

# **BAUFIX GmbH General Terms and Conditions of Purchase - Version: 09/2020**

## **1. Scope**

- a) These terms and conditions of purchase of the client are an integral part of the contract between the client (BAUFIX GmbH) and the contractor, unless and insofar as nothing different has been agreed for the individual order/contract.
- b) The client does not accept conflicting terms and conditions of the contractor that are not contained in these terms and conditions of purchase, unless the client has expressly agreed to their validity in writing. In particular, the mere reference to a letter from the contractor containing or referring to its terms and conditions does not constitute the client's consent to the validity of these terms and conditions.
- c) These terms and conditions of purchase shall also apply if the client accepts the contractor's delivery/service without reservation in the knowledge of conflicting terms and conditions of the contractor which are not contained in these terms and conditions of purchase.
- d) All agreements concluded between the client and the contractor for the purpose of executing this contract must be laid down in writing in this contract. Advance orders by telephone shall also be made in accordance with these terms and conditions of purchase. This applies in particular to orders that are only binding if they have been issued or confirmed by the client in writing (e.g. by fax).
- e) These general terms and conditions of purchase apply to companies that perform a commercial activity within the meaning of Section 14 of the German Civil Code (BGB) upon conclusion of the contract.
- f) These general terms and conditions of purchase shall also apply to all future transactions with the client, even if they are not expressly agreed again.
- g) The parties are aware that the client meets high economic and moral requirements and also expects this from its contractors. For this reason, the client has developed a code of conduct for its contractors, which in its currently valid version can be viewed on the website <https://www.remmers.com/de/dokumente-zentraleinkauf> and is also available on request at any time.
- h) The parties agree that a first or further use of services may be made conditional on compliance with this code of conduct and a significant non-intentional violation may lead to immediate extraordinary termination. The contractor will therefore not perform the service until it agrees to comply with the code of conduct.
- i) As part of the supplier evaluation, the contractor is responsible for keeping the requested data up to date and reviewing it annually

## **2. Offer/order acceptance**

- a) Tenders and estimates shall be free of charge and shall not give rise to any obligations for the contracting authority/entity.
- b) Proven transmission of the order shall be deemed accepted unless expressly objected to in writing without delay; however, no later than within 3 working days.
- c) Orders as contract acceptance shall be placed exclusively using the client's order form. Verbal agreements are without binding obligation for the client. They shall be binding only if the client has expressly confirmed their content in writing.
- d) The contractor shall remain bound to the client 12 weeks after receipt of the application, unless a higher commitment period has been agreed in individual cases.
- e) If the client's order is accepted with deviations, the contractor must clearly point out these deviations to the client. A contract shall only be concluded if these deviations are agreed in writing.

## **3. Delivery/transfer of risk/deadlines**

- a) Delivery takes place at the contractor's risk. The contractor shall also bear the transport and packaging costs. Goods must only be delivered in legally prescribed containers. The risk of deterioration, including accidental loss, shall remain with the contractor until the actual handover.
- b) The contractor is aware that the client, as a producing company, produces "just in time" due to the limited storage capacities. For this reason, precise timing is particularly important for raw material deliveries.
- c) Agreed or calendar-determined/determinable delivery dates and delivery periods are binding (fixed date) and lead to the due date of the service owed by the contractor. Adherence to the delivery date depends on the handover of the owed service at the destination. Unless otherwise agreed, the delivery period shall be complied with if the goods have been unloaded within the delivery

period on a working day within the normal operating hours at the client's destination. In the case of tank deliveries, the service shall only be deemed to have been rendered once the goods have been filled into the correct tank. In this respect, DPU shall be deemed to be agreed in accordance with Incoterms 2020. Deviations from this shall only be effective if they have been expressly confirmed by the client in written form.

d) The following goods acceptance times of the client apply:

**For tank deliveries:**

- Monday to Thursday 06:00 to 12:00,
- Fridays 06:00 to 10:00.
- Exceptions to this must be agreed separately.

**Other deliveries:**

- Monday to Thursday 06:00 to 14:00,
- Friday 06:00 to 12:00;
- Exceptions to this must be agreed separately.

- e) In the event of earlier delivery or service than agreed, the client reserves the right to return the goods at the contractor's expense or to reject them at the contractor's expense.
- f) If no return takes place in the event of early delivery, the goods shall be stored by the client at the expense and risk of the contractor until the agreed delivery date. In the event of early delivery, the client reserves the right to only make the payment on the agreed due date.
- g) Deliveries that do not comply with the requirements of the order may be rejected by the client and returned at the contractor's expense and risk. This also applies to excess or short deliveries or partial services to which the contractor is not entitled, unless acceptance thereof is agreed/reasonable for the client in individual cases.
- h) If a delivery with installation/assembly/service has been agreed between the client and the contractor, the handover of defect-free goods after proper execution of installation/assembly/service is decisive for the timely delivery.
- i) Should special circumstances prevent the contractor from complying with the agreed delivery date after the order confirmation has been issued, the contractor must inform the client immediately of the reason and expected duration of the delay.
- j) If a collection is expressly agreed differently, timely provision of the goods is the duty of the contractor. Unless otherwise agreed, a lead time of 2 working days in Germany and 4 working days abroad shall be deemed to be in good time.
- k) In the case of deliveries by rail or with freight forwarders, the client shall receive official proof of weight or proof that the weighing complies with the German Weights and Measures Act for deliveries of goods on which a weight-based calculation is based.
- l) For the delivery of raw materials, auxiliary materials and operating supplies, the relevant statutory regulations in terms of classification, packaging and labelling obligations must be observed, in particular those of the applicable chemicals laws and Regulation (EC) No. 1272/2008 (CLP Regulation). The contractor shall compensate the client for damages arising from culpable violations of statutory provisions.
- m) The contractor is responsible for the professional and proper issuance of the documents and all necessary markings. The contractor shall bear any additional expenses or damage resulting from missing or poorly executed documents and markings. This also applies to consequential damage or damage caused by third parties.
- n) Dispatch notes, waybills, invoices and all correspondence with the client must state the order number and item number of the client. The contractor is responsible for all consequences arising from non-compliance with the obligation.
- o) If the acceptance of the delivery depends on documents, the client shall not be in default of acceptance if the contractor has not submitted the documents in time.
- p) The binding document for the delivered quantity is the acceptance protocol of the client's incoming goods office.

**4. Packaging material and pallets**

- a) The client is entitled to exchange reusable packaging material at no extra cost. In this case, the contractor may only charge the client with the amount agreed in writing by the client.
- b) At the request of the client, the contractor shall collect all resulting overpacks, transport and sales packaging at the destination or have them collected by third parties.

- c) For pallets, containers and tankers, the respective service life must be agreed with the client and approved in writing by the client. Neither costs nor fees shall be charged to the client until the end of the agreed downtimes. Furthermore, the client shall not reimburse demurrage fees if and insofar as time delays are the responsibility of the contractor.
- d) In the case of pallet-appropriate goods, delivery must take place on exchange pallets. The contractor and/or its assigned freight forwarder shall ensure the exchange. Claims arising from pallet deliveries that have not been exchanged shall be borne by the contractor.
- e) Returning the packaging requires a separate agreement, unless the contractor is legally obliged to take back packaging in accordance with the provisions of the Packaging Act or, for example, disposal leads to additional costs because, for example, residual quantities of hazardous substances adhere to the packaging. In this case, the contractor must collect these from the client at its own expense. If it wishes the packaging to be returned, it shall bear the shipping costs incurred.
- f) The contractor is obliged to carry out the packaging within the scope provided for by law. For this purpose, the contractor shall provide information about the modalities prior to each delivery. Any damage or additional costs in connection with delayed notification of the modalities (e.g. purity of variety, completely emptied, to what extent, etc.) shall be borne by the contractor.
- g) Furthermore, the contractor is also responsible for the proper registration of the packaging within the scope of the Packaging Act.
- h) In addition, the contractor shall comply with statutory and private law requirements insofar as the usage fees arising from trademark usage agreements for the packaging quantity put into circulation, such as "The green dot", "KBS", "Interseroh", etc. Unless otherwise agreed, this shall also apply to private label products of the client or imports as soon as a corresponding symbol is used on the goods. Empty cardboard packaging or empty containers that are filled at the client's premises are excluded from this.

## **5. Term**

- a) The contract has the term specified in the order.
- b) If a term has not been determined, a contract shall not end until the last retrieval from this has been made in full or the contract has been terminated in another way.

## **6. Quality/condition**

- a) The delivered goods must correspond to the owed condition and, unless expressly agreed, must be state-of-the-art in science and technology.
- b) The contractor is obliged to obtain knowledge of the owed quality, e.g. in the form of a current specification. The appropriate purpose of use shall be defined at the client's premises.
- c) The contractor shall only supply the quantities ordered by the client. Over-deliveries or under-deliveries shall only be accepted if this has been confirmed by the client.
- d) In the case of promotional goods that are separately announced on the order, under-deliveries are not accepted and are synonymous with defective delivery or incorrect or non-delivery.
- e) If, for example, the contractor is already aware at the time of placing the order that legal requirements for its product will change in the future, making adjustments to the product quality necessary and/or which could lead to new restrictions on the use or the placing on the market of the product by the client, the contractor must notify the client of this immediately in writing.
- f) Changes to the goods and/or production-related differences in the product quality, including those of an alleged minor nature, as well as technical changes, must be notified in advance in writing and may only take place with the prior written approval of the client.
- g) Provisions that actually represent a reversal of the burden of proof at the expense of the client are invalid.
- h) The contractor guarantees that its deliveries and services comply with the statutory and official regulations in force on the day of delivery, in particular the relevant environmental protection, accident prevention and occupational safety regulations. In particular, the contractor is responsible for ensuring that any legally required declaration or other property or labelling that ensures the marketability of the product in the contractually agreed sense is complied with (in particular also in accordance with Section 3 i).
- i) The contractor is responsible for ensuring that its deliveries comply with the provisions of Regulation EC No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the contractor's products are pre-registered to the extent required by the provisions of the REACH Regulation or registered after expiry of the transitional periods, unless the substance is exempt from registration. The contractor

shall provide safety data sheets in accordance with the REACH Regulation or the information required in accordance with Article 32 of the REACH Regulation. Upon request, the contractor must also inform the client of the information pursuant to Article 33 of the REACH Regulation.

- j) The contractor shall fulfil all obligations pursuant to CLP Regulation Art. 45 and Annex VIII with regard to the reporting of information on the delivered product when it is placed on the market. Notification shall take place at least in the member state which has been agreed as a binding delivery address between the client and the contractor. If BAUFIX GmbH is supplied, this is the member state of Germany. The contractor also undertakes to cooperate extensively with regard to the obligations that the client may incur at a later point in time with regard to reporting obligations pursuant to Art. 45/Annex VIII of the CLP Regulation in other EU member states if the client wishes to continue placing the product on the market as such or as part of a mixture. This cooperation can either involve notification of the product to other EU member states relevant to the client by the contractor, including a subsequent notification of the so-called "unique formula identifiers" for the product to the client or as far as possible formulation clarification and provision of further information relating to the product required for notification to the client.
- k) Contractors with their registered office in non-EU member states undertake to provide the client with the registration number after registration, at the latest upon order confirmation, provided that they have appointed an only representative (Art. 8 of the REACH Regulation) and the agreed delivery is covered by the registration of the only representative. If an only representative has pre-registered or registered to cover the delivery, the contractor shall attach a corresponding certificate to the delivery. The only representative with registered office in the EU must be announced by name, stating the address in the European Union.

## **7. Property rights**

- a) The contractor is responsible for ensuring that it does not infringe the rights of third parties with its delivery. The contractor is obliged to inform the client if there is a proprietary right (patent, utility model, trademark) for the goods to be delivered.
- b) If a claim is made against the client by a third party due to alleged infringement of property rights, the contractor shall be obliged to release the client from these claims upon first written request. In such a case, the client is not entitled to conclude any agreements with the third party without the consent of the contractor, in particular to conclude a settlement.
- c) The contractor's obligation to indemnify relates to all expenses necessarily incurred by the client from or in connection with the claim by a third party.

## **8. Availability**

- a) Should the contractor intend to change or discontinue its production in the event of a permanent debt or recognisable regularly recurring supply (generally at least 3 orders per half year), it must notify the client of this immediately in writing.
- b) In the event of a cessation of production, the contractor undertakes to ensure that the materials previously supplied to the client are still available for delivery at least 6 months after notification by the contractor.
- c) The client may also request changes to the delivery item after conclusion of the contract, insofar as this is reasonable for the contractor. This amendment must take due account of the effects of both parties, in particular with regard to additional or reduced costs and delivery dates.

## **9. Participation of the client**

- a) If a service disruption or delay is due to the absence or omission of necessary documents or cooperation to be supplied by the client, the contractor may only invoke this if it has previously issued a written warning about the documents or the cooperation and these have not been provided within a reasonable period of time.
- b) The contractor shall provide all devices/equipment and personnel necessary for the proper performance of the service to be performed by the contractor. The client shall not provide any assistance, neither in the form of devices/equipment nor personnel.

## **10. Warranty/Guarantee**

- a) Regardless of the statutory guarantee, the contractor guarantees that
  - the delivered goods have the contractually agreed characteristics and are suitable for the explicitly agreed or recognisable purpose.

- unless otherwise expressly agreed, the goods comply with the provisions of product law applicable in Germany.
- b) Insofar as improvements and new deliveries should be necessary, the contractor guarantees that, if necessary, the necessary actions will be taken in multi-shift operation or in overtime or public holiday hours if this is necessary for the client for urgent operational reasons and this does not constitute unreasonable hardship for the contractor.
- c) If the contractor culpably fails to fulfil its warranty obligations within a reasonable period set by the client, the client may take the necessary measures itself at the expense and risk of the contractor and/or have them taken by third parties.  
In urgent cases or in the event of imminent danger, the client may, after consultation with the contractor, carry out the rectification itself or have it carried out by a third party. The costs required for this shall then be reimbursed to the client by the contractor upon proof.
- d) The client shall be entitled to the statutory claims to supplementary service without limitation.
- e) The client is entitled, at the client's discretion, to demand replacement deliveries from the contractor, or if the contractor is independently able to do so, rectification of defects (rework).
- f) The client expressly reserves the right to recourse to suppliers in accordance with Section 478 (2) of the German Civil Code (BGB).
- g) The contractor shall bear all expenses and costs incurred in connection with the determination of defects and rectification of defects, also insofar as they should initially be incurred by the client, in particular inspection costs, removal and installation costs, transport, route, labour and material costs. This also applies insofar as the expenses/costs increase as a result of the delivery item being moved to a location other than the place of performance, but not if this results in disproportionately high costs.
- h) The right to compensation remains unaffected by this.
- i) If the defectiveness of the delivery item only becomes apparent after installation/mixing into an item manufactured by the client, the contractor must also bear all necessary expenses within the scope of an owed repair which are necessary to remedy the defect in a delivery item, in particular labour costs for installation and removal/extraction. Further claims for damages remain unaffected by this.
- j) The statutory warranty periods apply from the transfer of risk. In the event of rectification or replacement delivery, a new limitation period shall begin from the completion of the rectification work or delivery. However, the new deadline only relates to the repaired or replaced part of a delivery item if only this possibly dependent part has been replaced. The limitation period is extended by the time during which the delivery item cannot be used due to a warranty case. Suspension of the expiry of the period begins on the day on which this defect is notified to the contractor and ends when the delivery item can be reused. Any easing of the limitation period on the part of the contractor is ineffective.
- k) Violation of ancillary obligations, such as pallet heights delivered differently than agreed, also constitutes a defect and may result in claims aimed at eliminating this defect.
- l) The client shall notify any outstanding defects in the delivery immediately in writing as soon as these are identified in the normal course of business. § 377 of the Commercial Code (HGB) shall apply in this respect with the proviso that any undetected defects shall also be deemed to have been reported in good time within a period of 8 working days.
- m) If similar defects occur in more than 5 percent of the delivered parts (serial defects), the client is entitled to reject the entire available delivery quantity as defective and to assert the statutory and contractually agreed defect claims for these.

## **11. Liability/default**

- a) Insofar as the contractor is responsible for damage, he is fully and indefinitely liable for all resulting direct and indirect personal, property and financial damage.
- b) This includes, in particular, all consequential damages such as (by way of example, i.e. not exhaustive) loss of production/profits, but also any necessary expenses for or in connection with recall measures to be carried out, etc.
- c) In this respect, the contractor undertakes to indemnify the client against all third-party claims for compensation upon first request, which was set as the cause in its sphere of control and organisation.
- d) The contractor is obliged to maintain product liability insurance with a sum insured appropriate to the risk and for the duration of the contract.
- e) If the contractor realises that it will not be able to meet the agreed delivery dates, it undertakes to inform the client in writing without delay, stating the reasons and the expected duration of the delay. Notification of an anticipated delay in delivery shall in no case change the agreed delivery date. All

costs incurred by the client as a result of culpably failed or delayed information shall be borne by the contractor.

- f) If the contractor is in default with its service, it must reimburse all costs and follow-up costs arising from the delay on production of evidence.
- g) Further claims for damages by the client remain unaffected.

## **12. Suspension**

- a) As long as the justification of a complaint by the client is being negotiated, the warranty period is suspended for the period from the notification of the defect until the final conclusion of the negotiations.

## **13. Retention of title**

- a) Goods delivered subject to retention of title shall become the full property of the client by processing, combining and/or mixing.
- b) The contractor shall receive a compensation claim in cash for the value of the goods delivered under retention of title in relation to the total mass.
- c) If the client provides parts to the contractor, the client reserves ownership of these parts. Processing or transformation by the contractor shall be carried out for the client. If the client's goods subject to retention of title are processed with other items not belonging to the client, the client shall acquire co-ownership of the new item in proportion to the value of the client's item to the other processed items at the time of processing.
- d) The client retains ownership of tools/systems. The contractor is obliged to use the tools exclusively for the manufacture of the goods ordered by the client. The contractor is obliged to insure the tools belonging to the client at their own expense against fire, water and theft damage. The contractor is obliged to carry out any necessary maintenance and inspection work in good time at its own expense. The contractor must notify the client immediately of any incidents; if the contractor culpably fails to do so, claims for damages remain unaffected by this.

## **14. Confidentiality**

- a) The client retains ownership and copyrights to the production documents handed over to the contractor (e.g. illustrations, drawings, calculations, models, samples). The production documents may only be used to process the tender and to execute the ordered delivery; they may not be made accessible to third parties without the consent of the client.
- b) At the same time, the contractor shall be obliged to surrender any duplicates of the documents it makes after termination; the same shall apply to any documents developed from the client's documents. The semi-finished and finished products manufactured according to the client may only be delivered to the client. In all other respects, the contractor is obliged to keep the client's trade and business secrets secret, even for a period of 5 years beyond the term of the contract. The duty of confidentiality does not apply to generally known circumstances and shall in any case end if the circumstances become publicly known without the contractor's breach of contract being the cause thereof.
- c) Documents, samples, tools or other materials may not be made accessible to third parties, nor may information be given about them. Exceptions that are useful for fulfilment must be agreed in writing with the client.
- d) The contractor must treat the documents etc. provided to him in accordance with the instructions of the client and, if he no longer needs them, return them to the client at no extra cost. The contractor has no right of retention whatsoever to these documents.
- e) If the contractor breaches these conditions and the client incurs damage as a result, the contractor shall be obliged to pay compensation.
- f) The contractor undertakes to treat all commercial or technical details which are not public knowledge and which become known as a result of the business relationship as trade secrets. Subsuppliers/subcontractors must be obligated accordingly in writing (verifiably).

## **15. Prices and payment terms**

- a) If the prices have not yet been set at the time of placing the order, they must be specified by the contractor before delivery of the goods. In this case, the client reserves the right to refuse acceptance of the delivered goods and to withdraw from them in the event that a contract has been concluded.

- b) The prices already agreed are fixed prices and exclude additional claims of all kinds by the contractor.
- c) If, during the term of the follow-up orders, the basic prices for raw material deliveries (shown by the responsible national or international quotations or market values) fall by more than 3%, the agreed fixed price shall be reduced in the corresponding ratio.
- d) The agreed prices include all services associated with the delivery of the items, in particular also the items mentioned under Sections 3 and 4, such as packaging and shipping to the agreed destination ("carriage paid"), including customs duties, insurance, fees, taxes and other ancillary costs, insofar as these are incurred.
- e) The contractor's invoices can only be processed by the client if they contain the commercially available information required under tax law (in particular order and/or item number as well as commission number, exact description of the goods, delivered quantity, dimensions, weight, packaging). The contractor is responsible for all consequences arising from non-compliance with this obligation.
- f) Payment shall be made within two weeks of receipt of goods and invoices with a discount deduction of 3% of the invoice amount or within 30 days of receipt of goods and invoices without deduction. If advance payments have been agreed, the discount deduction shall be granted for each individual payment, insofar as this takes place within the two-week period.
- g) For the timely payment - also with regard to eligibility for discount deduction - it is sufficient if the respective service activity is performed at the place of performance on time.
- h) The client is entitled to set-off and retention rights to the extent permitted by law (e.g. § 320 German Civil Code (BGB)). Offsetting is also permitted in particular with a contractual penalty request.
- i) Assignments to third parties are only permitted to the contractor with the express written consent of the client. The client shall not refuse consent without good cause. If the assignment of a monetary claim is also effective without the consent of the client due to legal regulations, the client may nevertheless render to the previous claim holder with discharging effect.

#### **16. Advertising material**

- a) It is only permitted with the prior express written consent of the client to refer to the existing business relationship with the client in information and/or advertising material.
- b) This also applies when naming the client as a reference.

#### **17. Accessing and entering works premises/accident prevention**

- a) Except for the delivery of goods, accessing and entering works premises is only permitted with the prior written approval of the client. Visiting the works canteen and using the toilet are excluded from this regulation.
- b) All safety-relevant information must be observed on the works premises. Smoking is strictly prohibited except in places provided for this purpose. The smoking ban also applies in particular to smoking within motor vehicles.
- c) The contractor shall have unlimited liability for damage caused on the works premises by its personnel. During the unloading process of silo vehicles and tanker lorries, the contractor's driver must supervise the process on the vehicle.
- d) Photography and the production of other documentation of the works premises is strictly prohibited.
- e) Machinery and systems as well as other technical equipment must comply with the latest statutory and official regulations as well as the prevention regulations of the employers' liability insurance associations, including those relating to noise protection.
- f) In addition, the special regulations issued ex works must be observed for assembly/services.
- g) In all other respects, the house rules must be observed, which provide relevant information on the danger zones. The current version can be viewed at <https://www.remmers.com/de/dokumente-zentraleinkauf>.
- h) The contractor must familiarise himself with these house rules before entering the premises.
- i) Entering the works premises may be made dependent on successful participation in safety training. The necessary access data for the system will be sent to the contractor by the client.

#### **18. Contractual penalty**

- a) In the case of delivery deadlines, the continuation of the client's interest in receiving the goods is subject to full compliance with the delivery deadlines. Without prejudice to further rights, in the event of an overrun (also with regard to partial quantities), the client is entitled to withdraw from the order without further setting of a deadline and to claim compensation for damages in the amount

of 5% of the respective order value instead of the entire service, unless the contractor proves minor or no damage at all.

- b) This applies regardless of whether the contractor is responsible for exceeding delivery dates.

#### **19. Limitation period**

- a) Claims by the client arising from defective delivery shall lapse in accordance with the statutory provisions of the German Civil Code (BGB).
- b) The same applies to the contractor's claims.

#### **20. Force majeure**

- a) The parties shall not be liable for events of force majeure that make the contractual service significantly more difficult for the parties or temporarily impede or make the proper execution of the contract impossible. Force majeure shall be deemed to be all circumstances independent of the will and influence of the contracting parties, such as natural disasters, government measures, decisions of authorities, blockades, war and other military conflicts, mobilisation, internal unrest, terrorist attacks, strikes, lockout and other unrest at work, seizure, embargo, diseases, epidemics, infectious diseases, pandemics (in each case in accordance with WHO classification) or other circumstances that are unforeseeable, serious and through no fault of the contracting parties and occur after conclusion of this contract.
- b) Insofar as one of the contracting parties is prevented from fulfilling their contractual obligations by force majeure, this shall not be considered a breach of contract and the periods specified in the contract or on the basis of the contract shall be extended appropriately in accordance with the duration of the impediment.
- c) Each party shall do everything in its power that is necessary and reasonable to mitigate the extent of the consequences caused by the force majeure. The contracting party affected by the force majeure shall notify the other contracting party immediately in writing of the start and (expected) end of the impediment.
- d) As soon as it is established that the force majeure lasts longer than 6 months, each contracting party is entitled to terminate the contract by registered letter.

#### **21. International contracts/place of jurisdiction and applicable law**

- a) Insofar as the contractor is a merchant within the meaning of the German Commercial Code (HGB), a corporate body under public law or a special fund under public law, the place of jurisdiction for all rights and obligations of the contractual parties arising from transactions of any kind, including disputes about bills of exchange and cheques, shall be the registered office of the client. The same shall apply if the contractor does not have a general place of jurisdiction in Germany, relocates its domicile or habitual residence from Germany after conclusion of the contract or if its domicile or habitual residence is not known at the time of filing the claim. However, the client is also entitled to sue the contractor at its general place of jurisdiction.
- b) These general terms and conditions of purchase and the entire legal relationship between the parties to the contract are subject to the law of the Federal Republic of Germany to the exclusion of the UN convention on contracts for the international sale of goods. The customary clauses are to be interpreted according to the respective valid Incoterms – ICC, PARIS.
- c) The contract language is German.

#### **22. Final provisions**

- a) Should any of the above provisions be invalid, partially ineffective or excluded by a special agreement, this shall not affect the effectiveness of the remaining provisions.
- b) In the course of business dealings, personal data within the meaning of the Federal Data Protection Act (BDSG new) and the European General Data Protection Regulation (GDPR) are stored by the client and used exclusively in the interests of business. You can view the privacy policy online at [https://www.remmers.co.uk/en\\_GB/datenschutz](https://www.remmers.co.uk/en_GB/datenschutz).