

1. Validity

- 1.1 These conditions apply to all purchasing agreements and relevant SAP orders placed by companies affiliated with Pfeiderer Deutschland GmbH in the sense of Sections 15 et seq. AktG (Joint Stock Corporations Act), insofar as these do not have their headquarters within the territory of Poland, in their role as Client (AG) / Purchaser / Ordering party. These Purchasing Conditions therefore apply to all orders and legal relationships between the Client (CL) and Contractor (CO), even if they are not referred to either in the order or in any other manner, insofar as the CO was aware of them or should have been aware of them from an earlier business relationship or for some other reason.
- 1.2 These provisions apply only to companies in the sense of Sec. 14 BGB (German Civil Code).
- 1.3 If there are contradictions between the German-language version and translations into foreign languages, only the German version is binding.
- 1.4 Provisions of the CO which contradict or deviate from these conditions or additional conditions shall neither be recognised by the CL nor are they considered part of the contract. This also applies even if the CL accepts a delivery or service and is aware of the contradictory or additional conditions.
- 1.5 Conditions stipulated by the CO shall only apply if the CL has expressly declared its acceptance of them in whole or in part in writing.

2. Priority

- The following order of priority applies to the type and scope of services performed by each side:
- The provisions of the individual agreement or order
 - The further contractual conditions included in the agreement or order, as well as specific and general technical conditions
 - Labour, health, and environmental protection ordinances of the CL and regulations of the CL related to quality, accident prevention, transportation and system security
 - Conditions for work performed by third party companies at locations of the CL and these General Purchasing Conditions for purchasing, service, and delivery agreements (each available online at www.pfleiderer.com).

3. Offer

- 3.1 The CO must adhere closely to any inquiries submitted by the CL in its offer, and must expressly note any deviations.
- 3.2 Offers must be made free of charge and shall not be considered grounds for any obligations by the CL.
- 3.3 No claims to reimbursement of additional cost may be made due to a lack of knowledge on local circumstances. Offers must be made free of charge.

4. Orders / order acceptance / conclusion of contract

- 4.1 Orders shall require the written form (including SAP orders, fax and e-mail).
- 4.2 The written form is also considered fulfilled if orders are transmitted electronically.
- 4.3 Oral ancillary agreements to the order are only binding if confirmed in writing by the CL. This also applies to subsequent amendments and supplements.
- 4.4 Orders must be confirmed or the order must be rejected by the CO within 4 business days. If the CL and CO are in an ongoing business relationship, the CL's order will also be considered accepted by the CO if and insofar as the CO does not expressly reject the order within 4 business days.
- 4.5 Full or partial transfer of services and work assigned to the CO to third parties (subcontractors) shall require prior written approval from the CL. The same applies to the assignment of partial services to another company through subcontractors.
- 4.6 Orders the CL has transmitted electronically can be confirmed electronically by the CO.

5. Delivery deadlines

- 5.1 Deadlines indicated on the order by the CL are binding and must be strictly observed by the CO - with the exception of cases of force majeure. If a delivery term is agreed instead of a specific delivery deadline, this term shall begin on the date the CL grants the order (date of dispatch).
- 5.2 The delivery term is considered an arrival or completion deadline.
- 5.3 If the CO does not comply with the agreed delivery deadlines and is culpable for its failure to comply, the CO shall automatically be considered in default when it fails to fulfil the deadline in question, without requiring any specific warning from the CL.
- 5.4 If the CO becomes aware that it will not be able to fulfil its contractual obligations on time or in full, it must inform the CL of this promptly, providing reasons for this and the anticipated length of the delay or the extent of non-fulfilment, and must take all reasonable counter-measures to correct the issue.
- 5.5 If the CO is in default for the delivery of movable goods, or if it is in default for the manufacturing and set-up and commissioning of immovable goods, such as permanently installed machines, complete machine and production systems and other equipment, it must pay a contractual penalty of at least 0.2% of the net contract total for each calendar day for which it exceeds the deadline, and a maximum of 5% of the net contract total. Sec. 341 para. 3 BGB shall not apply.
- 5.6 In addition, the CO shall be liable for damages for which the CO is responsible for rejected orders and lost wages incurred by the CL due to the delay, in particular due to production bottlenecks, if these go beyond the contractual penalty to be paid. Furthermore, the CL is entitled to immediately withdraw from the agreement if the deadline is significantly exceeded (over 5 days).
- 5.7 The CO can only base its delay on the failure to receive required documents from the CL if it has not received these documents within an appropriate period despite a written request.

6. Place of fulfilment, distribution of risks and costs

- 6.1 The delivery must be made to the address indicated in the order.
- 6.2 The CO shall be responsible for precisely complying with the delivery specifications provided to it.
- 6.3 The CL is entitled to deny acceptance of deliveries without falling into default of acceptance if proper shipping documents are not available on the date of receipt. The CO shall bear the costs of a justifiable denial of acceptance.
- 6.4 The CO shall bear the risk of accidental destruction or loss up until handover to or acceptance by the CL. This also applies if a delivery ex works was agreed in the individual case, if the shipment was to be made at the cost of the CL, or if Incoterms / other trade clauses apply.
- 6.5 The values calculated by the CL shall be considered decisive for quantities and weights.
- 6.6 If operating disruptions, restrictions, or other disruptions occur due to force majeure that are verifiably not the responsibility of the CL or caused only through slight negligence, the CL shall be released from its obligation to promptly accept the ordered delivery or service for the duration of the disruption and released from payment without the CO incurring any claims for damages on this basis.

7. Transportation and shipping regulations

- 7.1 All services are considered carriage paid to the shipping address provided, including packaging and transportation insurance, if not otherwise agreed in writing in the individual case.
- 7.2 The CO must select a suitable and reliable means of transportation in the interest of the CL and must send a shipping notification to the receiving location.
- 7.3 Deliveries must be packaged so as to avoid transportation damage.
- 7.4 The AG will only be obliged to return packaging materials and accept packaging costs if this has been expressly agreed in writing or is specified by law. Furthermore, upon request by the CL the CO is obligated to take back any packaging materials from the CL and dispose of these properly at its own cost.
- 7.5 The CO shall be liable for losses and damage occurring during transportation, including unloading, up to acceptance at the receiving location.
- 7.6 A delivery slip or verifiable proof of performance and transportation documents must be included with each delivery. In addition to the delivery address, the transportation documents must include order information (order no., order date, delivery location, recipient and material no.).
- 7.7 Costs incurred due to incorrectly routed deliveries shall be borne by the CO unless the CL is responsible for the incorrect routing.
- 7.8 The CO is only entitled to provide partial deliveries / services in exceptional cases with the prior written approval of the CL.
- 7.9 If transportation is completed at the CL's cost based on a separate written agreement, the most inexpensive transportation option for the CL must be selected.
- 7.10 The CL is entitled to receive the delivery at the CO's factory at its own discretion, deducting the costs associated with transportation / transportation insurance, or is entitled to make use of its own transportation insurance (if applicable), as long as it notifies the CO of this promptly. In this case the risk and benefit shall be transferred to the ordering party upon acceptance.
- 7.11 The CL's signature on the delivery slip shall not be considered recognition that the delivered goods are in accordance with the contract, and shall not be considered acceptance. Shipments that cannot be accepted due to failure to observe the shipping regulations shall be stored at the risk and cost of the CO, whereby the CL is entitled to determine their content and condition.
- 7.12 The CO shall be liable for damages and shall accept the costs incurred due to failure to observe these shipping regulations by it or its sub-suppliers, including commissioned transportation companies.

8. Guarantee

- 8.1 The CO guarantees that its deliveries / services are performed in accordance with legally prescribed accident prevention and work protection regulations and generally recognised safety and occupational medicine regulations.
- 8.2 The CO guarantees that the contractual objects have the contractually agreed-upon properties for their intended use, that they are suitable without restriction, and that they are in proper condition, and that they are delivered or installed free from any fees, liens, or other encumbrances, do not exceed the indi-

- 8.3 The CO furthermore guarantees that the delivered object fulfils generally recognized engineering practices, applicable statutory and administrative provisions, applicable safety requirements and in particular employee safety and accident prevention regulations.
 - 8.4 The CO furthermore guarantees proper and comprehensive documentation.
 - 8.5 If a machine or device, or a complete system are manufactured or installed in accordance with a separately agreed plan or special request, the CO guarantees that the contractual object fulfils the intended purpose and conforms to the law.
 - 8.6 In case of deliveries of raw or auxiliary materials, the CO guarantees that the delivered goods fulfil the contractually agreed-upon quality and readiness for use, as well as the relevant DIN regulations and the statutory and official provisions applicable to their sale and use, and do not violate any third party rights.
 - 8.7 All guarantees also extend to parts produced by sub-suppliers of the CO and deliveries from sub-suppliers.
 - 8.8 The CL shall notify the CO of defects in the delivered goods without unnecessary delay (defect notification) once they are found during the normal course of business. The obligation to inspect and submit notification of defects for movable goods and raw or auxiliary materials shall only begin once the delivery or machine, etc. has been received, set up and handed over ready for operation, and is two weeks. The CL shall have no obligation to inspect goods or submit complaints if a Quality Assurance Agreement has been concluded between the parties. The above regulations also apply if Incoterms or other trade clauses are applicable.
 - 8.9 The guarantee rights and all other rights of the CL due to defective services / objects shall remain unaffected both by acceptance of the services by the CO and if defect notifications are not submitted or are not submitted in due time.
 - 8.10 For immovable goods such as permanently installed machines and systems, acceptance by the CL is required, and must only be provided once the machine or system is properly installed, set up and ready for operation. With respect to Sec. 640 para. 2 BGB, the term set by the CO must be at least 4 weeks. The term in accordance with Sec. 640 para. 2 BGB shall not begin if the work was verifiably not completed by the CO by the deadline. In deviation from the regulations of Sec. 640 para. 2 BGB, to prevent assumed acceptance at least one defect must not be indicated if the CO is aware of an actual and significant defect in the work when the deadline is set for acceptance.
 - 8.11 All modifications to information, images, dimensions, designs, processing, materials and technical properties of the ordered goods made by the CO without the permission of the CL shall be considered a defective delivery or manufacturing of the contractual object and shall not be considered grounds for an approval and/or acceptance obligation.
 - 8.12 The warranty term for delivered goods shall be 24 months, starting from handover or acceptance. If deliveries are defective, the warranty term shall be suspended starting with the occurrence of the defect and during the entire time that defect persists, e.g. until successful completion of reworking or a replacement delivery.
- 9. Rectification of defects**
- 9.1 In case of defects, the CL is entitled to request either reworking or a replacement delivery of defect-free contractual objects from the CO, at its discretion.
 - 9.2 Defective contractual objects can be rejected before handover.
 - 9.3 If the contractual object has already been handed over, the defective delivery must be provided for pick-up and stored promptly at the cost of the CO, if a replacement delivery of defect-free contractual objects is requested.
 - 9.4 All costs for supplementary performance, such as work and material costs, in particular costs associated with any installation and removal of the defective delivery due to the defect and costs for all kinds of transportation, shall be borne by the CO. Any exclusions or reductions in the obligations of the CO in accordance with the provisions of Sec. 439 para. 3 BGB in conjunction with Sections 445a, 475 para. 4 and 6 BGB shall not be accepted by the CL and are invalid. In general, any parts about which complaints are submitted under the warranty shall remain in the possession of the CL until replacements are provided, and shall be transferred to the possession of the CO following replacement. If the delivered object is transported as part of supplementary performance, the CO shall bear the risk of accidental destruction or deterioration until it is once again handed over to the CL.
 - 9.5 If the service / delivered object is fully replaced, the warranty term shall restart, if it is partially replaced the term shall restart for replaced parts.
- 10. Claims for damages due to defects and subsequent damages**
- 10.1 If it is not possible to provide a reworking or replacement delivery or not possible in a timely fashion, or if supplementary performance fails, the CL may request a reduction, return of the delivery, and/or claims for damages at its discretion.
 - 10.2 After a properly set deadline for supplementary performance has passed without rectification, the CL is also entitled to correct the defect itself at the cost of the CO.
 - 10.3 Supplementary performance will be considered to have failed after the first unsuccessful attempt.
 - 10.4 If a delivery of raw or auxiliary materials proves to be defective only after further processing, the CO shall be liable for any resulting damages.
 - 10.5 The CO hereby undertakes to accept all costs for any installation and removal costs related to the defect in the delivery / service.
- 11. Testing and material certifications, CE designation and risk assessment**
- 11.1 If tests are required for the delivered objects, the CO shall bear the required costs and its own personnel costs. The CL shall bear its own personnel costs.
 - 11.2 The CO must notify the CL that goods are ready for testing at least one week in advance and in writing, and set up a testing date with them. If the delivered object is not provided by this date, personnel and testing costs of the CL shall be charged to the CO.
 - 11.3 If repeated or further tests are required due to defects, the CO shall bear all related costs and personnel costs.
 - 11.4 The CO shall bear all related and personnel costs for material certifications for primary materials.
 - 11.5 According to applicable EU ordinances (Article 31 of ordinance (EG) no. 1907/2006 (REACH ordinance)), suppliers of hazardous materials or mixtures must provide the purchaser with a safety data sheet. The supplier hereby undertakes to provide a current safety data sheet for each delivery of a material / mixture, independent of its hazardous properties (in accordance with ordinance (EG) no. 1272/2008) to the CL (electronically).
 - 11.6 If one or more EU directives apply to the contractual object due to its properties or type, the CO shall be responsible for reviewing which EU directives apply to the production, delivery, marketing and later operation of the contractual object according to applicable EU law, in particular directive 2001/95/EG, ordinance no. 765/2008 and directive 2006/42/EG and for preparing relevant documents such as a risk assessment, documents and designations (such as an EU conformity assessment, CE designation and declaration of conformity) for those products, machines, incomplete machines, totality of machines / totality of incomplete machines, parts of machines or safety components of different origins which may have been combined and for marking the product with the CE designation before it is first sold or operated if possible. All applicable directives / ordinances must be taken into consideration. The CO hereby undertakes to only sell the product and begin operations with it if it fulfils the provisions of all currently applicable directives and if the conformity assessment has been carried out according to all applicable directives.
- 12. Insurance and liability provisions / compliance with statutory regulations**
- 12.1 The CO shall be liable for all damages caused by it or its agents to the CL insofar as it is responsible for these, unless liability without culpability is stipulated by law.
 - 12.2 Furthermore, the CO shall be liable for ensuring that applicable accident, fire prevention, occupational protection and environmental regulations (in particular those applicable in the CL's plants) and respective applicable house regulations and provisions for external companies in Pfeiderer plants are observed during all work carried out, including work carried out by its agents.
 - 12.3 The CO shall indemnify the CL against all third party claims for damages, including against orders by supervising authorities, etc. that are asserted in conjunction with its contractual deliveries or services.
 - 12.4 It must verify sufficient liability coverage to the CL upon request.
 - 12.5 The CO and its agents must ensure that property brought into the CL's operating facilities is stored carefully and safely. The CL shall not be liable for any damages to or loss of this property, if legally permitted.
 - 12.6 Claims by the CO against the CL for damages, in particular due to culpable contractual violation, negligently committed or omitted actions and subsequent damages are excluded if legally permissible. This does not include intentional actions or gross negligence, or cases of mandatory liability under the law and significant contractual violations. In cases of gross negligence or violations of key contractual obligations, the CL's liability shall, however, be limited to foreseeable damages typical for the contract.

- 13. Scope of the contract**
- 13.1 The CL reserves the right and is entitled to reduce or expand the scope of the contract and to make changes to the design and type of machines and systems, in particular due to new technical findings, insofar as this would result in an improvement for it, and to change the locations of delivery or set-up without this resulting in any claims for damages for the CO.
- 13.2 The CO must review such requests for changes by the CL within ten calendar days to determine their possible consequences and notify the CL of the results in writing, whereby in particular effects on the technical design, costs, and schedule must be included in this notification.
- 13.3 Negotiations must be held on any verifiable cost increases and/or delivery delays which would result from the CL's change request.
The CO must notify the CL promptly and in writing of changes / expansions of the scope of delivery / service and additional quantities which would be necessary to carry out the contract. The CL must provide prior written approval to carry out such changes.
- 14. Pricing calculations**
- 14.1 Prices indicated in orders are maximum prices and shall remain binding even if pricing increases occur while the order is being carried out. Pricing increases and excess deliveries shall only be accepted with the invoice if the CL has declared its approval in writing before receiving the invoice. Otherwise, the invoice total will be reduced.
- 14.2 If the CO lowers its prices and/or conditions improve in the time between when the order is placed and delivery, the prices and conditions applicable on the date of delivery shall apply.
- 15. Invoice and payment; default of payment**
- 15.1 Payments by the CL shall be made net after receipt of the delivery / invoice
- within 14 days with a 3% discount
 - within 30 days with a 2% discount
 - within 60 days with no discount.
- If the delivery and invoice are not received at the same time, the payment term shall begin only after both goods and the invoice have been received.
- 15.2 Invoices without order numbers can be rejected.
- 15.3 If complaints are made due to defects, the CL is entitled to reserve 3 times the amount of the projected costs of reworking or replacement delivery until a completely defect-free delivery or production is completed.
- 15.4 The CO can only assign claims to third parties with written approval; this also applies to assignments under a factoring agreement. If an assignment is made without our approval, the CL is entitled to withdraw from the agreement. Sec. 354a HGB (Commercial Code) shall remain unaffected.
- 15.5 If insolvency proceedings are opened against the CO, the CL is also entitled to withdraw.
- 15.6 The CO is prohibited from offsetting claims against CL claims, with the exception of counter claims which are undisputed, which have been established in a court of law.
- 15.7 Payment does not indicate a recognition of conditions or prices. The time of payment shall have no influence on the supplier's guarantee or other rights due to defects in the service. Furthermore, a payment by the CL without reservations shall not be considered confirmation that the service of the CO conforms to the contract.
- 16. Reservation of ownership**
- 16.1 The CL only accepts reservations of ownership in simple form.
- 16.2 Ownership shall be transferred to the CL upon payment of the invoice, even if legitimate deductions were taken from the amount.
- 16.3 Any extended or expanded retention of ownership is expressly rejected.
- 17. Objects**
- 17.1 Drawings, models, tools, documents, and similar which are provided or paid for by the CL to carry out an order shall remain or become the CL's property, and the CO shall be liable for their loss or damage or misuse until they are returned properly and in full.
- 17.2 When materials owned by the CL are processed, ownership of the new goods shall be transferred directly to the CL. When these are processed with other goods not belonging to the CL, co-ownership to the new goods shall be transferred to the CL based on the value of the reserved goods in relation to other processed goods at the time of processing.
- 17.3 Materials owned by the CL must be explicitly labelled immediately after acceptance by the CO and stored separately from the same or similar materials. These materials may only be used within the framework of the planned production and may not be used in any other manner.
- 17.4 Tools for special parts and tools produced by the CO at the cost of the CL may only be used for the respective orders of the CL, whereby the CO is obligated to insure them against damage / loss.
- 18. Assembly**
- If assembly, maintenance, inspections, repairs, etc. are carried out in a CL plant, the conditions for work by external companies at CL locations or affiliated companies apply (available at www.pfleiderer.com).
- 19. Industrial property rights**
- 19.1 The CO hereby assures that objects delivered by it do not violate any patents or other industrial property rights held by third parties.
- 19.2 The CO shall indemnify the CL against any liabilities, obligations, losses, claims for damages, including costs and expenditures resulting from a claim or legal dispute due to a violation of patents or other industrial property rights by it.
- 19.3 If such claims are asserted against the CL, the CO shall accept the costs for legal defence and shall indemnify the CL against all third party claims of any kind.
- 19.4 If such claims are asserted against the CO, the CO shall notify the CL promptly and in writing and shall provide the CL the necessary information at its own cost.
- 19.5 If industrial property rights of third parties are violated, the CO shall either obtain a right of use for the delivery or service in question or change the delivery or service such that third party rights are not violated, at the CL's request.
- 20. Confidentiality obligation**
- 20.1 The CO hereby undertakes to only use trade and business secrets entrusted to it or of which it becomes aware during the course of the business relationship for the purposes of carrying out the specific agreement and to not sell such information during the course of or after the end of the contractual relationship, and to maintain confidentiality over such information towards third parties.
- 20.2 The name of the company / brand of the CL may only be published for advertising purposes or in references, etc. with prior approval.
- 21. Minimum wage / compliance with social and ethical minimum standards**
- 21.1 The CO hereby assures that it will observe and comply in full with all respective legally applicable and contractually applicable regulations on the minimum wage, currently regulated for the Federal Republic of Germany in the Minimum Wage Act (MiLoG).
- 21.2 The CO hereby assures that it will always keep up to date on any and all industry, country, and work specific negotiated / applicable minimum wages and social regulations and will comply with these without restriction.
- 21.3 The CO hereby undertakes to ensure that subcontractors it uses and their own subcontractors also comply with the statutory minimum wage and industry-specific negotiated minimum wages for the employees they use and that they observe the minimum standards.
- 21.4 The CO furthermore assures that, if it uses the services of any companies headquartered outside of the Federal Republic of Germany, the applicable regulations on social minimum standards and the minimum wage will be complied with or, if services are performed within / for the territory of the Federal Republic of Germany, that the persons employed will be paid the applicable statutory minimum wage or industry-specific prescribed minimum wage.
- 21.5 The CO hereby undertakes to carefully control compliance with these regulations by the company carrying out the service and engaged as a subcontractor.
- 21.6 If there are any violations or infringements of the above obligations, the CO hereby undertakes to indemnify the CL from all claims by third parties with legally binding effect, in particular against any claims for compensation by third parties resulting from any legal violations, and to reimburse it for any resulting damages.
- 21.7 If the CO violates the above obligations, the CL is entitled to terminate any existing contractual relationships for just cause, by extraordinary means without providing further grounds, and to award the contract to another party. Any additional costs incurred because of this shall be borne by the CO.
- 22. Subcontractors / ensuring statutory regulations on employee leasing**
- 22.1 If the CO uses subcontractors following written approval from the CL, the specific services assigned to the subcontractors must be named. The CO shall be responsible for ensuring the subcontractors used comply with occupational safety law regulations, in particular applicable trade association regulations and further specifications and regulations of the CL, and shall document this in a brief protocol. The CL shall receive a copy of this.
- 22.2 Each subcontractor must be contractually obligated to provide the CO with the most recent required certifications from the tax office, the responsible social insurance agency and trade association, and – if necessary – to deliver work permits to the CL for submission.
- 22.3 The CO must obligate its subcontractors to fulfill all obligations related to its tasks which the CO has accepted and ensure the subcontractor's compliance.
- 22.4 The CO may not prevent its subcontractors from concluding contracts with the CL for other deliveries / services. Exclusivity agreements with third parties that would prevent the CL or the subcontractor from purchasing deliveries / services which the CL itself or the subcontractor require to carry out such contracts, in particular, are prohibited. The CL has the right to reject a specific subcontractor for just cause. This applies in particular if it has legitimate doubts that the subcontractor has the necessary experience or qualifications, or if it does not observe occupational safety / environmental protection obligations. The CO hereby undertakes to promptly obtain qualified replacements in such cases. Any delays resulting from a rejection shall be borne by the CO. If the CO uses workers as subcontractors without prior written approval, or if the CO violates its obligations under these provisions, the CL shall have the right to withdraw from the agreement and/or to request compensation for damages due to non-fulfillment.
- 22.5 Both parties shall take all necessary measures to ensure that there are no violations of the regulations on employee leasing applicable to the services provided by the CO or its subcontractors. In particular, the CO must always ensure that its employees or the employees of its subcontractors are not incorporated into the operations of the CL and are not subject to the instructions of the CL.
- 23. Force majeure**
- 23.1 Force majeure includes any event outside of the control of the delivering contractual party that prevents it from fulfilling its obligations in whole or in part, including fire damage, flooding, strikes and legal lock-outs, as well as operational disruptions or official dispositions for which it is not responsible.
- 23.2 In cases of force majeure, the CO is only freed from its obligation to deliver goods for the duration and scope of the event if it informs the CL promptly that a force majeure event has occurred and provides substantiated proof of it.
- 23.3 The CO must attempt to correct the force majeure to the best of its ability, or to reduce the negative impact of the force majeure on the CL. If a force majeure event occurs, the contractual partners shall agree on next steps and determine whether subsequent deliveries should be made, if applicable. Apart from this, each contractual partner is entitled to withdraw from the relevant orders if the force majeure lasts for more than 4 weeks after the agreed delivery date.
- 24. Other provisions**
- 24.1 If one or more provisions of the above agreement are or become legally invalid or unenforceable, this will not affect the validity of the other provisions or the agreement as a whole. Any invalid provisions shall be replaced by new regulations designed to achieve the same economic results. The same applies to regulations correcting contractual gaps.
- 24.2 If provisions have not been included in this agreement, then the content of the agreement shall be based on statutory provisions.
- 24.3 The place of fulfillment is the city of the shipping address or the location where the service is to be carried out.
- 24.4 These General Purchasing Conditions and all individual agreements included under these General Purchasing Conditions shall be subject exclusively to the law of the Federal Republic of Germany and shall be interpreted based on German laws and case law of the German courts and the European Court of Justice. The UN Convention on the International Sale of Goods and German international private law shall be excluded.
- 24.5 The sole place of jurisdiction for all disputes arising from these provisions in conjunction with the respective contractual relationship / order, including disputes related to bills of exchange, checks, and other documents, is Nuremberg.