced and made available in due time, and in this respect the seller shall bear the supply risk. The seller's liability is, however, limited to damage caused intentionally or through negligence, and consequently this liability ceases to exist if non-performance or delayed performance arise on grounds that are not connected with the specific nature of the obligation as a generic obligation, or grounds which cannot be allocated to the seller's area of business. In addition to cases of force majeure, this can also arise if performance is hindered as a consequence of unforeseeable circumstances or circumstances beyond the control of the seller that impede resourcing to such an extent that the seller cannot reasonably be expected to obtain the goods, e.g. in the event of a blockade or the lock-out of a production and/or processing plant.
8. If, subsequent to conclusion of a contract, a statutory provision becomes effective that results in an increase in import charges and repercussions for the agreed delivery date, or a part of this time period, and if, as a consequence, the seller is faced with an increase in his provable expenses, then the purchase price will be adjusted in accordance with this increased amount. Import charges in the sense of this provision include customs duties, variable import/export levy and excise duties.

V. Notice of defects, warranty, recourse claims

1. The purchaser shall be obligated to immediately examine the supplied goods as to obvious defects and, in particular, obvious deficiencies or damage, and to notify us thereof in writing without delay but not later than within 10 (ten) working days from receipt of the goods. The timely mailing of the notice of defect will be decisive for establishing observance of the time limit.
2. The purchaser shall be obligated to notify us in writing of any non-obvious (hidden) defect after discovery thereof but not later than within the period of limitation pursuant to para. IV. The burden of proof regarding all conditions, in particular, the existence of the defect, the time of ascertainment of the defect and the timely notification of the defect rests with the purchaser.
3. We will not be liable for any defect if the purchaser fails to give the notices as aforesaid. Specimen of the goods subject to complaint must accompany the notice of defects.
4. In the event that goods are defective, we reserve the right, at our choice, to remove the defect through subsequent delivery or repair (subsequent performance). In case of subsequent performance, we shall be obligated to bear all expenses necessary for this purpose, in particular, costs of transport, travel, labour and materials unless the same are increased as a result of the fact that the purchased goods have been transported to a place other than the place of destination.
5. If and when the subsequent performance fails or is impossible or is rejected by us altogether, seriously and finally, or the purchaser cannot reasonably be expected to accept it or a time limit to be fixed by the purchaser for the subsequent performance has not been observed or is not required according to the statutory provisions, the purchaser will be entitled, at its choice, to reduce the purchase price (purchase price reduction) or to rescind the contract (rescission). The purchaser's claim for delivery of faultless goods ceases to exist upon declaration of rescission or assertion of the claim for purchase price reduction. Claims of the purchaser for damages or reimbursement of expenses disbursed in vain are granted only within the framework of para. VIII. hereinafter and are excluded in all other respects.
6. The purchaser cannot derive any rights from defects as a result of which the value or the fitness of the goods for the use discernible by us is not impaired or is impaired only insignificantly.
7. The Best-Before or use-by dates provided by us are no expiry dates.
8. The condition and thus the possibility of use of our products can be confirmed by us only if and when the purchaser priorly notifies in writing details of the kind of processing and use and guarantees compliance therewith. Such confirmation will be regarded as guarantee and assumption of liability only if expressly so stipulated by us in writing.
9. If and to the extent that we issue mandatory regulations regarding use and storing, all deviations therefrom that are disadvantageous to the purchaser will be the purchaser's responsibility.

VI. Liability, exclusion of subsequent performance and rescission, performance period

1. Except for the cases specified in subpara. 2. hereinafter, any liability on our part for damages or reimbursement of expenses disbursed in vain, beyond the liability for defects pursuant to the preceding para. V. will be excluded in case of breach of duty regardless of the legal nature of the asserted claim. This applies also if and to the extent that breach of duty on the part of our statutory representatives or the persons employed by us in the performance of our obligations is involved.
2. The exclusion of liability pursuant to the preceding subpara. 1. does not apply in case of (i) claims of the purchaser under the German Product Liability Act or (ii) injury to life, body or health which is attributable to us or (iii) breach of duty involving gross negligence or intent or (iv) breach of a guarantee or material contractual duty or (v) malice. In such cases, we are liable in accordance with the statutory provisions. In case of breach of a material contractual duty involving ordinary negligence, our liability will, however, be limited to compensation for the typically foreseeable damage.
3. The purchaser may rescind the contract on the ground of

breach of duty which is not based on a defect of the goods only if and when the circumstance entitling to rescission is based on fault for which we are responsible. The right of rescission is excluded in case of insignificant breach of duty.

VII. Limitation

1. Unless otherwise agreed upon, all claims and rights of the purchaser, for any legal ground whatsoever, will become barred by the statute of limitation one (1) year after delivery of the goods. Where the goods have not been delivered, the period of limitation will start at the end of the year during which the claim arose. Shorter statutory limitation periods will take precedence.
2. In derogation of subpara. 1., the statutory limitation period will apply to:
 - claims for defects, where we have fraudulently concealed such defects or provided a guarantee for the condition of the goods,
 - recourse claims of the purchaser within the context of a supply chain,
 - damage claims or claims for the compensation of wasted expenditure resulting from injury to life, limb or health,
 - other damage claims or claims for the compensation of wasted expenditure resulting from the intentional or grossly negligent breach of obligations,
 - claims in accordance with the Product German Liability Act,
 - damage claims or claims for the compensation of wasted expenditure resulting from the breach of any other essential contractual obligations.

VIII. Delivery and performance period, force majeure

1. Delivery dates and periods, which can be agreed as binding or not binding, shall be stated in writing by E-Mail or Fax.
2. We will be entitled to make part delivery and/or part performance.
3. We will not be responsible for delays in delivery or performance due to force majeure. Events of force majeure entitle us to postpone the delivery for the duration of the hindrance plus a reasonable period of adjustment or to rescind the contract, partially or wholly, because of the part not fulfilled. Also strike, lock-out, mobilisation, war, blockade, export and import bans and other state intervention are deemed to be force majeure regardless of whether they occur on our part or on the part of our supplier. We will immediately notify our customer of the occurrence of an event of force majeure which will obstruct a forthcoming delivery. Where the hindrance persists for more than two (2) months, the purchaser may, after a reasonable additional period having been fixed, rescind the contract with respect to the still unfulfilled part of the delivery and any respective amounts paid by the purchaser in advance will be reimbursed to the purchaser without delay.
4. Requests for delivery of goods ordered and the division into individual part deliveries shall be undertaken in such a manner that production and delivery in accordance with the contract is possible for us.
5. In case of contract manufacturing, it is a prerequisite that the necessary preliminary materials will be made available to us, free domicile, in a timely manner and in appropriate quality. If these conditions are not fulfilled, we will be entitled to extend the delivery period or to rescind the contract and/or claim damages.

IX. Retention of title

1. The goods delivered will remain our property until full payment of all claims within the framework of our business relationship with the purchaser. The insertion of individual claims in a current account and the striking of a balance and the acknowledgement thereof will not affect the retention of title. Only receipt of the equivalent value by us will constitute payment.
2. The purchaser will be entitled to sell the goods, which are subject to retention of title, in the ordinary course of business. However, the purchaser may not pledge or assign these goods by way of security. The purchaser shall be obligated to secure our rights within the framework of the resale of the reserved goods on credit.
3. The purchaser shall be obligated to handle the reserved goods

with care. In particular, the purchaser shall be obligated, at the purchaser's own cost and expense, to provide sufficient replacement value insurance coverage for the reserved goods against fire, water and theft.

4. The purchaser, here and now, assigns to us its claims under the resale of the reserved goods, and we hereby accept such assignment. Regardless of the assignment and our right to collect, the purchaser will be entitled to collect as long as the purchaser meets its obligations to us and its financial situation does not deteriorate.

5. If and to the extent that the purchaser refinances on a factoring basis, the purchaser, here and now, assigns to us its claims against the factor thereunder, in an amount equal to the balance still owed by the purchaser within the framework of the business relationship with us.

6. If the reserved goods are resold together with other goods, irrespective of whether without or after processing, combination, mixing or blending, the advance assignment agreed above shall apply only in an amount equal to the invoiced price of the reserved goods resold together with the other goods. On request, the purchaser shall provide us with the information on the assigned claims required for collection and notify the debtors of the assignment.

7. Any preparation or processing of reserved goods will be undertaken by the purchaser on our behalf without any obligations arising for us. In case of processing, combination, mixing or blending of reserved goods with other goods not belonging to us, our co-ownership share in the new item shall accrue to us in the proportion which the invoiced price of the reserved goods bears to the other processed goods at the time of processing, combination, mixing or blending. If the purchaser acquires sole ownership of the new item, it is agreed and understood between the contract parties that the purchaser shall grant us co-ownership of the new item in the proportion of the invoiced price of the processed and/or combined, mixed or blended reserved goods and shall keep the new item for us without remuneration.

8. The purchaser shall notify us forthwith of any execution levied by third parties against the reserved goods or the claims assigned in advance, submitting to us the documents necessary for an intervention. Any intervention costs shall be borne by the purchaser.

9. In the event of conduct of the purchaser contrary to the contract or, in particular, in case of arrears of payment (Zahlungsverzug), we will be entitled to rescind the contract and to repossess the reserved goods.

10. We undertake, on the purchaser's request, to release security accruing to us under the preceding provisions, at our choice, to the extent that the value thereof exceeds the claims to be secured by twenty percent (20%) or more.

X. Terms of payment, arrears of payment (Verzug), right of retention

1. Unless otherwise agreed upon, the purchaser shall be obligated to pay our invoices without deduction not later than within fourteen (14) days from receipt of the invoice and delivery. If the purchaser fails to make payment in a timely manner, we will be entitled to charge default interest in an amount equal to the rate charged by the bank for our current account credits, but not less than eight percent (8%) above the base interest rate applicable from time to time.

2. We will be entitled, despite any dispositions of the purchaser to the contrary, to credit payments first against the purchaser's older debts. If costs and interest have been incurred, we will be entitled to credit payments initially against the costs, thereafter against the interest and finally against the principal debt.

3. Payment shall be deemed effected at the time when we can dispose of the amount. In the case of cheques, payment shall be deemed effected at the time when the cheque is honoured. In case of agreed collection on the basis of the direct debiting system, payment shall be deemed effected at the time when we can irrevocably dispose of the amount. Payment by bill of exchange will require our consent. They will be accepted only on account of payment and subject to their eligibility for discount.

4. If the purchaser does not meet its payment obligations, in particular, if the purchaser does not honour a cheque or revokes payment made on the basis of the agreed direct debiting system or ceases to make payments or if other circumstances become known to us which call the creditworthiness of the purchaser into question, we will be entitled to declare the total residual debt to be immediately due and payable even if we have accepted cheques.

5. The purchaser shall not have a right to withhold payment going beyond Section 320 German Civil Code and, in particular, no right to withhold payment towards earlier or other business transactions or business relationships.

6. Counterclaims may be set off only to the extent that the same have been acknowledged by us and are due for payment or have become *res judicata*.

XI. Place of Performance, Place of Jurisdiction

1. The place of performance of all liabilities under the contractual relationship is Reutlingen.

2. The place of jurisdiction for all legal disputes arising from the contractual relationship or with respect to its origin or validity is Reutlingen or, at our discretion, the place of general jurisdiction of the purchaser.

3. All disputes arising out of or in connection with the contractual relationship shall be finally settled by arbitration under the Rules of Arbitration of the Frankfurt am Main Chamber of Industry and Commerce by an arbitration panel appointed and deciding in accordance with such rules.

<https://www.frankfurt-main.ihk.de/recht/themen/streitbeilegung/schiedsgericht/ordnung/index.html>

Unless otherwise agreed upon, the Rules of Arbitration of the Frankfurt am Main Chamber of Industry and Commerce is based on the Rules of Arbitration of the German Arbitration Institute (DIS), as amended.

German: <http://www.disarb.org/upload/events/2018-DIS-Schiedsgerichtsordnung.pdf>

English: <http://www.disarb.org/upload/bgbl/2018-DIS-Arbitration-Rules.pdf>

The arbitration proceedings shall take place in Frankfurt/Main.

4. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with all international and supranational (conventional) legal systems, in particular, the United Nations Convention on Contracts for the International Sale of Goods being excluded. The arbitration proceedings shall be held in the English language.

XII. Miscellaneous

As far as permissible according to valid statutory provisions, in particular according to the German Data Protection Law and the General Data Protection Regulation, we save and process data and information which we receive or obtain in the context of our cooperation. The purchaser hereby agrees with this and consents to such data and information being passed on within the wet-green GmbH.

General Purchasing Conditions

I. General, area of application

1. Our business relations with entrepreneurs, legal persons under public law and special funds under public law will be governed exclusively by our General Purchasing Conditions. Our General Purchasing Conditions will not apply in relation to consumers, i.e. natural persons who enter into the legal transaction for purposes not covered by their commercial or self-employed professional activity. They will apply also for all future business relations with our suppliers even if not expressly stipulated again.

2. Upon the placing of an order, the supplier recognizes our General Purchasing Conditions as solely binding, waiving later revocation.

3. Our General Purchasing Conditions are, however, deemed accepted upon receipt of the supplier's deliveries and services by us at the latest.

4. References of the supplier to its own terms and conditions of

business, in particular, its own general delivery conditions, are hereby expressly rejected. We will not be bound thereby even if we do not expressly reject them in the individual case.

5. Deviating conditions of the supplier or agreements apply only if expressly confirmed by us in writing.

6. References to the application of statutory provisions only serve clarification purposes. Therefore, the statutory provisions apply even without such clarification, unless modified directly by these General Purchasing Conditions.

II. Order, order acknowledgement, items to be produced

1. All orders and changes and additions to orders already placed must be acknowledged in writing without delay. The supplier shall be obligated to accept our order within ten (10) days from receipt thereof by the supplier; otherwise we will no longer be bound by such order. Where the acceptance and/or acknowledgement of an order by the supplier deviates from our order, the supplier shall be obligated to expressly draw our attention to this fact. In this case, a contract will be formed only at the time when we give our written consent.

2. If and to the extent that the supplier undertakes to produce and supply movable items, title thereto shall be transferred to us regardless of the statutory ownership situation. This applies to both series manufacture by the supplier as well as individual production (non-fungible items) for us. Therefore, the law relative to contracts of purchase and sale (Sections 433 et seq. BGB [German Civil Code]) shall be applicable to the contractual relationship between the supplier and us – as the case may be, in accordance with Section 651 BGB – unless otherwise stipulated hereinafter.

III. Prices, terms of payment

1. The price shown in the order is binding. In the absence of any written agreement to the contrary, the price is „delivered free“ to the address specified in our order, including packaging. Value-added tax at the prevailing rate must be shown separately.

2. Invoices can be processed by us only if they, in compliance with the requirements of our order, provide for the order number specified therein; the supplier shall be responsible for all consequences of non-fulfilment of this obligation.

3. Unless otherwise agreed in writing, we will pay the purchase price with 3% discount within fourteen (14) days of delivery and receipt of invoice or net within thirty (30) days of receipt of invoice.

4. We will, however, not be in default of payment [Zahlungsverzug] without request for payment issued by the supplier.

IV. Assignment, offset, retention

1. The contract concluded with us and the suppliers counterclaim under such contract may not be assigned to a third party, in whole or in part, without our express written approval. On request, we will give such approval if there exist counterclaims.

2. The supplier's right of offsetting against or retention for any counterclaims shall be excluded, unless the counterclaim is undisputed or has become res judicata. A right of retention must, in addition, be based on the same contractual relationship.

V. Delivery period, default in delivery

1. The delivery period stated in the order is binding. The delivery period commences on the ordering date. If the supplier does not perform within the delivery period specified in the order, the supplier shall be in default [Verzug] according to the statutory provisions without warning.

2. The supplier shall be obligated to immediately notify us in writing if any circumstances occur or become obvious to the supplier which indicate that the agreed delivery period cannot be met.

3. If the supplier defaults in delivery [Lieferverzug], we will be entitled to claim flat rate damages caused by default in an amount equal to 1% of the delivery value for each completed week, but not more than 10%. Further statutory claims are due to us in full and are hereby expressly reserved. The supplier is, however, entitled to prove to us that no damage or substan-

tially smaller damage has been caused to us as a result of the supplier's default in delivery [Lieferverzug].

VI. Delivery, passing of risk, default in acceptance, documents

1. Delivery shall, according to our instructions, be made „free place of destination“ to such place unless otherwise agreed in writing. This place of destination is also the place of Performance.

2. The risk of accidental loss and accidental deterioration of the goods will pass to us upon delivery of the goods at the place of performance. It will be deemed equal to delivery if and when we are in default in acceptance [Annahmeverzug].

3. The risk will pass to us only upon delivery and/or default in acceptance even if the goods have been lost or have deteriorated or cannot be processed as a result of a defect of the material supplied by us or as a result of Instructions given by us for the processing; Section 645 (1) BGB is not applicable insofar even if the goods are non-fungible goods. Our further liability based on fault remains unaffected within the meaning of Section 645 (2) BGB.

4. The statutory provisions apply to default in acceptance subject to the provision that an offer of the supplier is required even where our co-operation must be preceded by a calendar-based event (for example, notification of a specific work progress by the supplier); hence, Section 296 sent. 2 BGB is not applicable insofar.

5. The supplier shall be obligated to indicate our order number in all shipping documents and delivery notes. If the supplier fails to do so and this results in delay in processing, we will not be responsible therefore.

VII. Packaging

The supplier undertakes, at the supplier's cost and expense, to take back transport packaging at the respective place of delivery. In the event that the supplier fails to fulfil this obligation, we are entitled to have the packaging re-moved and, if necessary, disposed of at the supplier's cost and expense.

VIII. Insurance

All deliveries are insured by us, at our cost and expense, as from the passing of the risk; therefore, we do not accept any amounts invoiced to us for insurance as from the passing of the risk.

IX. Product liability

1. If and to the extent that the supplier is responsible for loss or damage caused by the product, the supplier shall be obligated to indemnify us on first demand against damage claims of third parties as far as the cause is within the supplier's sphere of control and organisation and the supplier is liable to third parties.

2. Within this scope, the supplier shall also be obligated to reimburse us any expenditure pursuant to Sections 683, 670 BGB arising from or in connection with a warning or recall campaign conducted by us. We will notify the supplier of the subject matter and the extent of the warning and/or recall campaign to be conducted, and do so before it starts as far as this is possible and can reasonably be expected, and give the supplier the opportunity to comment.

3. The supplier undertakes to maintain a product liability insurance with lump sum cover of at least Euro 3 million for each instance of personal injury/damage to property. This shall be without prejudice to any further damage claims we may have against the supplier.

X. Intellectual property rights of third parties

1. The supplier warrants that no patents or other intellectual property rights of third parties are infringed by the supplier's delivery and use thereof by us which is foreseeable by the supplier.

2. If a third party asserts a claim against us for such infringement of its rights, the supplier shall be obligated to indemnify us against such claims on first written demand. If and when a declaration of indemnification has been issued, we are not entitled to make any agreements, in particular, no settlement agreement, with the third party without the supplier's consent.

3. The supplier's duty of indemnification covers also all expenses necessarily incurred by us as a result of or in connection with the claim asserted against us by a third party.

4. The foregoing does not apply if and to the extent that the supplier produced the goods on the basis of documents, samples, models or the like provided by us and did not know and did not have to know that intellectual property rights of third parties are infringed thereby.

XI. Retention of title, intellectual property rights, provided items

1. We recognise retention of title only until settlement of the invoice for the delivery in question. Extended or expanded retention of title is excluded even if we do not expressly object thereto.

2. We retain title, copyright and other industrial property rights in goods, illustrations, drawings, calculations and other documents supplied for the purpose of executing the order.

3. If and to the extent that we provide to the supplier or finance materials, parts or tools, we reserve title thereto. Such items must be stored and/or kept separately and may be used only for our orders. On our request, the supplier shall be obligated, at the suppliers cost and expense, to insure on a replacement value basis and to maintain and service the materials, parts or tools owned by us.

4. Any processing or mixing by the supplier will always be made for us. If the goods to which we reserved title are processed or inseparably mixed with other items not owned by us, we acquire co-ownership of the new item in the proportion which the value of our items bears to the value of the other items at the time of processing or mixing.

5. If mixing occurs such that the supplier's item is to be regarded as the main item, it is deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier will hold the sole ownership or co-ownership for us.

XII. Confidentiality

The supplier shall be obligated to treat strictly confidentially any and all data as well as the conclusion and the contents of the contracts and any and all received illustrations, drawings, calculations and other documents and information. They may be disclosed to third parties only with our express consent. The duty of confidentiality shall survive the expiration or termination of the contract. It will cease to apply only if and to the extent that the know-how contained in the illustrations, drawings, calculations and other documents made available has become generally known.

XIII. Place of jurisdiction, place of performance

1. The place of performance for the supplier's deliveries is the place to which the supplier is required to deliver the goods. The place of Performance for our payments is Reutlingen.

2. The place of jurisdiction for all legal disputes arising from the contractual relationship or with respect to the creation or the validity thereof is Reutlingen or, at our choice, the supplier's place of general jurisdiction.

3. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with all international and supranational legal Systems, in particular, the United Nations Convention on Contracts for the International Sale of Goods being excluded.

XIV. Other

1. Reference in advertising material to business relations with us may only be made with our written approval.

2. The supplier agrees to the storage, processing and transmission of data arising from the supplier's contractual relationship with us to third parties within the scope permitted by the applicable statutory provisions, in particular, the Data Protection Act.

4. Arbitration provisions may be agreed in individual cases.

Reutlingen, 2018