

General Terms and Conditions of Purchase of SAERTEX GmbH & Co. KG, SAERTEX multiCom GmbH and SAERTEX Stade GmbH & Co. KG

Status: November 2019

§ 1 Scope; Form

- (1) These General Terms and Conditions of Purchase ("**GPC**") of SAERTEX GmbH & Co KG, SAERTEX multiCom GmbH, both domiciled at Brochterbecker Damm 52, 48369 Saerbeck, and SAERTEX Stade GmbH & Co KG, domiciled at Sophie-Scholl-Weg 24, 21684 Stade (hereinafter referred to as "**SAERTEX**", "**we**" or "**us**") apply to all business relationships with their business partners and suppliers ("**Suppliers**" or individually a "**Supplier**").
- (2) The GPC apply in particular to contracts for the purchase and/or delivery of movable goods, irrespective of whether the Supplier manufactures the goods himself or purchases them from Suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GPC in the version valid at the time of SAERTEX's order or in any case in the version last notified to the Supplier in text form shall also apply as a framework agreement for all similar future transactions with the Supplier without us having to refer to them again in each individual case.
- (3) These GPC apply exclusively. Conflicting, supplementary or deviating terms and conditions of the Supplier shall not be recognised unless SAERTEX has expressly agreed to their validity in writing prior to conclusion of the contract. These General Terms and Conditions shall also apply if SAERTEX accepts the Supplier's deliveries without reservation in full knowledge of the Supplier's general terms and conditions.
- (4) References to the validity of legal regulations have only clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.
- (5) Individual agreements with the Supplier (including collateral agreements, supplements and amendments) shall take precedence over these GPC. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.
- (6) All legally relevant declarations and notifications of the Supplier with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.

§ 2 Offer; Acceptance

- (1) Our order shall be deemed binding at the earliest upon written submission or confirmation. The Supplier must inform us of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance of the order; otherwise the contract shall be deemed not to have been concluded.
- (2) The Supplier is obliged to confirm receipt of the order from SAERTEX in writing within a period of three (3) days and to accept the order at the latest one (1) week after receipt of the order.

- (3) Delayed acceptance shall be deemed a new offer and shall require our express written acceptance.
- (4) Quotations shall be submitted to SAERTEX in single form and without any obligation for SAERTEX and free of charge. The Supplier must adhere to the enquiry or the invitation to tender in the offer with regard to defects, quality and execution and must expressly refer to these in the event of a deviation. He is bound to his offer for four (4) weeks.

§ 3 Prices; Terms of payment

- (1) The price stated in SAERTEX's order is binding for the Supplier. Unless otherwise agreed in writing, the price shall be understood as "delivery free domicile" including packaging costs. The return of the packaging and the associated costs require a separate agreement.
- (2) All prices are quoted exclusive of the statutory value added tax if this is not shown separately in the invoice.
- (3) SAERTEX shall only process invoices if and to the extent that they contain the order details stated therein in accordance with SAERTEX's specifications; the Supplier shall be responsible for all consequences arising from non-compliance with this obligation.
- (4) Unless otherwise agreed, the following shall apply to payments by SAERTEX:
 - a) The price is due for payment within thirty (30) calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If the Supplier makes partial deliveries, partial invoices may also be issued for these.
 - b) Unless expressly agreed otherwise in writing, SAERTEX shall pay the remuneration claimed by the Supplier within two (2) weeks, calculated from delivery and receipt of a proper invoice, with 3% discount or net within 60 days of receipt of invoice.
 - c) In the case of claims for remuneration in connection with services, SAERTEX shall pay net within 30 days of receipt of the invoice.
- (5) The statutory provisions shall apply to default in payment.
- (6) We shall be entitled to set-off and retention rights to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the Supplier from incomplete or defective services. The Supplier shall only have a right of set-off or retention if counterclaims have been legally established or are undisputed.
- (7) All documents required for acceptance, operation, maintenance and repair, such as test reports, certificates, drawings, plans, operating instructions, shall be supplied free of charge by the Supplier, if necessary in duplicable form.
- (8) If advance payments have been agreed, the Supplier must provide a directly enforceable guarantee from a major German bank or public credit institution as security.

§ 4 Time of delivery and performance; Delay

- (1) The delivery time and/or performance time stated in our order is binding. If a time for the performance is neither determined nor to be inferred from the circumstances, the

Supplier must effect the performance immediately (§ 271 BGB). The Supplier shall be in default at the end of the performance period without the need for a reminder.

- (2) The Supplier shall be obliged to inform SAERTEX immediately if circumstances arise or become apparent to it which indicate that the delivery and/or performance time cannot be met. The notice must be sent to SAERTEX as soon as possible in text form.
- (3) In the event of default, failure to deliver/perform within the agreed performance period and/or non-performance/delivery, SAERTEX shall be entitled to the statutory claims. In particular, SAERTEX shall be entitled to demand damages or to withdraw from the contract after the fruitless expiry of a reasonable grace period. § 4 (4) remains unaffected.
- (4) If the Supplier is in default, we are entitled, in addition to further legal claims, to demand lump-sum compensation for our damage caused by default in the amount of 0.25% of the net price per calendar day. However, this may not exceed a total of five (5) % of the net price of the goods/services delivered/performed late. We reserve the right to prove that a higher damage has occurred. The supplier reserves the right to prove that no damage or only a significantly lower damage has been incurred.

§ 5 Performance; Delivery; Delivery Documents; Passing of Risk; Default in Acceptance

- (1) Without our prior written consent, the Supplier shall not be entitled to have the performance owed by him performed by third parties (e.g. subcontractors). The Supplier shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- (2) Unless otherwise agreed, delivery shall be made free domicile. The delivery takes place within Germany at the agreed conditions to the place indicated in the order. SAERTEX determines the desired destination for each order, which may also be directly at a customer of SAERTEX. The respective place of destination shall also be the place of performance for the delivery and for any subsequent performance (obligation to deliver).
- (3) The Supplier is entitled to make partial deliveries, provided that they are reasonable, and we have agreed to these partial deliveries when placing the order. A partial delivery shall in particular be deemed to be reasonable if (i) the partial delivery can be used by us within the scope of the contractual purpose, (ii) the delivery of the remaining ordered goods is ensured and (iii) we do not incur any substantial additional expenses or costs as a result (unless the Supplier declares his willingness to bear these costs).
- (4) The delivery shall be accompanied by delivery notes. The Supplier shall be obliged to state exactly the order details on all shipping documents or delivery notes, in particular the date (issue and dispatch), contents of the delivery (article number and quantity) as well as our order identification (date and number); if he fails to do so or if the details are incomplete, we shall not be responsible for delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content shall be sent to us separately from the delivery note. In the case of deliveries from a customs foreign country, the Supplier must contact SAERTEX in good time with regard to customs and import processing.
- (5) The risk of accidental loss and accidental deterioration of the goods shall pass to SAERTEX upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (6) The statutory provisions shall apply to the occurrence of our default of acceptance. However, an express offer by the Supplier is also required if a specific or determinable

calendar period has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand reimbursement of his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to an unrepresentable item to be manufactured by the Supplier (one-off production), the Supplier shall only be entitled to further rights if we have undertaken to cooperate and responsible for the failure to cooperate.

§ 6 Special provisions for the purchase of software

Unless otherwise specified in this section, these GPC shall also apply to the purchase of software.

(1) Malware; Inspection obligations; Information obligations

- a) The Supplier undertakes to examine software and all data carriers or electronically (e.g. e-mail, data transfer) transmitted deliveries and services used by the Supplier within the framework of the performance of the service before delivery/provision/use for malware (e.g. Trojans, viruses, spyware, etc.) and thereby to ensure that the system does not contain malware. He shall use the most up-to-date testing and analysis procedures.
- b) If malware is detected, the data carrier must not be used.
- c) If the Supplier, for his part, detects malicious software at SAERTEX, he shall inform us immediately. The same applies to all forms of communication electronically, which is checked for malware according to current standards. The Supplier declares that the examination of the software did not reveal any indications of viruses, Trojans, spyware or similar malware.
- d) The Supplier is obliged to inform us immediately if risks or additional expenses can arise from the defined specifications or given standards, from the software tools used or their interaction with the existing IT landscape of SAERTEX, or if such risks or additional expenses become known to the Supplier.
- e) The Supplier is obliged to inform SAERTEX of possible restrictions with regard to the usability, changeability or further distribution of delivered software which result from the licensing conditions of third parties applicable to this. This applies in particular in the case of software or software components that are subject to an open source license or a comparable license model.

(2) Performance of services; Fulfilment; Passing of risk

- a) The supplier assures that the delivered software complies with the recognised technical and quality standards at the time of the conclusion of the contract. The software must be provided in compliance with the principles of orderly data processing and IT revision (i.e. the German standards called "GoDV") and other relevant quality standards. Deliveries shall be comprehensively checked and tested prior to provision.
- b) The Supplier shall only have fulfilled the contractual obligations when functional tests of the software have been successfully completed after receipt at the place of performance. SAERTEX will carry out the functional tests within twelve (12) working days of receipt of the software.
- c) Notwithstanding § 6 (2) lit. a), the Supplier's delivery obligation shall only be deemed to have been fulfilled if the complete and comprehensible (system technical and user) documentation in German or English has been handed over to us. In the case of software specially developed for SAERTEX, the software must also be supplied in source code with the corresponding documentation.

- d) Upon successful completion of the functional tests, ownership and risk shall pass to us.
- (3) Rights of use
- a) SAERTEX has the non-exclusive, transferable, in time and space unlimited right of use to use the software, including its documentation, in any system environment or product manufactured and sold by SAERTEX or to have it used.
- b) The above right of use also includes the rights within the scope of the contractually agreed use as follows
- for rental within the SAERTEX Group.
 - to make the software available within SAERTEX as part of Application Service Providing (or comparable forms of use);
 - Providing a software distribution program to automate installation and uninstallation operations. A single license key may be used for all installations independently of the respective user;
 - the granting of previous releases of the software. This does not affect our right to make a copy of the software for backup purposes. The copies of the standard software used for proper data backup are part of the intended use.
- (4) Open source software
- a) The use of so-called open source software (software which can be obtained regularly free of charge; "OSS") for the purpose of fulfilling the contract is generally not permitted. This applies regardless of whether OSS's license and use provisions permit their use.
- b) The use of OSS may be permitted in individual cases. The use may be permitted if that the Supplier (i) applies to us in writing for the use of the OSS in question, (ii) notifies us of the relevant license and usage conditions, (iii) notifies us in writing of the reasons (advantages/benefits) for the use of OSS and (iv) we give our written consent to the use of the OSS in question for the performance of the contract.
- c) If OSS is used by the Supplier without our prior written consent, this shall be deemed a material breach of contract. If a contractual service of the Supplier contains OSS not approved by us, this contractual service shall be deemed defective.
- (5) Changes regarding individual software
- a) If the subject matter of the contract between SAERTEX and the Supplier is non-standard software, the Supplier declares that he is prepared, for a period of five (5) years from delivery of the software, to make changes/improvements to the software in accordance with our specifications against reasonable reimbursement of costs.
- b) If, in the course of the implementation of the software into SAERTEX's existing IT landscape, changes become necessary, these changes shall be based on written offers in amendment or supplementary agreements. The parties agree that a change means either requirements outside the contractual services or changes to the agreed contractual services.
- c) We will provide the Supplier with a detailed description of any requests for changes in performance. The Supplier shall immediately check SAERTEX's requests for changes for feasibility and shall inform SAERTEX in writing no later than five (5) working days after receipt of the notification of change of any

possible effects of the change on the contractual services and shall submit a change agreement as an offer if the implementation of the changes results in changes relevant to deadlines or prices.

- d) All documentation and records will be supplied by the Supplier when the modification is carried out. The Supplier shall continue to perform the contractual services as scheduled during the implementation of the change in performance, unless SAERTEX informs the Supplier in writing that the work is to be suspended or restricted until the final decision on the change in performance has been made.
- e) If services which are the subject of the contract are to be rendered or actions are to be taken before the performance modification procedure has been completed which would no longer be usable for SAERTEX after the performance modification procedure has been completed, the Supplier must inform us immediately in writing.

§ 7 Testing and audit rights

- (1) The supplier shall enable SAERTEX to inspect the progress of the contractual services, e.g. a work to be performed. SAERTEX shall be entitled at any time to inform itself about the progress of the contractual service by inspecting all relevant documents (reporting, descriptions, listings, manuals, etc.). The documents required for this purpose shall be submitted to SAERTEX upon request and explained.
- (2) If the sSupplier is granted access via SAERTEX to networks and/or data processing systems of SAERTEX or its customers, this access may only be used for the purpose of fulfilling the respective individual order. The Supplier undertakes, in particular in these cases, to observe the provisions on secrecy pursuant to § 13 and to impose these on his employees and other third parties involved in the execution. Unless absolutely necessary for the fulfilment of the order by the Supplier, the latter shall not be entitled to copy, modify, reproduce and/or pass on to third parties data of SAERTEX accessible to him without the prior written consent of SAERTEX. SAERTEX shall only be liable to the extent required by law for the functionality of access protection or for malfunctions of the above-mentioned networks and data processing systems as well as for any damage resulting from their use.
- (3) SAERTEX and third parties commissioned by it shall be entitled to obtain information from the Supplier within the operating hours about the contractual execution of the delivery and/or service, to take part in factory tests and to carry out tests. The costs of the tests initiated by SAERTEX shall be borne by SAERTEX unless otherwise agreed or unless any defects found justify the need for testing. Repeated tests by SAERTEX due to defects discovered in previous tests shall be borne in full by the Supplier. When subcontracting, the Supplier undertakes to ensure that the information and performance of tests are contractually granted to the subcontractor. Tests or audits shall not release the Supplier from its warranty and liability.

§ 8 Obligation to give notice of defects; Defects; Warranty

- (1) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects (§§ 377, 381 HGB) subject to the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external inspection including the delivery documents (e.g. transport damage, wrong and short delivery) or which are identifiable during our quality inspection by random sampling. If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it depends on the extent to which an investigation

is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected.

- (2) Notwithstanding our obligation to inspect, our complaint (notice of defects) shall in any case be deemed immediate and timely if it is received by the Supplier within a period of fourteen (14) working days from discovery or, in the case of obvious defects, from delivery to SAERTEX. If a quality assurance agreement exists, the separate provisions on incoming goods inspection shall apply, if applicable, with regard to SAERTEX's obligations to examine defects and give notice of defects.
- (3) SAERTEX's statutory warranty rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the Supplier shall apply unrestrictedly, unless otherwise specified below.
 - a) Contrary to § 442 paragraph 1 sentence 2 BGB, we shall also be entitled to assert claims for defects without restriction if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
 - b) In particular, the Supplier warrants that the goods delivered or the work services owed comply with the statutory and agreed quality and packaging conditions, the performance/product description, in the absence of such quality conditions at least customary in the trade and the current state of the art at the time the risk passes, and that they are free from material defects and defects in title or defects in the sense of the law, in particular the Product Liability Act. Any product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or which were included in the contract in the same way as these GPC shall in any case be deemed to be agreements on quality. It is irrelevant whether the product description comes from us, from the Supplier or from the manufacturer.
 - c) The Supplier warrants that the sale of the delivered goods and/or the use of the contractual service will not violate any applicable regulations including packaging and labelling regulations, that the rights of third parties will not be violated and/or that the goods and/or services comply with public law and/or competition law requirements. He further guarantees that existing and/or attached markings concerning the properties, quality, durability, designations, descriptions, accompanying documents and/or advertising statements as well as instructions for use and assembly are correct, legally correct, complete, understandable and written in German.
 - d) If the delivery of goods relates to products which are used directly or indirectly in aviation, the Supplier shall guarantee the airworthiness of his delivery of goods in the sense of a quality guarantee. If there is a quality assurance agreement between the parties, the performance values and specifications agreed there for the delivery of goods shall be understood as quality guarantees.
- (4) The provisions pursuant to § 8 (3) lit. a) to d) shall apply mutatis mutandis to services provided by the Supplier, in particular consulting services.
- (5) Insofar as the Supplier violates obligations, he shall be liable to SAERTEX for any type of fault. The Supplier is informed that he has the right to prove that he is not responsible for a breach of duty.
- (6) SAERTEX shall only be obliged to judicially clarify claims or infringements of rights asserted by customers if the Supplier promises to reimburse the expected costs in advance.
- (7) If the contractual service provided by the Supplier (delivered goods, work performed, service etc.) does not meet the above-mentioned requirements, SAERTEX shall in

particular be entitled, at its option, to demand subsequent performance by elimination of the defect or delivery of a defect-free item (purchase) or elimination of the defect or new production of the work (contract for work). The expenses required for the purpose of inspection and subsequent performance shall be borne in full by the Supplier. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we have recognised or grossly negligently failed to recognise that no defect existed.

- (8) Notwithstanding the statutory rights and the provisions in this § 8, SAERTEX shall be entitled to carry out subsequent performance itself at the Supplier's expense if the Supplier does not fulfil its obligation to subsequent performance - at SAERTEX's option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by SAERTEX. If subsequent performance by the Supplier has failed or is unreasonable for SAERTEX (e.g. due to imminent danger or special urgency), no deadline need be set; we shall inform the Supplier of such circumstances immediately, if possible in advance.
- (9) In addition, we shall be entitled to reduce the price or withdraw from the contract in the event of material defects or defects of title in accordance with the statutory provisions. Our claim for damages and reimbursement of expenses shall remain unaffected thereby.

§ 9 Product Liability; Indemnification; Insurance Coverage

- (1) Insofar as the Supplier is responsible for product damage, he shall be obliged to indemnify SAERTEX against claims for damages by third parties on first demand, insofar as the cause lies within his sphere of control and organization and he himself is liable in the external relationship.
- (2) The Supplier shall reimburse SAERTEX, within the scope of its obligation to indemnify, for expenses pursuant to §§ 683, 670 BGB (German Civil Code) which arise from or in connection with a recall action carried out by SAERTEX. SAERTEX shall, as far as possible and reasonable, agree with the Supplier on the content and scope of the recall measure to be carried out, inform the Supplier and give him the opportunity to comment. Further legal claims remain unaffected.
- (3) The Supplier shall take out product insurance under the following conditions:
 - a) Generally for goods, works and services the product liability insurance has to amount to a sum insured of at least one (1) million Euro per personal injury/property damage - lump sum.
 - b) In the case of goods, works and services intended for aircraft, the Supplier must, at SAERTEX's request, provide appropriate insurance cover with a sum insured of at least twenty-five (25) million euros per personal injury/property damage.

The existence of the insurance cover shall be proven to us upon request.

§ 10 Supplier regress

- (1) In addition to claims based on defects, we shall be entitled without restriction to legally determined recourse claims within a supply chain (Supplier recourse pursuant to §§ 445a, 445b, 478 BGB). In particular, we shall be entitled to demand from the Supplier the type of subsequent performance (rectification of defects or replacement delivery) which we owe to our customer in individual cases. Our legal right to choose (§ 439 paragraph 1 BGB) is not restricted by this.

- (2) Within this framework, the Supplier, as a precautionary measure, assigns to SAERTEX in advance any recourse claims to which the Supplier is entitled vis-à-vis its subcontractor in order to secure the recourse claims existing in favour of SAERTEX. SAERTEX accepts the assignment.
- (3) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a paragraph 1, 439 paragraph 2 and 3 BGB), we shall notify the Supplier and request a written statement, briefly stating the facts of the case. If no substantiated statement is received within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for providing proof to the contrary.
- (4) Our claims arising from Supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

§ 11 Limitation

- (1) The claims between the Supplier and us shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- (2) Notwithstanding § 438 paragraph 1 no.. 3 BGB, the general limitation period for warranty claims shall be three (3) years from the passing of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply mutatis mutandis to claims based on defects in title, whereby the statutory limitation period for claims in rem for surrender by third parties (§ 438 paragraph 1 no.. 1 BGB) shall remain unaffected by this; claims based on defects in title shall in no case become statute-barred beyond this, as long as the third party can still assert the right against us - in particular in the absence of a limitation period.
- (3) The limitation periods under sales law including the above extension shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

§ 12 Industrial property rights

- (1) The Supplier warrants that no rights of third parties, in particular patents and copyrights, in Germany, Europe, the United States of America, Australia and New Zealand are infringed in connection with its delivery and performance. The Supplier warrants that goods, works or services performed by him is free from third-party rights and indemnifies SAERTEX against all claims of third parties. If industrial property rights of third parties are infringed by the work and SAERTEX is therefore completely or partially prohibited from using the work and/or patent, the Supplier shall, at its option, either procure for SAERTEX the right to use and/or exploit the work or design the work free of industrial property rights. Any further claims of SAERTEX remain unaffected by this.
- (2) If claims are asserted against SAERTEX by a third party due to an infringement of industrial property rights, the Supplier shall be obliged to indemnify SAERTEX against these claims upon first written request. The Supplier's obligation to indemnify shall also apply to all expenses necessarily incurred by SAERTEX from or in connection with claims asserted by a third party.

- (3) The aforementioned provisions pursuant to § 12 (1) and (2) shall apply correspondingly to service contracts.

§ 13 Retention of title; Provision of goods; Secrecy

- (1) The transfer of ownership of the goods to us must take place unconditionally and regardless of the payment of the price. If, however, in individual cases, we accept an offer by the Supplier to transfer ownership conditional on the payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we shall also remain authorized to resell the goods prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.
- (2) SAERTEX reserves ownership rights and copyrights to illustrations, drawings, calculations, data, data carriers, performance descriptions, specifications and other documents ("**Information**") which we make available to the Supplier or a contractual or cooperation partner of the Supplier; they may not be made accessible to third parties without the express written consent of SAERTEX. The Information shall be used exclusively for the production and/or processing of the SAERTEX order. They must be returned to SAERTEX without being requested to do so after the order has been processed.
- (3) § 13 (1) shall apply accordingly insofar as SAERTEX provides the Supplier with substances and materials (e.g. software, finished and semi-finished products), tools, templates, samples and other items. Such objects - as long as they are not processed - shall be kept separately at the Supplier's expense and insured to an appropriate extent against destruction and loss. Processing or alterations by the Supplier are always carried out for SAERTEX.
- (4) If the object provided by SAERTEX is inseparably mixed with other objects not belonging to SAERTEX, SAERTEX shall acquire co-ownership of the new object in the ratio of the value of the reserved object to the other mixed objects at the time of mixing. If the mixing takes place 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 proportionate co-ownership to SAERTEX; the Supplier shall keep the sole ownership or co-ownership in safe custody for SAERTEX.
- (5) The Supplier shall immediately notify SAERTEX of any damage or incompleteness of goods provided. The Supplier shall be liable to SAERTEX for loss of material and/or damage in accordance with the statutory provisions.
- (6) The Supplier is obliged to keep the information received during order processing strictly confidential in accordance with this §13. These may only be disclosed to third parties with the express written consent of SAERTEX. This obligation to maintain secrecy shall also apply after the execution of this contract; it shall not expire until and to the extent that the production/business knowledge contained in the information provided has become generally known. The Supplier is aware that this Confidential Information was previously neither known in its entirety nor in its details or readily accessible, that it is therefore of economic value, that it is protected by appropriate confidentiality measures on the part of SAERTEX and that there is therefore a legitimate interest in the confidentiality of this information.

§ 14 Advertising use

The Supplier may only refer to business relations with SAERTEX in advertising material with the express consent of SAERTEX.

§ 15 Data protection

- (1) The Supplier undertakes to comply with all applicable provisions of the EU General Data Protection Regulation (GDPR) within the framework of the performance of the contract.
- (2) The Supplier agrees to collect and process personal data exclusively for the purpose of fulfilling the contract and to store them thereafter only for the fulfilment of statutory storage obligations. Any disclosure of personal data to third parties requires our prior written consent, unless the Supplier is legally obliged to do so.
- (3) The Supplier shall ensure that all persons employed by it to fulfil the contract have been trained in data protection prior to their work assignment and are obliged to observe data secrecy and are obliged not to collect, process or use personal data without authorization during and also after termination of their activities. The Supplier shall also ensure the data security measures required under the GDPR and shall provide SAERTEX with the information and evidence required for order control under the GDPR at the latter's request.

§ 16 Jurisdiction; Place of performance; Applicable law

- (1) If the Supplier is a merchant, legal entity under public law or special fund under public law, SAERTEX's place of business shall be the place of jurisdiction; however, SAERTEX shall also be entitled to sue the Supplier at its place of business.
- (2) Unless otherwise stated in the order confirmation, SAERTEX's place of business shall be the place of performance.
- (3) These General Purchase Conditions and the contractual relationship between us and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the standards of international private law referring to them.

Wir empfehlen diese GCP wie folgt zu ergänzen, um Unsicherheiten bei der Übersetzung und Auslegung zu vermeiden:

These General Terms and Conditions of Purchase have been translated from the German version of these conditions ("Allgemeine Einkaufsbedingungen"). This translation is only provided for information purposes. In the event of any conflict or uncertainty in the interpretation of these GPC, the German version shall prevail.]