

General Terms of Purchasing
of SKW Stickstoffwerke Piesteritz GmbH
and its subsidiaries
Stand: 24.07.2020

1. Relevant conditions

- a) The following General Terms of Purchasing (GTP) apply exclusively to all purchases of SKW Stickstoffwerke Piesteritz GmbH (SKW) and its subsidiaries as per Appendix 1, hereinafter referred to as Customer. They apply for all purchases of goods and services, to the extent that the applicability of one of the following terms of these terms of purchasing is not expressly limited to individual or specific types of goods or services. With the delivery of its products to and performance of services for the Customer the supplier/service provider (Supplier, Service Provider or Contractor) accepts these GTP.
- b) General terms of business or other terms of the Contractor shall not apply, unless these are expressly recognised by the Customer in writing. These GTP also apply in all cases in which the Customer accepts the deliveries of the Contractor without contradicting his conditions deviating from these GTP (whether the Customer is aware of these or not). All references of the Contractor to the validity of his General Terms and Conditions are hereby expressly contradicted.
- c) These GTP also apply for all future transactions with the Contractor.
- d) The terms of these GTP apply in addition to sundry other agreements that the parties conclude, e.g. framework supply contract, framework agreement, quality agreement.

2. Offer, offer documents, ordering, confirmation

- a) Enquires from the Customer to the Contractor regarding his products and the terms of their delivery or requests from the Customer to submit an offer shall not be binding on the Customer in any way.
- b) Enquiries/calls for bids of the Customer shall be submitted by the Purchasing Department.
- c) Offers shall only be processed where an enquiry number is stated. The drafting of offers by the Contractor shall be timely, with all required documents and free of charge to the Customer. There shall subsequently be no obligation for the Customer. The offers must correspond to the specifications of the enquiry. Alternatives are to be listed separately with detailed description. All requisite cost factors are to be considered in pricing. On-site viewing prior to the submission of offers is to be co-ordinated with the individual responsible for orders at the Customer.
- d) Orders of the Customer shall only be valid and binding where submitted in writing. Written form is satisfied where communication is via fax or e-mail, whereby the issuing company and issuing person must be clearly identifiable.
- e) Cost estimates of the Contractor are binding, unless expressly agreed otherwise.
- f) A valid and binding contract between Customer and Contractor including the GTP comes into being via:
 - the written order of the Customer communicated to the Contractor and
 - its express written acceptance (order confirmation) by the Supplier, which must be received by the Customer within seven days of the date of order, after which the order is deemed to have been accepted or
 - the beginning of delivery of the ordered products by the Contractor or
 - the beginning of provision of services by the Service Provider.
- g) Each order confirmation of the Contractor that deviates from the order of the Customer constitutes a new offer and must be accepted by the Customer in writing.
- h) The Customer may also request amendments to the products by the Contractor (in particular regarding design and model of the product) following confirmation of the order by the Contractor. In this case the Supplier shall inform the Customer without delay of the effects of these requested amendments, in particular with regard to additional or reduced costs as well as the delivery date, and the parties shall agree an appropriate contractual amendment, where necessary.
- i) In the event of the contract or order foreseeing that products or services are ordered via call orders, then these calls shall be binding 2 days after communication to the Contractor, so long as the Supplier has not contradicted them in writing before then.

3. Prices, most-favoured-nation treatment, terms of payment

- a) The price listed in an order is binding. Where no deviating agreement exists, the price is “DDP” as per Incoterms 2020, including packaging.

- b) If terms of delivery are agreed pursuant to Incoterms 2020 in which the Customer pays for transport, then the Supplier shall undertake the booking of the shipment with the freight forwarder. If the freight forwarder fails to collect the goods as confirmed in the booking, then the Supplier shall notify the Customer of this without delay.
- c) Invoices are to be issued in accordance with applicable EU law. (Directive 2006/112/EC of the Council of 26/11/2006 on the common system of value-added tax). Reference is to be made to tax free intracommunity delivery or the reverse charge procedure where applicable. In addition to the export papers required thus far, according to the customs authorities the exit or entry summary declaration is to be drawn up in good time.
- d) Invoices are to be submitted by the Contractor without delay following delivery/provision of services. The contents of an invoice must correspond to the applicable statutory requirements. The invoice must correspond to the wording of the order references and contain our order number. A separate invoice is to be drawn up for each order. The invoice currency must correspond to the order currency. The presentation of the invoices shall correspond to the structure of the order. The invoices shall include the order number of the Customer and the supplier number as reference. Should the invoice fail to satisfy the stated requirements, the Customer shall not be responsible for any delay in payment. As a rule, there are two procedures for invoicing (via e-mail or in paper form), of which only one is applied.
- e) For invoicing via e-mail the following applies:
- In the case of electronic transmission of invoices it is essential to use the e-mail address displayed on the order for this purpose. The e-mail addresses for electronic invoicing are to be used exclusively for the transmission of invoices. Correspondence or additional information may not be distributed via these addresses and will remain unacknowledged.
 - An invoice, including the accompanying appendices, must be enclosed in pdf format and may only consist of one respective document per invoicing procedure (invoice incl. all enclosures).
 - The maximum size of the e-mail is restricted to 20 MB.
 - Please refrain from the parallel sending of the invoice via post.
- For invoicing in paper form the following applies:
that the invoices are to be sent as a single copy to the complete address (not P.O. Box address) of SKW Stickstoffwerke Piesteritz GmbH or its subsidiaries.
- f) Terms of payment are agreed in the respective individual contracts.
- g) Payment by the Customer is undertaken in the form of transfer. Other forms of payment as well as crediting/offsetting processes must be agreed separately between the parties in order to apply.
- h) Irrespective of § 354a HGB - German Commercial Code - the Contractor is not entitled, without written authorisation of the Customer, to assign claims against the Customer from the supply relationship or to have these collected by third parties.
- i) Receipt of the goods supplied and/or their payment by the Customer shall not constitute a waiver of later enforcement of claims against the Contractor for defect, compensation or other claims.
- j) The Customer shall withhold any tax deducted at source from the agreed price (in particular construction withholding tax as per § 48 EStG - Income Tax Act - and withholding taxes in the case of limited tax liability as per § 50a EStG) including any solidarity surcharge incurred and deduct these for the accounting of the Contractor to the responsible financial authority, should the Contractor fail to present the Customer with a valid certificate of exemption prior to payment of the remuneration. The Contractor shall inform the Customer in writing of any revocation of a valid certificate of exemption, without delay. In the case of construction services a valid certificate of exemption as per § 48b EStG is to be presented. If this cannot be presented, then the corresponding construction withholding tax shall be withheld.
- k) In the case of initial business contact the Contractor shall present a creditors master data sheet based on a template of the Customer, with this bearing the signature and stamp of the Contractor and submitted as original or as fax (fax no.: 03491 682811). This is to be updated promptly by the Contractor, including in the event of changes in the master data - in particular bank details.

4. Delivery dates, delayed delivery

- a) The delivery dates agreed with the Contractor are binding. Depending on the agreed terms of delivery, the arrival of the goods at the location specified by the Customer or the timely provision of the products for collection at the supplying plant of the Contractor shall be definitive for observance of the delivery period.
- b) If the Contractor is delayed with a delivery/service, this shall invoke, for each week of delivery/service delay commenced, a contractual penalty to the amount of 1 % of the contractual price of the delayed

products, however to a maximum of 5 % of the contractual price. The right to enforce claims for compensation is not affected. Amongst other costs, the Supplier shall compensate the following: special transport costs (both from the Contractor to the Customer and from the Customer to its customers), additional costs arising from extra shifts, costs of replacement/conversion, additional testing costs. However, a contractual penalty incurred shall be deducted from an enforced claim for compensation.

- c) Early delivery and partial delivery of raw materials shall only be accepted by the Customer with written agreement. Should the Contractor deliver the raw materials earlier than the agreed delivery date, the Customer reserves the right to send the products back at the expense and risk of the Contractor.
- d) If the Contractor realises, irrespective of lit. a) – b), that a delivery date agreed with the Customer or an agreed delivery quantity cannot be met, then he shall inform the Customer of this without delay, stating the reasons, the provisional duration of the delay and its effects, with the measures suitable to avert these.

5. Force majeure

- a) Disruption of the delivery relationship due to events that are unforeseeable and unavoidable and beyond the sphere of influence of the Contractor and for which the Contractor is not responsible, i.e. force majeure, war or natural disasters, shall release the Contractor from his duty to perform for the duration of the disruption and in the scope of its effect.
- b) Agreed time periods shall be extended by the duration of such a disruption, the Customer is to be notified appropriately of the onset of such a disruption without delay.
- c) If the end of such a disruption is not foreseeable or if the disruption endures for longer than two months, then each party shall have the right to withdraw from the contract concerned (or not yet fulfilled products) or declare termination without notice.

6. Shipping, transfer of risk

- a) The shipment (including transfer of risk) shall be based on Incoterms 2020 at the place of receipt/utilisation or collection stated by the Customer in the order. If there is a lack of such a specification, then the delivery shall be undertaken DDP (Incoterms 2020) to the place of receipt or utilisation named in the order. In this case, risk shall be transferred at the time point of delivery to the agreed place of receipt or utilisation.
- b) The Supplier is obliged to enclose the accompanying delivery notes to the deliveries. All contents, in particular the order number of the Customer and the supplier number, are to be stated in the delivery notes. If these prerequisites fail to be met, the Customer shall not be responsible for the resultant delay in processing.

7. Quality and documentation

- a) The Supplier shall observe the recognised rules of technology and the respectively-applicable safety regulations. To the extent that the Supplier has received drawings, samples or other specifications or documents from the Customer, he shall observe these with regard to the design and characteristics of the delivery item. Alterations to the delivery item, an already approved production process or its relocation to another site require timely written notification by the Contractor and the prior, express agreement of the Customer.
- b) In the event of the Contractor delivering chemical raw materials to the Customer, the following terms shall apply in addition, to the extent that this is not otherwise requested in written form by the Customer or agreed with the Contractor.
 - The Contractor shall ensure that the requirements of the EU REACH Regulation (Regulation (EC) No. 1907/2006, EU of 30/12/2006) –hereinafter referred to as “REACH” - are observed, in particular that prior registration and registration are undertaken in good time. The Customer is by no means obliged to carry out (pre) registration.
 - The Contractor is aware that the products cannot be used if the requirements of REACH are not fulfilled in a complete and orderly manner.

- The Contractor shall maintain, respectively develop, a quality management system. The Supplier shall provide the Customer with a copy of the respectively current certificate and send the Customer a new certificate following the lapsing of the validity date of the certificate, without being requested to do so. Should the certificate no longer be recognised, the Customer shall be informed of this without delay.
 - The Supplier shall enclose data sheets, material specifications and product descriptions to the initial sampling.
 - Independently of successful sampling, the Contractor shall monitor the quality of the delivery items continuously. In addition, the contractual partners shall inform one another about opportunities for further quality improvement.
 - If the type and scope of the testing and the test material and methods are not specifically agreed between the Contractor and the Customer, then the Customer shall be prepared, at the request of the Contractor, to discuss the testing with the Contractor, in the scope of their knowledge, experience and possibilities, to identify the respectively required level of testing technology.
- c) Where authorities and customers of the Customer request, for the subsequent inspection of specific requirements, insight into the production process and testing documents of the Customer, the Contractor declares himself willing to grant them the same rights in his company and to provide all reasonable assistance in this, to the extent that the duty of confidentiality of the Contractor towards third parties is not infringed as a consequence. The Contractor shall commit upstream suppliers to the same extent, where legally permissible.
- d) Moreover, the Customer may undertake reasonable inspections and quality audits at the facilities where the Supplier produces the products, at any time, with reasonable prior notice, and during the normal business hours, at the intervals that the Customer considers necessary.
- e) The Customer has the right to terminate the respective contract via written notification to the Contractor, where the Contractor fails to maintain the agreed quality standards.
- f) The Supplier shall commit his sub-suppliers to observe the aforementioned terms of this figure 7 accordingly.

8. Wastes, hazardous substances and preparations

- a) The statutory regulations of the country in which the Contractor manufactures and distributes his products are to be observed for goods and materials as well as for processes requiring special treatment, including with regard to transport, packaging, labelling, storage, handling, manufacture and disposal, due to laws, regulations other stipulations or due to their composition and effect on the environment.
- b) In this case the Contractor shall already provide the Customer with the necessary papers and documents prior to confirmation of the order. In particular, all hazardous substances and water-polluting substances shall only be delivered following presentation of an EU safety data sheet and approval by the Customer. If, in the course of the supply relationship, the requirements as per lit. a) change, the Supplier shall provide the Customer with the papers and documents corresponding to the amended requirements without delay.
- c) The Customer is entitled to return hazardous substances and water-polluting substances provided for experimental purposes to the Contractor at no expense.
- d) The Contractor is liable to the Customer for all loss arising from culpable failure to observe the statutory regulations.
- e) The Contractor is also required to observe all statutory and official regulations with regard to environmental protection in the fulfilment of his contractual duties.
- f) The Contractor shall release the Customer in full from all consequences, in particular losses of the Customer and claims of third parties against the Customer which arise from the fact that the Supplier has culpably failed to observe the aforementioned terms or failed to observe them completely or in a timely manner.

9. Packaging

The Contractor is to observe the requirements of the respectively valid packaging regulations.

10. Construction, assembly and services

- a) The Contractor is obliged to take out adequate third-party insurance cover and furnish proof of this. In the event of insufficient insurance cover the Customer shall be entitled to terminate the contract without notice. For orders above a value of 0.5 m euros the Customer reserves the right to himself take out insurance cover for construction and assembly. Should the Customer fail to take out construction and assembly insurance cover, the Contractor shall prove to the Customer that he has taken out sufficient assembly insurance cover. The liability of the Contractor is not affected by this. Generally, the Contractor is obliged to take out suitable insurance cover for property that he has brought in, as well as employees and subcontractors. The Customer assumes no responsibility or obligation for these. Equipment and materials delivered are generally to be insured by the Contractor against transport damage until handover of complete performance to the Customer.
- b) The Contractor commits himself to carry out the performance assigned to him in accordance with the valid statutory regulations, official requirements and the recognised rules of technology at the time point of realisation. The Customer is to be informed of any amendment of these regulations or requirements before the completion of performance.
- c) With his offer, the Contractor shall hand over to the Customer the necessary certification, such as certification of expert knowledge and Water Resources Act expertise certification.
- d) The Contractor shall ensure observance of the Employee Assignment Act and further relevant regulations regarding the assignment of foreign employees.
- e) The Contractor guarantees to pay his employees in the scope of the contract the statutorily prescribed minimum wage to the amount of the binding German terms of the Minimum Wage Act (MiLoG), the Employee Assignment Act and the generally binding German collective pay agreements. The Contractor assures that he shall not undertake any deductions from the employees other than the statutory deductions. Where there is a suspicion of failure to observe the MiLoG the Customer is entitled to request current verification (for example records of hours worked, anonymised payroll accounts for the employees assigned) from the Contractor. The terms of the Federal Data Protection Act are to be observed in full. If data is provided in anonymised form, the Contractor shall ensure that the data of the employees assigned by the Contractor with the fulfilment of this contract, and that the data fully and accurately reflects the actual circumstances in the respective months. The Customer assures that he shall use the anonymised data solely for the purpose of monitoring whether the Contractor has fulfilled his payment obligations in an orderly manner. In the event of the Contractor assigning subcontractors for the fulfilment of his performance, he shall commit these subcontractors in accordance with the aforementioned terms and in particular ensure that the verification of the subcontractor as per MiLoG § 3 is communicated to the Customer without delay, where the Customer is obliged to furnish this to courts or other official bodies. In the event of the Customer being pursued by employees of the Contractor or subcontractors for non-payment of the statutory minimum wage, the Contractor shall release the Customer from the claims of the employees in full at first request. In the event of culpable infringement of the Contractor of his duties from the aforementioned duty to inform, the Customer reserves the right to terminate for cause.
- f) The Contractor guarantees that his workers assigned to the Customer satisfy the EU directives and official requirements for working in the Federal Republic of Germany, i.e. that they are in possession of a valid work and residency permit. This is to be verified on request. Foreign workers are required to have basic German language skills.
- g) The involvement of subcontractors is to be communicated to the Customer in writing prior to the assignment of the subcontractor. The Customer reserves the right to object to the assignment. When awarding tasks to subcontractors the Contractor must also commit these to the existing contractual conditions and confirm this in writing on request.
- h) If the Contractor utilises personnel from temporary employment agencies, he shall be obliged to observe the statutory requirements of the Temporary Employment Act (AÜG) as well as the First Act on Modern Services in the Labour Market in the respectively valid version.
 - i) In the event of changes in the composition of the workforce the responsible employee of the Contractor is responsible for providing instruction on the company-specific requirements of the Customer. The Contractor shall provide verification of this on request.
- j) If the use of a project/construction manager is required, the Contractor shall name these in writing. A change is to be communicated in writing. Following fulfilment of the contract the project/construction manager declaration is to be handed over.

- k) If the Contractor believes he has been hindered in the orderly provision of performance, he is to communicate this in writing without delay and where necessary provide evidence of downtime that has occurred.
- l) Within the scope of contractual fulfilment the Contractor is obliged to inform promptly where deviations are noted.
- m) On request the Contractor is to provide information at any time regarding costs that have been incurred and expected costs.
- n) The Contractor shall provide the Customer with hand revised inventory documents for the contractually provided performance.
- o) For work on the site of the Customer supplementary site conditions apply, to be found at: <https://www.skwp.de/en/media-center/translate-to-english-unterlagen-fuer-lieferanten/?L=2>
- p) Acceptance is undertaken formally. Defects identified during acceptance are to be listed in the acceptance certificate for rectification, with deadline. Until complete rectification of defects the Customer may withhold a security deposit from the invoice amount of the Contractor. Proof of performance may be acceptance certificate, detailed time sheets or measurement records, material consumption lists. Proofs of performance are generally to be designated partial acceptance or final acceptance. They are to be countersigned by both partners, with the name of the respective signatory documented in block capitals.

11. Material defects and recourse

- a) In the event of defective delivery the statutory terms apply, unless otherwise stated in the following terms.
- b) The Customer shall inspect the products supplied by the Contractor on receipt for correspondence with goods ordered and delivered, for any quantity deviations as well as visible damage, to the extent that this is feasible in an orderly transaction. Defects identified in this inspection shall be communicated to the Contractor by the Customer without delay. The Contractor otherwise waives the requirement for an in-depth incoming goods inspection at the Customer. Other defects that are only identified by the Customer during processing or use of the delivered goods for their intended purpose shall be communicated to the Contractor by the Customer without delay following identification of the defects. In this respect the Contractor waives the objection of delayed notification of defects.
- c) In the event of defective delivery the Contractor shall initially be granted opportunity for supplementary performance, i.e. the Customer may choose either rectification of defects or delivery of a new item (replacement parts). In both cases the Supplier shall bear all costs incurred in this, such as transport, travel, labour and material costs. The same applies for any costs of removal and installation. In the case of subsequent delivery the Contractor shall take back the defective products at his own expense.
- d) If supplementary performance fails, if it cannot be reasonably expected of the Customer or if it is not commenced promptly by the Contractor, then the Customer may withdraw from the contract without further notice and return the products at the expense and risk of the Contractor. In these and other urgent cases, in particular for the avoidance of acute damage or greater damage, if it is no longer possible to inform the Contractor of defects and grant him a period of respite for rectification, even where this is short, the Customer may undertake rectification of defects himself at the expense of the Contractor, or have this undertaken by a third party.
- e) Unless otherwise regulated in an individual order or subsequently, claims for material defect lapse 24 months from the time point of delivery of the goods to the Customer. In the case of delivery of replacement parts (cf. lit. c) the limitation period begins anew with their delivery to the Customer.
- f) Further claims, in particular for compensation or guarantees of the Contractor, are not affected.

12. Liability/guarantee

- a) The Contractor is liable for all loss caused by him and his agents in accordance with the applicable statutory terms.

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- b) The Customer assumes no liability for the loss of or damage to the property of the Contractor and his subcontractors.
 - c) The Contractor guarantees that his performance shall have the contractually assured characteristics at the time of acceptance, comply with the general and recognised rules of technology and not feature defects that remove or reduce the value or suitability for agreed use, and that the applicable standards binding upon the contractual object have been observed.
 - d) The Contractor guarantees that the materials and equipment supplied for fulfilment of the contract satisfy the required specifications of the Customer.
 - e) The Contractor is obliged to rectify defects that occur due to performance not in accordance with the contract in a professional manner, at his own expense. This shall occur, following written request by the Customer, within a reasonable period.
 - f) If the defects cannot be rectified via improvement or if the Customer rejects rectification, the Customer shall be entitled to assign another supplier with provision of the performance. The resultant additional costs shall be borne by the Contractor.
 - g) Guarantee periods: The terms of the BGB/ VOB/B - German Construction Contract Procedures - apply.

13. Property rights

- a) The Supplier shall ensure that the Customer or customers of the Customer do not, in the course of procuring, owning, offering, using, distributing or selling the products, infringe intellectual property rights of third parties, in particular trademark, corporate, name, patent, utility, design, get-up or copyright rights of third parties (including corresponding property right registrations) ("property rights"). If the Supplier culpably infringes this duty, then he shall release the Customer and his customers, on first request of the Customer, from any claims of third parties from such actual or alleged breach of property rights and shall bear all costs and expenses that are incurred by the Customer in this respect, in particular prosecution and defence costs on the one hand and costs arising from the observance of a possible duty to refrain on the other.
- b) Lit. a) shall not be applied where the delivery item has been produced according to drawings, models or other detailed specifications of the Customer and that the Contractor was neither aware nor should have been aware that property rights of third parties were infringed as a consequence.
- c) The parties are obliged to inform one another without delay of infringement risks that they become aware of and alleged cases of infringement, and shall act together to counter these as far as may be reasonably expected.
- d) The limitation period is 3 years from conclusion of the corresponding contract.

14. Retention of title

- a) Ownership is transferred to the Customer with complete payment of the purchase price for the products. Any extended or expanded retention of title of the Contractor to the products supplied is excluded.
- b) All parts, raw materials, tools, materials or other devices or objects made available by the Customer remain the sole property of the Customer ("Customer property"). All rights to drafts, samples, drawings, models or other information and documents of the Customer ("Customer documents") also remain with the Customer. The Supplier expressly agrees that Customer property or Customer documents shall not be used for the production or design of products for third party customers without the prior, written authorisation of the Customer.
- c) If the Supplier is in possession of Customer property and Customer documents, he shall store these separately from all property of other persons and clearly label Customer property and Customer documents as the property of the Customer. Customer property and Customer documents shall not be removed from the premises of the Contractor without the prior, written authorisation of the Customer, with the exception of for the purpose of contractual fulfilment.
- d) If the goods provided by the Customer are mixed or combined inseparably with other items that are not the property of the Customer, the Customer shall acquire co-ownership of the new product in proportion to

the value of its reserved goods (purchase price plus value-added tax) to the other blended or mixed objects at the time of combining or blending.

15. Non-disclosure

a) The Supplier commits himself to treat all confidential information that he receives directly or indirectly from the other respective contractual partner with confidentiality. Orders and all associated commercial and technical details are also to be treated as confidential information. In particular, all illustrations, drawings, calculations, quality guidelines, samples and similar objects are to be treated with confidentiality. The copying and forwarding of confidential information is only permissible in the scope of operational requirements. Third parties may only receive insight with prior, written authorisation of the Customer.

b) The above commitments do not apply to such confidential information of which the Supplier can prove that it

- (i) was already generally accessible at the time of communication or became common knowledge afterwards without his culpability;
- (ii) was already in his possession at the time of communication;
- (iii) was made accessible to him via third parties without the obligation to observe secrecy and refrain from using, whereby a prerequisite is that this third party did not obtain the information directly or indirectly from the Contractor;
- (iiii) is to be communicated to authorities due to statutory requirements.

c) The Supplier commits himself to commit subcontractors to observe confidentiality to the same extent. The Supplier may use the confidential information provided to him by the Customer exclusively for its intended purpose.

d) The duty to observe confidentiality extends for a period of 3 years beyond the ending of the supply relationship. The Supplier commits himself, following the ending of the supply relationship, to return all confidential information received, where this is physical or on electronic storage media, to the Customer. The fulfilment of obligations from the last two clauses is to be confirmed in writing to the Customer by the Supplier, at the request of the Customer.

16. Supply of spare parts

The Supplier commits himself to supply spare parts for the foreseen lifetime of the products. In good time prior to the ending of this period the Supplier shall offer the Customer the option of a final order for long-term requirements.

17. Cancellation/revocation of orders/contracts

a) If one contractual partner ceases payments without justification or if an application is made for the opening of insolvency proceedings concerning his assets, then the other partner is entitled to withdraw from the contract due to the unfulfilled parts of the contract.

b) Each party has the right to terminate a contract at any time without notice for cause. Cause exists in particular in the following cases:

- (i) The opening of insolvency proceedings concerning the assets of one party or the rejection of this due to lack of asset values or liquidation of one of the parties;
- (ii) Breach of key contractual obligations; in the event of a breach that can be rectified, but only after the blameless party has submitted a written request to the other party to rectify the breach, warned it of the impending termination for cause and granted a reasonable period of respite of at least four weeks, which has passed fruitlessly;
- (iii) One party comes under the control of a competitor of the other party due to a change in shareholder.

c) In the event of cancellation or other termination of a contract the Supplier shall return Customer property and Customer documents (cf. figure 13 b) as well as all other items made available by the Customer, including all drawings and other documents, devices and tools.

18. Other terms

- a) Should one of the above terms prove invalid or incapable of being implemented, or become so, this shall not affect the validity of the remainder of the terms. The term that is void or incapable of being implemented shall be agreed to be replaced by such a term that, within the scope of legal possibility, approaches the original purpose intended by the contractual partners with the original term that was invalid or incapable of implementation as closely as possible. The same applies for any loopholes in the contract.
- b) The Supplier may not assign or transfer, partially or wholly, any order or the contract without the prior, written authorisation of the Customer.
- c) The Supplier may not employ one or more subcontractors with the fulfilment of an order or part of an order without the prior, written authorisation of the Customer.

19. Place of performance, applicable law, place of jurisdiction

- a) The place of performance for the supply obligations of the Contractor is the respective place of receipt or utilisation named by the Customer. The place of performance for payment obligations of the Customer is the registered office of the Customer.
- b) The law of the Federal Republic of Germany applies exclusively. The Vienna UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- c) Place of jurisdiction for all disputes arising from the commercial relationship between the contractual partners is the registered office of the Customer.