

GENERAL TERMS AND CONDITIONS OF PURCHASE Berner International GmbH

(hereinafter: **Berner**)

§ 1 Scope of Application

(1) These General Terms and Conditions of Purchase ("GTCP") shall apply to all contracts between us as Purchaser / Principal (hereinafter referred to as Principal) and the Supplier / Contractor (hereinafter referred to as Supplier) concerning the provision of deliveries and services, irrespective of whether they are purchase contracts, contracts to produce work, contracts for work and materials, service contracts or contracts for other services.

(2) Our offers and acceptances are made exclusively on the basis of these terms and conditions. The Supplier acknowledges the validity of the terms and conditions upon conclusion of the contract, at the latest upon delivery / execution of the service. Unless otherwise agreed in writing, our terms and conditions shall apply exclusively. We do not recognise any deviating general terms and conditions of the Supplier, even if we do not expressly object to them in individual cases, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply exclusively if we accept the delivery/service from the Supplier without any special reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from these terms and conditions.

(3) These terms and conditions of purchase shall also apply to all future transactions with the Supplier, even if we do not refer to them again.

(4) Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall take precedence over our GTCP. Such agreements must be made or confirmed in writing for evidence purposes. Subject to proof to the contrary, the contract and the other written documents shall be authoritative for the conclusion and the content of the agreements made.

(5) Legally relevant declarations and notifications of the Supplier (e.g. warning notice, setting of deadlines, revocation or reduction) are only effective if they are made in text form (e.g. letter, e-mail, fax).

(6) Insofar as compliance with the written form is required in these GTCP, compliance with the text form shall also be sufficient, in particular (letter, e-mail, fax).

§ 2 Offers, Order, Conclusion of Contract and Order Confirmation

(1) The preparation of drafts, offers, cost estimates, the submission of samples or similar shall be free of charge and non-binding for us. This shall also apply if a contract is not concluded.

(2) In case of doubt, our enquiries to the Supplier shall only constitute invitations to submit a contractual offer. Orders placed by us shall only be binding if they are made at least in text form (e.g. by fax or e-mail). If we make an offer, we shall be entitled to withdraw from our offer at any time until the conclusion of the contract (exclusion of binding offers pursuant to section 145 BGB (German Civil Code)). Orders placed by us shall expire at the latest if they are not accepted by the Supplier in text form within 10 days, unless a different acceptance period is specified in the order.

(3) Offers of the Supplier are generally binding unless they are expressly designated as non-binding. In case of doubt, the Supplier shall be bound by his offers for three months, unless a different binding period is expressly stipulated in the offer. If we can expect an acceptance of our offer, in particular if our order is placed in an ongoing business relationship, after preliminary negotiations which are ready for conclusion or on the basis of price lists or the like of the Supplier, the Supplier is obliged to expressly declare a possible rejection of our offer in writing within three working days. Otherwise, his silence shall be deemed to be acceptance of the contract.

(4) In the offer, the Supplier must adhere to the specifications of the enquiry or tender. If the declaration of acceptance or a letter of confirmation from the Supplier contains deviations or additional conditions to the enquiry, tender or order, the Supplier must clearly indicate this. Such deviations require our written confirmation to be effective.

(5) In all letters, order confirmations and delivery documents, the order number, article and commission number, sign and date of letters of the Principal referred to shall be listed.

§ 3 Prices

(1) Unless otherwise agreed, all prices quoted include delivery free place of use and insurance, i.e. including customary packaging, including transport, transport insurance (insofar as the conclusion of insurance has been agreed or is customary) as well as including any other duties and fees (such as customs duties, stamp duties, etc.), but excluding the statutory value added tax. If it has been expressly agreed that we shall bear the freight and/or packaging costs, these shall be disbursed by the Supplier and shown separately in the invoices.

(2) Unless otherwise agreed, all prices are fixed prices in EURO. Subsequent price changes are excluded.

§ 4 Invoices, Payment

(1) The remuneration shall be due for payment after complete and proper receipt of the goods/acceptance and receipt of a proper invoice within 21 days with a deduction of 3% discount on the gross invoice amount or within 30 days net. The periods shall commence upon receipt of the invoice or, if the goods arrive after the invoice, upon receipt of the goods, but in no case before the agreed date of receipt of the goods. Payment does not confirm the fulfilment of the Supplier's contractual obligations.

(2) Invoices shall be submitted in writing by post or in electronic form as a pdf document. Invoices shall be issued separately for each order, stating our order number, commission and article numbers as well as the delivery address. The value added tax shall be shown separately. Invoices that have not been properly issued shall be deemed not to have been issued. The Supplier shall provide all evidence (e.g. certificates of origin) required for the Principal to obtain customs or other benefits. The invoice shall list the order number, article and commission number, mark and date of any letters of the Principal referred to. Evidence shall also include any certificates, such as sterilisation certificates.

(3) Interest on arrears is not owed. The interest rate for default of payment shall be 5 percentage points above the base rate of interest.

(4) We shall be entitled to rights of set-off and retention to the extent provided by law.

(5) As a matter of principle, we do not make advance payments. If, in individual cases, advance payment by us has been agreed, we shall be entitled to demand that the Supplier provide security for the advance payment in the form of an absolute suretyship from a major German bank.

§ 5 Changes to the Contract

(1) Subsequent changes requested by us to the content or scope of performance shall be accepted by the Supplier, provided that they are reasonable and feasible for the Supplier. Insofar as this necessitates additional costs or postponements of deadlines compared to the original order, the Supplier must inform us of these consequences in writing without undue delay and in any case before commencement of the corresponding work and provide a quotation for the additional or reduced remuneration or the postponement of deadlines. The amended remuneration shall be determined on the basis of the actual costs required with reasonable surcharges for general business costs, risk and profit.

(2) In this case, the change to the contract shall only become effective if we agree in writing to the increase in remuneration or the change of date. If no agreement is reached, we shall be entitled to order reasonable changes in performance in text form even without an amendment agreement. In this case, the remuneration shall be calculated in accordance with paragraph 1, sentence 3.

§ 6 Delivery Obligation, Dates

(1) The Supplier bears the procurement risk for his services. Delivery times or dates are binding.

(2) Decisive for compliance with the delivery date or delivery period is the proper receipt of the goods or the flawless performance of the service as well as the handover of the documentation at the receiving point specified by us.

(3) In the event of earlier deliveries than agreed, we reserve the right to refuse acceptance or to return the goods at the Supplier's expense. If no return is made in the case of early delivery, the goods shall be stored by us at the Supplier's expense and risk until the agreed delivery date. Storage costs for early delivery can be charged at a flat rate of 0.5% of the net invoice amount for each month or part thereof up to the due date of delivery, whereby the Supplier reserves the right to prove that the damage was minor. We reserve the right to claim damages in excess of this amount. Even in the event of premature acceptance, remuneration shall not be due prematurely.

(4) If it becomes apparent that a delay in delivery or performance will occur, the Supplier shall inform us without undue delay, stating the reasons and the expected duration of the delay. However, such information does not exclude the occurrence of the delay.

(5) In the event of a delay in delivery or performance on the part of the Supplier, we shall be entitled to demand lump-sum damages for the delay amounting to 0.5% of the value of the performance with which the Supplier is in default per week or part thereof, but no more than 5% of this value. The Supplier has the right to prove to us that no damage or significantly lower damage has been incurred as a result of the delay. We reserve the right to further statutory claims, in particular the right to prove higher damages caused by the delay as well as the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period. The liquidated damages shall be credited in the event of higher damages.

§ 7 Delivery, Transfer of Ownership and Risk, Set-Off/ Retention by the Supplier

- (1) All deliveries must be made to the place of delivery specified in the order or, if a special place of delivery has not been agreed, to our registered office (Elmshorn). The Supplier is obliged to comply with the requirements for shipping documents notified by us, in particular to state our order number on all papers.
- (2) For their protection, the goods must be properly packaged and labelled in a manner customary in the trade. The Supplier is obliged to transport the goods to the place of performance at his own expense and to take out transport insurance for the goods at its own expense, provided that such insurance can be taken out for the goods to be delivered in a manner customary in the trade.
- (3) The delivery shall be accompanied by at least one delivery note or, at the request of the Principal, by two delivery notes. In the case of deliveries from foreign customs countries, the Supplier shall contact the Principal in good time regarding customs and import clearance. All original documents must be presented to the Principal at the latest 7 working days before the arrival of the goods. All damages and additional costs resulting from delayed customs and import clearance shall be borne by the Supplier.
- (4) Excess or short performances or partial deliveries are only permitted with our express written consent.
- (5) At our request, the Supplier is obliged to accept or collect the packaging material free of charge.
- (6) Regardless of whether the Supplier transports the goods himself or engages third parties for transport or whether we exceptionally assume the costs of transport, the risk shall always pass only after unloading at the place of delivery. In the case of contracts to produce a work, the risk shall pass to us upon acceptance.
- (7) If our employees support the transport person or the Supplier during loading without the loading being part of our contractual obligations, our employees shall act as vicarious agents of the transport person or the Supplier. Any liability on our part for loading damages is excluded.
- (8) Ownership shall pass to us upon handover of the goods. The Supplier shall not be entitled to retention of title unless expressly agreed otherwise in writing.
- (9) The Supplier shall only be entitled to offset and/or retain deliveries or services if his counterclaim is uncontested or has been finally and non-appealably established.

§ 8 Call-Off Contracts

If we have concluded a contract with the Supplier for deliveries on call, we shall be entitled, unless expressly stipulated otherwise, to make the call-off as needed and in any (partial) quantities. There is no obligation to call off specific or constant quantities or on specific or regular dates. Unless otherwise agreed, the call-off period shall correspond to the term of the contract. The Supplier is not entitled to demand an earlier call-off. There shall be no obligation to call off in full unless a fixed purchase quantity or minimum purchase quantity has been expressly agreed. Anticipated purchase quantities represent only non-binding demand expectations. Unless otherwise agreed, the Supplier is obliged to keep goods sold on call immediately available and to carry out the delivery within three working days or on a date determined by us.

§ 9 Order Execution, Quality Assurance and Documentation, Accompanying Documents

(1) The stipulated performance characteristics of the goods/service to be manufactured or delivered shall be strictly complied with by the Supplier. All product descriptions and specifications are to be understood as quality agreements. The Supplier is responsible for the flawless quality of the goods delivered or services provided by him. In particular, he assumes warranty that the service corresponds to the latest state of science and technology and does not have any material defects and/or legal defects. The Supplier warrants that the goods/services comply with all statutory and technical regulations (e.g. Equipment and Product Safety Act). The Supplier is obliged to comply with all relevant quality standards, in particular DIN standards, and generally recognised technical, safety and occupational health rules as well as occupational health and safety, accident prevention and emission protection regulations and to observe all other laws, regulations, guidelines and leaflets issued by the legislator, competent supervisory authorities, trade associations and technical supervisory associations in this respect. The protective devices required by the accident prevention regulations shall be supplied to us. Electrical systems, machines, devices, etc. must comply with the VDE regulations, bear the VDE radio protection symbol and the CE symbol.

(2) By accepting the order, the Supplier warrants his professional competence and proper execution of the service in compliance with all rules of technology and safety regulations.

(3) In the case of manufacturing and/or processing orders, the Supplier shall be responsible for the defect-free manufacture and the selection of the manufacturing / processing procedure. He is responsible for the selection of materials and/or the procedure.

(4) The Supplier is obliged to check the contract documents and preliminary services conscientiously. The Supplier must inform us without undue delay in writing - if possible before the start of the work - of any contradictions, ambiguities and/or inaccuracies in individual parts of the contract relating to the type and scope of the services to be provided, as well as in the event of concerns about the intended type of execution (also due to the safeguarding against the risk of accidents), about the suitability or quality of the materials or components provided by us or about the performance of other contractors. In such cases, the Supplier may only execute the order if we expressly adhere to the specifications in writing despite the Supplier's written notification. In the event of a breach of the above obligations, the Supplier must not invoke the aforementioned circumstances. Furthermore, the Supplier shall compensate us for all damage resulting from the breach of the aforementioned obligations.

(5) The Supplier shall be obliged to carry out appropriate quality inspections of his deliveries and services and to maintain a documented quality management system in accordance with the state of the art. The results of the quality inspections shall be documented in writing. We are entitled to demand examination of the quality inspection records at any time. Furthermore, the Supplier is obliged to carry out material tests, test runs and the production of "zero series" to an appropriate extent.

(6) The Supplier may only use subcontractors to fulfil his obligations with our prior written consent. We must be informed of any intended subcontractors in good time before the conclusion of the contract. Even in the event of our consent to the use of subcontractors, the Supplier shall remain solely responsible to us.

(7) The Supplier shall appoint a competent employee (contact person) and ensure his availability who can provide the information required for the execution of the contract and either make or arrange for decisions.

(8) We are entitled to carry out quality audits to assess the effectiveness of the quality assurance system or to have them carried out by a person appointed by us.

(9) We are entitled at any time to demand information about the status of the work and to check the placed orders for their execution in accordance with the contract. In particular, we have the right to monitor the performance of the service at the Supplier's premises at any time during production, to object to improper performance and to reject defective parts or performance even before delivery. We shall be granted access to the workplaces, workshops and storage rooms in which the items of the services or parts thereof are manufactured or the materials intended for this purpose are stored within the business or operating hours. Upon request, execution documents shall be submitted to us for inspection. Random samples, including samples of intermediate products, shall be made available to us to a reasonable extent. If the Supplier acts as a subcontractor, we shall also be entitled to grant our principal corresponding rights of control and inspection at the Supplier's premises without our rights of control and inspection thereby expiring. However, there is no obligation on our part to monitor. The implementation of such control measures shall have no influence on the obligations of the Supplier, in particular on his warranty and liability. Any knowledge of manufacturing or business secrets acquired in this way shall be treated confidentially by us. The Supplier shall not be entitled to any claims for costs, reimbursement of expenses, compensation or other claims due to the exercise of such information or control measures. The Principal shall bear his own expenses for information or control measures if these are routine spot checks which are carried out without concrete indications of the existence of a breach of duty by the Supplier. If there were indications of a breach of duty or if defects were identified in previous inspections, the costs of the inspection/re-inspection shall be borne by the Supplier.

(10) Detailed accompanying documents in German, in particular drawings and documents of the Supplier, shall be supplied free of charge with the delivered goods, if necessary in digital or easily reproducible form, in particular those that comprehensively describe the function of the delivered item, as well as documents that enable proper performance of assembly, operation, monitoring, repairs, replacements and maintenance of the item of performance and all information and documents that are necessary for obtaining required approvals. We are entitled to use these drawings and documents for the manufacture of spare parts as well as modifications of the item of performance - also by commissioned third parties.

(11) In the case of delivery of hazardous goods, the relevant safety data sheets shall be made available without being requested to do so.

(12) The Supplier remains solely responsible for drawings, plans, calculations, etc. used by the Supplier within the scope of his services, even if we have approved their use.

(13) The Supplier is obliged to carefully inspect goods which he himself receives from third parties to ensure that they are free of defects, in a manner appropriate to the respective goods. He will not himself make use of any sub-suppliers who are not known to him to be completely reliable.

(14) The Supplier warrants the availability of spare parts and replacement products for his deliveries and services for a period of 10 years after delivery.

(15) If, for a reason for which we are not responsible, the work becomes unfeasible or if we terminate for such a reason, the Supplier shall have no claim to remuneration. However, we shall be entitled to demand the delivery of work already performed. If we exercise this right, the Supplier shall be entitled to a part of the contractually agreed remuneration corresponding to the proportion of the work performed.

§ 10 Receiving Inspection/Acceptance

(1) The delivered goods shall be inspected by us within a reasonable period for transport damage, quality deviations and/or quantity deviations. The complaint is in any case timely if the defect was reported within four weeks after receipt of the goods. Hidden defects shall be deemed to have been notified in good time if the notification is made within 10 working days of their discovery. The dispatch of the notice of defect shall be sufficient for compliance with the time limit.

(2) The unconditional acceptance or issue of receipts/delivery notes by us does not constitute a waiver of possible claims or rights due to delayed performance or performance not in accordance with the contract.

(3) Payments do not constitute recognition of a proper and defect-free delivery or service.

(4) In the case of contracts to produce a work and contracts for work and materials, the Supplier's performance shall require formal written acceptance by us. If a trial run is provided for, the acceptance shall be pronounced after a faultless trial run by means of a joint acceptance protocol.

§ 11 Rights in Case of Defects

(1) The Supplier shall be liable for legal defects and material defects in accordance with the statutory provisions. He warrants the careful and proper fulfilment of the contract, in particular the compliance with the stipulated specifications and other execution regulations of the Principal according to the latest state of science and technology, as well as the quality and expediency of the delivery with regard to material, construction and execution and the documents belonging to the delivery (drawings, plans, etc.). We shall be entitled without restriction to the claims provided for by law in the event of defective performances. This shall also apply if the defect remained unknown to us due to gross negligence at the time of conclusion of the contract.

(2) We shall have the right to choose the type of cure. The Supplier shall bear all expenses incurred in connection with the determination of the defect and the rectification of the defect, in particular examination and testing costs, dismantling and installation costs, packaging costs, transport costs, travel costs, labour costs, material costs, shutdown and conversion costs. This also applies if the costs are incurred by us. The Supplier shall bear the costs, in particular for the inspection, even if there was actually no defect, unless the notification of the defect was grossly negligent or intentional. The Supplier shall bear the risk and costs for any necessary return shipment. The Supplier shall provide the same warranty for delivered replacement parts and rectification work as for the item of the delivery.

(3) Even in the case of purchase contracts and contracts for work and materials, if the Supplier fails to fulfil his obligation to cure within a reasonable period of time set by us, we shall be entitled to remedy the defects ourselves or have them remedied by third parties at the Supplier's expense (so-called substitute performance). In urgent cases or if the cure by the Supplier has failed, no deadline needs to be set. Further statutory rights remain unaffected.

(4) The warranty period is 36 months, unless the law provides for a longer limitation period. Even in the case of acceptance of partial performance, it shall commence with the delivery or acceptance of the entire agreed work or other performance. This shall not apply if the law provides for a longer warranty period. The statute of limitations for warranty claims shall be suspended upon receipt of a notice of defects by the Supplier. The limitation period is suspended until the Supplier rejects our claims or declares the defect eliminated or refuses to continue negotiations on our claims. In the case of replacement delivery or in the case of rectification of defects with regard to the rectified parts, the statutory limitation period for claims for defects shall start anew.

For delivery parts which could not remain in operation due to warranty defects, a current warranty period shall be extended by the period of interruption of use.

(5) If a customer or third party asserts a claim against us for services, in particular for warranty or damages, which the Supplier has provided, the Supplier shall without undue delay provide us with all information and documents necessary or relevant for legal defence. The Supplier is obliged to indemnify us against all claims unless he proves that he is not responsible for the defect or damage.

§ 12 Rights of Recourse

(1) If a customer of ours asserts claims for defects against us, the statutory provisions on the seller's recourse (sections 445a, 445b, 478 BGB) shall apply mutatis mutandis if the defect asserted by the customer relates to a defect in the Supplier's delivery which was already present at the time of the transfer of risk to us.

§ 13 Rights of Third Parties, Property Rights, Advertising Material

(1) The Supplier guarantees that the delivered goods are free of third party rights, in particular free of retention of title, industrial property rights, liens and other encumbrances. This applies to foreign property rights only to the extent that the Supplier was aware that the goods would be delivered into the area of application of such property rights.

(2) The Supplier shall indemnify us against all liabilities arising from the fact that a delivered item or part thereof is encumbered with third-party rights.

(3) If, within the scope of the order or its preparation, know-how capable of being patented or registered as a utility model, to which we have contributed, becomes apparent, the Supplier and we shall jointly act as applicants in applications for property rights. The exploitation of know-how capable of being protected by property rights shall be carried out taking into account the interests of both parties.

(4) The Supplier may only refer to business connections with the Principal in advertising material with the latter's express consent.

§ 14 Claims for Damages and Revocation of the Principal

(1) The statutory provisions shall apply to our claims for damages and rights of revocation, subject to deviating provisions in these GTCP. In accordance with the statutory provisions, the Supplier shall be obliged to compensate the Principal for all damage resulting from a breach of duty for which the Supplier is responsible (e.g. non-performance, defective or delayed performance, lack of cooperation, breach of reference requirements). The damages to be compensated include, for example, damages suffered by the Principal as a result of direct and indirect damage to our property, futile / additional material and labour costs, loss of profit, damages as a result of third party claims, damages caused by delays, etc.

(2) If we are entitled to claim damages in lieu of performance, we shall be entitled to claim liquidated damages in the amount of 15% of the agreed remuneration. However, the Supplier is entitled to prove that the damage was less. We reserve the right to claim higher damages.

§ 15 Producer's Liability, Insurance

(1) If a claim is made against us by one of our own principals or by a third party on account of personal injury or damage to property which is attributable to a service provided by the Supplier, the Supplier shall without undue delay hand over to us all information and documents which are necessary or relevant for a legal defence. If the Supplier is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he is himself liable in relation to third parties.

(2) Within the scope of his liability for cases of damage, the Supplier shall also be obliged to reimburse all costs and expenses resulting from a recall action carried out by us if and to the extent that the type and scope of the recall action appears necessary for the prevention of danger, taking into account the probability and severity of the possible damage, for legal or commercial reasons. We shall be entitled to discretion in deciding on the necessity, type and scope of the recall action. Except in cases of particular urgency, Berner shall contact the Supplier prior to a recall action and give him the opportunity to comment. Further statutory claims shall remain unaffected.

(3) The Supplier undertakes to maintain business and product liability insurance with a sum insured of € 10 million, which also covers damage in the event of onward delivery by us. Upon our request, the Supplier shall provide evidence of such insurance. The existence of such insurance does not limit our direct claims against the Supplier.

§ 16 Documents, Obligation of Secrecy

(1) We reserve all rights, in particular ownership and copyright, to all documents, drawings, models, plans, descriptions or other information handed over or communicated by us to the Supplier before or after conclusion of the contract.

(2) The Supplier is obliged to keep all documents made available to him as well as all operating methods and figures that come to his knowledge in connection with the contract or the contract negotiations and all other business and trade secrets and information that is not generally known, e.g. technical or commercial information, strictly confidential, even after termination of the contract. The Supplier must properly store embodied information and in particular ensure that third parties cannot inspect it. Documents and information may only be used for the contractually intended purpose. They must not be copied, reproduced, handed over to third parties or disclosed in any other way without our written consent. Upon request, they must be returned to us without undue delay. Sub-suppliers shall be obliged accordingly.

(3) The Supplier undertakes to pay a contractual penalty to be determined by us for each case of culpable infringement of the confidentiality obligation in paragraph 2, the appropriateness of which is to be reviewed by the competent regional court in the event of a dispute. The defence of connected continuation is excluded. In the case of continuous infringements, each commenced week of the infringement shall be deemed to be a separate infringement. Any further claims for damages shall remain unaffected. Any contractual penalty paid shall be set off against any claims for damages.

(4) The Supplier is only entitled to refer to the business relationship with us or to refer to us as a reference with our written consent.

§ 17 Duties of Care and Retention of Title for Provided Materials

(1) The Supplier is obliged to strictly comply with all regulations and specifications regarding the handling of materials provided and to enquire with us in case of doubt.

(2) If materials and/or workpieces provided are damaged, destroyed or lost with the Supplier, the Supplier shall be fully responsible for this and shall compensate the Principal for the resulting damage.

(3) The Supplier is responsible for the proper storage, securing, insurance and use of provided material and/or workpieces. He is obliged to mark our property and to store and manage it separately. Our property is to be stored carefully, in particular protected from external influences and access by third parties. The Supplier is obliged to insure the items owned by us at replacement value against fire, water and theft damage at his own expense. The Supplier hereby assigns to us now already all possible claims for compensation against the insurer or third parties. We accept the assignment.

(4) We retain title to all materials provided until complete delivery. Processing or transformation by the Supplier shall be carried out for us as manufacturer. If our goods subject to retention of title are combined or processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other processed items at the time of processing. If the Supplier acquires sole ownership in accordance with statutory provisions, he shall already now transfer co-ownership to us on a pro rata basis in the amount of the proportion resulting from the ratio of the invoice value for the goods subject to retention of title to the invoice value of the other main item.

(5) If we provide the Supplier with items of execution (in particular tools) for the execution of the order, these shall remain our property. The Supplier is obliged to use the items of execution exclusively for the execution of the contract concluded with us. The Supplier shall carry out any necessary maintenance and repair work without undue delay at his own expense. All items of execution shall be returned to us in unchanged condition without undue delay after execution of the order. Excessive wear and tear and damage shall be borne by the Supplier.

(6) The Supplier shall inform us without undue delay of any seizures or interferences by third parties in our property, in particular attachments, confiscations, damages, and shall provide us with all information and documents necessary for an intervention. The Supplier shall be liable for the costs incurred for the cancellation of the seizure, in particular by initiating third-party proceedings instituted to prevent the execution of a judgment, insofar as they cannot be obtained from the enforcing creditor.

§ 18 Enticement of Employees

(1) The Supplier undertakes not to entice away any personnel of the other contracting party during the term of the contract and up to six months after termination of the contract.

(2) In the event of a breach of the prohibition of enticement, the Supplier undertakes to pay a contractual penalty / compensation payment of € 25,000.00 per enticed employee.

§ 19 Customer Protection

(1) During the term of the contract and up to 12 months after termination of the contract, the Supplier undertakes not to offer or provide, either directly or indirectly, contractual services to customers with whom we maintain or have maintained a contractual relationship during the last 12 months, which are the subject of our customer relationship or business activity and which we could provide ourselves or through third parties.

(2) The Supplier undertakes to pay a contractual penalty to be determined by us for each case of culpable infringement of the customer protection agreement, the appropriateness of which shall be reviewed by the competent regional court in the event of a dispute. The defence of connected continuation is excluded. In the case of continuous infringements, each commenced week of the infringement shall be deemed to be a separate infringement. Any further claims for damages shall remain unaffected. Any contractual penalty paid shall be offset against any claims for damages.

§ 20 Workforce and Subcontractors of the Supplier

(1) The Supplier is obliged to comply with all legal requirements with regard to the employees and temporary workers deployed by him, in particular not to deploy any employees who are not in possession of a valid work permit and a valid social security card, as well as to comply with the legal obligations, for example with regard to social security contributions, from the Employee Posting Act (AentG) and from the Minimum Wage Act (MiLoG). He shall be liable for any infringement and shall indemnify us against all resulting (alleged) obligations towards third parties. This also includes the defence against unfounded claims.

(2) The Supplier may only use subcontractors to fulfil his obligations with our prior consent in text form. We must be informed of any intended subcontractors in good time before conclusion of the contract. Even in the event of our consent to the use of subcontractors, the Supplier shall remain fully responsible to us and shall be liable for any fault of the subcontractors as for his own fault.

(3) The Supplier undertakes to ensure that the subcontractors commissioned by him do not use temporary workers within the meaning of the AÜG (German Law regulating the Hiring out of Employees) or employees from third countries who are not in possession of a valid work permit and a valid social security card. Furthermore, he shall ensure that the subcontractors commissioned by him and, if applicable, the other subcontractors comply with the obligations arising from the Employee Posting Act and the Minimum Wage Act. The Supplier shall monitor this in an appropriate manner. The Supplier shall indemnify us against all claims of third parties asserted against us due to a violation of statutory provisions by a subcontractor or a hiring company, in particular the MiLoG or the AEntG. In the internal relationship with us, the Supplier shall bear the obligations pursuant to section 14 AEntG alone and in full.

§ 21 Final Provisions

(1) The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(2) The place of performance for all obligations arising from this contract is our registered office in Elmshorn.

(3) The place of jurisdiction for all disputes arising from this contractual relationship is Hamburg.

(4) Amendments to the contract, supplements and collateral agreements shall be made in writing. Insofar as compliance with the written form is required in these terms and conditions, transmission by fax or e-mail shall also suffice.

(5) Should one or more provisions of these terms and conditions of purchase be or become invalid or should the contract contain a loophole, the validity of the remaining provisions shall not be affected thereby. The invalid or incomplete provision shall be replaced by a provision that comes as close as possible to the economic sense and purpose of the desired provision.

Status: June 2024