

(As of: 11/12/2020)

1. SCOPE OF APPLICATION

- a. These Terms and Conditions of Purchase shall apply to all purchase contracts, work contracts and service contracts between SCHNELLECKE GROUP AG & Co. KG as well as companies affiliated with SCHNELLECKE GROUP AG & Co. KG within the meaning of Secs. 15 et seq. of the German Stock Corporation Act (AktG) as Principal and the Contractor (hereinafter referred to as "Contractor" or "Purchaser").
- b. The exclusive basis of our contractual declarations, in particular bids and acceptances, are these terms and conditions. The Contractor acknowledges the validity of the term and conditions upon conclusion of the contract, at the latest upon delivery/fulfilment of the order. Unless otherwise agreed in writing, our terms and conditions apply exclusively.
- c. Unless we have expressly agreed to their validity in writing, we do not recognise deviating General Terms and Conditions of the Contractor, even if we do not expressly object to them in individual cases. Our Terms and Conditions of Purchase shall also apply exclusively if we accept the delivery/fulfilment from the Contractor without special reservation, in the knowledge that the Contractor's terms and conditions conflict with or deviate from these Terms and Conditions.
- d. In the case of ongoing business relations, these Terms and Conditions of Purchase shall also apply to all future transactions with the Contractor, even if we do not refer to them again.
- e. Deviations from these terms and conditions as well as all contract amendments, supplements and ancillary agreements must be made in writing. Verbal ancillary agreements shall not have been made.

- d. Invoices must always be issued digitally and immediately after dispatch of the goods for each order separately, stating our order number, commission and article numbers, the delivery address as well as the symbol and date of letters referred to, and sent via e-mail as a PDF file (maximum one PDF as attachment) to invoice.de@schnellecke.com.
- VAT must be shown separately. If these details are missing, incorrect or incomplete, or if the invoice does not meet the requirements of the German Value Added Tax Act (UStG), the invoice does not meet the requirements of a proper and verifiable invoice and the invoice amount is not due for payment. The Contractor is responsible for all consequences arising from non-compliance with these obligations, unless it can prove that it is not responsible for the breach of duty. The Contractor must provide all evidence (e.g. certificates of origin) which are necessary for us to obtain customs exemptions or other privileges.
- e. Interest on maturity shall not be owed.
- f. If advance payments have been agreed, the Contractor must provide us with security for the advance payment upon request, by means of an unconditional and unlimited directly enforceable guarantee of a bank licensed for business operations and located in the Federal Republic of Germany. Deviating regulations may be agreed upon.

- d. The delivery must be accompanied by at least one and, at our request, also two delivery notes. In the case of deliveries from a third country (non-EU country), the Contractor must contact us in good time regarding customs and import clearance. We must receive all documents regarding customs and import clearance at the latest 3 working days before arrival of the goods. Any damages and additional costs resulting from delayed customs and import clearance shall be borne by the Contractor, unless it is not responsible for the delay.
- e. Excess delivery, reduced delivery or partial deliveries are only permitted with our express and written consent.
- f. The Contractor must immediately transfer ownership and industrial property rights of the products delivered to us. Upon delivery, the Contractor shall grant us a right of use free of charge, which corresponds to and enables the contractually stipulated use of the delivery item, unless mandatory statutory standards deviate therefrom.
- g. Ownership is transferred to us upon handover of the goods. The Contractor is not entitled to a reservation of title, unless expressly agreed otherwise.
- h. The transfer of risk occurs always only after unloading at the place of use, regardless of whether the Contractor transports itself, commissions third parties with the transport or whether, in exceptional cases, we take over the transport ourselves. If our employees assist the transport person or the Contractor during loading, which is not part of our contractual obligations, our employees shall act as vicarious agents of the transport person or the Contractor. Our liability for loading damage is thereby excluded.

2. OFFERS / ORDER / CONTRACT CONCLUSION AND ORDER CONFIRMATION

- a. The preparation of drafts, offers, tenders, the submission of samples, inter alia, shall be free of charge and non-binding for us. This shall also apply if a contract is not concluded. In case of doubt, our inquiries to the Contractor only represent requests to submit a contractual offer, unless the legally binding character is clearly recognisable, in particular if designated as "order".
- b. If the Contractor does not accept an order within two weeks, the bid contained in the order shall expire. A delayed acceptance is deemed to be a new bid by the Contractor, which we can accept within four weeks after receipt of the delayed acceptance by us.
- c. In its bid, the Contractor must adhere to the specifications of the inquiry or invitation to tender. If the declaration of acceptance or a letter of confirmation from the Contractor contains deviations or additional conditions to the inquiry, invitation to tender or order, the Contractor must clearly point this out. Such deviations require our written confirmation in order to be effective.
- d. Bids by the Contractor are generally binding, unless they are expressly designated as non-binding. The Contractor is bound to its bids for four weeks, unless another binding period has been expressly determined. If we can count on the acceptance of our bid, in particular if our order is placed in an ongoing business relationship, after preliminary negotiations that are ready for conclusion or on the basis of price lists of the Contractor, inter alia, the Contractor is obliged to expressly declare any rejection of our bid in writing within three working days. Otherwise, the Contractor's silence shall be deemed acceptance of the contract.
- e. Letters, order confirmations and delivery documents must state our order number, article and commission number, symbol and date of letters referred to.

4. CHANGES IN SERVICES

- a. Subsequent changes to the content or scope of services requested by us are to be accepted by the Contractor, provided these are reasonable and feasible for the Contractor. Insofar as this gives rise to additional costs or postponements of deadlines compared to the original order, the Contractor must inform us of these consequences in writing before commencing the relevant work.
- b. In this case, the amendment to the contract shall only become effective if we agree in writing to the increase of the remuneration or the change of deadlines, or if we insist in writing on the amendment to the contract in spite of corresponding advice from the Contractor.

7. CALL-OFF CONTRACTS

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

3. PRICES / INVOICES / PAYMENT

- a. Unless otherwise agreed, all prices quoted are according to "DDP" (Incoterms 2010), including the measure to deliver at the place of use and take out insurance, i.e. including customary packaging, including transport, transport insurance (if the conclusion of insurance has been agreed or is customary in the trade) including value added tax. If we have expressly agreed to bear the freight and/or packaging costs, these are to be disbursed by the Contractor and are shown separately in the invoices.
- b. Unless otherwise agreed, all prices are fixed prices without escalation clause in EURO. Subsequent price changes are excluded.
- c. Unless otherwise agreed, payments shall be made within 14 days after invoicing with a 2% discount or within 30 days after invoicing without a discount. The period begins with receipt of the contractual fulfilment and a proper and verifiable invoice. In the event of premature delivery, however, the period begins at the earliest on the agreed delivery date. A payment shall not affect the fulfilment of the Contractor's contractual obligations.

5. DELIVERY OBLIGATION / DEADLINES

- a. The Contractor shall bear the procurement risk for its services. The delivery times or dates stated in the order/order confirmation are binding.
- b. The proper receipt of the goods or the faultless provision of the service as well as the handover of the documentation at the place of delivery specified by us are decisive for compliance with the delivery deadline or the delivery period, within the meaning of item 6 a).
- c. If it becomes apparent that there will be a delay in delivery or performance, the Contractor must inform us immediately, stating the reasons and the expected duration of the delay. However, such information does not exclude the occurrence of default.
- d. If delivery is made earlier than agreed, we reserve the right to refuse acceptance or to return the goods at the expense of the Contractor. If no return shipment is made in the event of premature delivery, we shall store the goods until the agreed delivery date at the cost and risk of the Contractor.
- e. In the event of a delay on the part of the Contractor, we shall be entitled to demand a contractual penalty amounting to 0.2% of the value of the services with which the Contractor is in default, per week or part thereof, but no more than 5% of said value. We expressly reserve the right to further legal claims for damages, especially the right to prove higher damages. The liquidated damages will be offset against the statutory claim for damages in the event of higher damages.

8. ORDER EXECUTION / QUALITY

- a. The specified performance characteristics of the goods/services to be manufactured or delivered shall be observed by the Contractor. Upon acceptance of the order, the Contractor warrants its professional competence and the perfect quality of the goods delivered or services rendered by it. In particular, the Contractor shall guarantee that the service corresponds to the latest state of the art in science and technology and does not have any material defects and/or defects of title. The Contractor assures that the goods/services comply with all statutory and technical regulations (e.g. equipment and product safety laws).
- b. The Contractor is obliged to comply with all relevant quality standards, in particular DIN, VDE, VDI standards and generally recognised technical, safety-related and occupational health-related rules as well as regulations on occupational health and safety, accident prevention and emission protection and to observe all other laws, regulations, guidelines and notices issued by the legislature, competent supervisory authorities, umbrella organisations and technical monitoring associations. The protective devices required according to the accident prevention regulations must also be included in the delivery. Electrical systems, machines, devices, etc. must comply with VDE regulations, bear the VDE radio protection mark and the CE mark.

6. DELIVERY CONDITIONS

- a. 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 the headquarters of the commissioning SCHNELLECKE company. The Contractor is obliged to comply with the requirements which we include in the shipping document and, in particular, to state our order number on all documents.
- b. The goods must be properly and commercially packaged and labelled for their protection. At our request, the Contractor is obliged to accept or collect the packaging material free of charge. The Contractor is obliged to transport the goods to the place of delivery at its 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 accordance with standard commercial practice.
- c. If software has been specially developed for us, the Contractor shall undertake to hand over the program documents (including documentation), in particular the source code.

- c. In the case of production and/or processing orders, the Contractor shall be responsible for the defect-free production and the selection of the production/processing method. Said Contractor is responsible for the selection of materials and/or the process.
- d. If we provide parts or material or if we issue specifications with regard to material and/or production/processing procedures, the Contractor must inform us in writing without delay - if possible before commencement of the work - if it has any reservations about the intended type of execution (also with regard to securing against the risk of accidents), about the suitability or quality of the materials or components supplied by us or about the service of other contractors. In such cases, the Contractor may only execute the order if we expressly adhere to the specifications in writing despite the Contractor's written notification. In the event of a breach of the above obligations, the Contractor may not invoke the aforementioned circumstances. Furthermore, the Contractor must compensate us for all damages resulting from the breach of the aforementioned obligations, unless the Contractor is not responsible for the breach of duty.

- e. The Contractor is obliged to carry out appropriate quality inspections of its deliveries and services and to maintain a documented quality management system in accordance with the latest state of the art. The results of the quality inspection shall be documented in writing. We are entitled to demand inspection of the quality inspection records at any time. Furthermore, the Contractor is obliged to carry out material tests, trial runs and production of "zero series" to a reasonable extent.
- f. The Contractor may only use subcontractors to fulfil its obligations with our prior written consent. We may also withdraw our consent upon presentation of an objective reason. We must be informed in good time, before conclusion of the contract, regarding intended subcontractors. Even in the event of our consent to the commissioning of subcontractors, we shall remain solely responsible vis-à-vis the Contractor.
- g. The Contractor shall name a competent employee (contact person) who can provide us with the information required for the execution of the contract and who can either make or arrange for decisions to be made, and shall ensure that this employee is available at all times.
- h. 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 authorised by us.
- i. We are entitled at any time to request information on the status of the work and to check the transferred orders for their contractual execution. In particular, we have the right to monitor the execution of the service at the Contractor's premises at any time during production, to object to improper execution and to reject defective parts or execution even before delivery. We shall be granted access to the workplaces, workshops and storage rooms in which the objects of the services or parts thereof are manufactured or the materials intended for them are stored, within the hours of business or operation - in the company of an employee of the Contractor. Upon request, execution documents shall be submitted to us for inspection. To a reasonable extent, random samples, including samples of intermediate products, shall be made available to us.
- j. If the Contractor acts as a subcontractor, we shall also be entitled to grant our Principal corresponding rights of control and inspection at the Contractor's premises, without our rights of control and inspection becoming void thereby. However, there is no obligation on our part to monitor. The implementation of such control measures has no influence on the Contractor's obligations, especially on its warranty and liability. We shall treat all knowledge of manufacturing or business secrets acquired from this confidentially. The Contractor shall not be entitled to any claims for costs, reimbursement of expenses, compensation or other claims due to such request for information or control measures. We shall bear our own expenses for request for information or control measures if these are routine checks which are carried out without concrete indications of a breach of duty by the Contractor. If there were indications of a breach of duty or if defects were detected in previous inspections, the costs of the inspection/repeated inspection shall be borne by the Contractor.
- k. Together with the delivered goods, detailed accompanying documents in German, in particular drawings and documents of the Contractor, shall be supplied free of charge, if necessary, in digital or easily reproducible form. The accompanying documents must provide a comprehensive description of the delivered item's function. The Contractor is also obliged to provide us in good time with documents which enable the proper assembly, operation, monitoring, repairs, replacements and maintenance of the performance object and all information and documents which are necessary for obtaining the mandatory permits. We are entitled to use these drawings and documents for the production of spare parts as well as modifications of the performance object - also by commissioned third parties.
- l. In case dangerous goods are delivered, the relevant safety data sheets must be made available without request.
- m. The Contractor shall remain solely responsible for drawings, plans, calculations etc. which the Contractor uses within the scope of its services, even if we have approved their use.
- n. The Contractor is obliged to carefully inspect goods which said Contractor receives from third parties for freedom from defects in a manner appropriate to the respective goods. The Contractor will not use any suppliers who are not known as being fully reliable.
- o. The Contractor guarantees the availability of spare parts and replacement products for its deliveries and services for a period of at least 10 years after delivery.
9. **INCOMING INSPECTION / ACCEPTANCE**
- a. In the case of a contract of sale or a contract for work and materials, the delivered goods shall be inspected by us within a reasonable period for transport damage and/or quality deviations. The complaint is always deemed to be on time if it is sent at the latest 14 days after receipt of the goods in the case of obvious defects, and at the latest 14 days after their discovery in the case of hidden defects.
- b. The unconditional acceptance or issue of receipts of delivery/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 and is subject to subsequent quantity and quality control in accordance with the preceding paragraph.
- c. Payments do not constitute recognition of a proper and defect-free delivery or service.
10. **SERVICES**
- In addition to the listed conditions, the following shall apply to services:
- a. The Contractor shall render the specifically commissioned service with the diligence of a prudent businessman and in compliance with the current state of the art in science and technology.
- b. Insofar as the Contractor provides its own employees, it shall be responsible for ensuring that the services are only provided by such employees who have the necessary skills, experience and qualifications. Doubts about the corresponding qualification entitle the Purchaser to demand immediate replacement.
- c. The Purchaser shall provide the documents, data and information essential for the performance of the service. A written complaint shall be filed immediately in the event of insufficient cooperation.
- d. All work results in connection with the Contractor's activity for the Purchaser, including any studies, reports, plans, associated data and documents, shall become the property of the Purchaser.
- e. Insofar as a corresponding copyright protection exists for work results, the Contractor shall grant the Purchaser the exclusive and unlimited right of use and exploitation for all known and not yet known types of use and exploitation. The transfer of the right of use and exploitation includes also the permission to process and license to third parties. This right of use and exploitation also continues beyond the duration of the consultancy contract. The Contractor expressly waives any other rights to the work results to which it may be entitled as author or owner of property rights, in particular the right to name, process and make the work accessible.
- f. There is no claim to separate remuneration for the rights of use and exploitation granted. Instead, the rights of use and exploitation are fully paid for in the remuneration.
11. **SERVICES READY FOR ACCEPTANCE / SPARE PARTS**
- a. In the case of the provision of services that are ready for acceptance, all statutory regulations on contracts for work and services shall apply, which concern the acceptance regulated therein. This shall apply mutatis mutandis if acceptance has been agreed upon in individual contracts.
- b. Acceptance takes place after commissioning (readiness for production) or provision of services in our presence at the place of installation. After successful acceptance, a handover/acceptance record is drawn up in which the detected defects are recorded. This record shall be signed by the Contracting Parties. Any defects detected shall be remedied by us immediately and free of charge.
- c. In the case of machines / devices for which the Parties have waived acceptance, the period for notification of obvious defects is 3 weeks from commissioning or from discovery, in the case of hidden defects. The same applies if the acceptance cannot be carried out on schedule for reasons attributable to us.
- d. The machines / systems / devices will be handed over by a technician at the place of installation, who, after installation during commissioning, will give the appropriate instruction if this appears necessary or appropriate. No further costs are incurred by us as a result of this.
- e. The Contractor shall ensure the supply of spare parts suitable for the machine for at least 10 years. If the manufacture of spare parts is discontinued, the Contractor undertakes to hand over the design documents/drawings on request and for an appropriate fee. These documents shall be used exclusively for the manufacture of products for our own use. We undertake not to make these documents available to third parties.
12. **WARRANTY**
- a. The Contractor shall be liable for material defects and defects in title in accordance with the statutory provisions. Said Contractor guarantees the careful and proper performance of the contract, in particular compliance with the stipulated specifications and our other execution regulations in accordance with the latest state of the art in science and technology, as well as the quality and suitability of the delivery with regard to material, design 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 performance. This shall also apply if the defect remained unknown to us due to gross negligence at the time the contract was concluded.
- b. The Contractor shall bear all expenses incurred in connection with the detection and rectification of defects, in particular inspection and testing costs, dismantling and installation costs, packaging, transport, travel, labour, material, idle time and conversion costs. This shall also apply if the costs are incurred by us. The Contractor shall bear the costs, especially for the inspection, even if there was no defect, unless the notification of defects was made by gross negligence or malicious intent. The Contractor shall bear the risk and costs for any necessary return shipment. Just as for the delivered item, the Contractor shall provide a warranty for delivered replacement parts and rectification work.
- c. If the delivered item is defective, we are entitled to choose between elimination of the defect or delivery of a new defect-free item as subsequent performance. In the case of purchase contracts and contracts for work and service, we shall be entitled to remedy the defects ourselves, or have them remedied by third parties (so-called substitute performance), at the expense of the Contractor after the expiry of a reasonable period or, in urgent cases, even without setting a deadline. Further statutory rights shall remain unaffected.
- d. We shall also be entitled to withdraw from the contract and claim damages instead of the entire performance, even in the event of only insignificant deviation from the agreed quality or insignificant impairment of usability.
- e. The warranty period is 36 months, unless the law stipulates a longer limitation period. It begins with the delivery or acceptance of the entire agreed work or other service, even in the case of acceptance of partial services. The statute of limitations shall be suspended as long as the service provision is inspected due to a defect or the defect is remedied. The limitation period shall recommence when the defect has been remedied or the Contractor refuses to continue the remedy. In the event of a replacement delivery or the elimination of defects with regard to the repaired parts, the statutory limitation period for claims for defects shall start anew. For delivery parts that cannot remain in operation due to warranty defects, a current warranty period shall be extended by the time of the interruption of use.
- f. If claims are asserted against us by our customer due to a defective delivery, the Contractor shall immediately submit to us, at its own expense, all information and documents necessary or relevant for legal defence.
13. **THIRD PARTY RIGHTS / INDUSTRIAL PROPERTY RIGHTS**
- a. The Contractor warrants that no rights of third parties within the Federal Republic of Germany, countries in which the Contractor manufactures or has manufactured the delivered item or parts thereof and countries, in which, according to the Contractor's observation, we distribute the purchased products, are violated by or in connection with its delivery.
- b. If claims are asserted against us by a third party due to an infringement of an industrial property right within the meaning of Sec. 13 lit. a, the Contractor shall be obliged to indemnify us against these claims on first demand. In such a case, we shall also be entitled to obtain the necessary approval from the holder of the right at the expense of the Contractor if and to the extent that the Contractor does not procure this for us within a reasonable period of time set by us and the costs for this would not exceed the claims to be borne by the Contractor pursuant to sentence 1. The Contractor's obligation to indemnify shall also apply to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party and its defence.
- c. If, within the scope of the order or its preparation, know-how capable of being patented or registered as a utility model emerges to which we have contributed, the Contractor shall be obliged to act jointly with us as applicant for applications for property rights. The exploitation of know-how eligible for protection must be carried out in consideration of the interests of both parties.
- d. The Contractor may only refer to business relations in advertising material with our express consent.
14. **COMPENSATION AND WITHDRAWAL**
- The statutory provisions shall apply to our compensation claims and our rights of withdrawal.
15. **MANUFACTURER LIABILITY / INSURANCE**

- a. If claims are made against us on the basis of domestic or foreign product liability regulations, the Contractor shall be obliged to indemnify us on first demand against claims for compensation by third parties to the extent that the Contractor is responsible for the product defect causing the liability. The Contractor shall label delivered items in such a way that they are permanently recognisable as its products. The statutory regulations on the internal settlement between joint debtors shall remain unaffected.
- b. In this case, the Contractor must also reimburse all expenses, including the costs of any recall campaigns. Further legal claims shall remain unaffected.
- c. During the contract term, the Contractor undertakes to take out and maintain a business liability insurance policy and, at least until expiry of the warranty period for its deliveries, a product liability insurance policy which also covers the costs of a recall campaign - both from us and our customers. The insurance must have a reasonable coverage level. The Contractor is obliged to prove the existence of such insurance to us without being asked.
- 16. INSOLVENCY**
- a. We may withdraw from the contract in whole or in part or, in the case of continuing obligations, terminate them if the Contractor ceases to fulfil its contractual obligations or if insolvency proceedings or a comparable legal procedure has been applied for by the Contractor or permissibly by the Contractor or another creditor.
- b. We shall also be entitled to terminate or withdraw from the contract in the event that insolvency proceedings or comparable proceedings are filed against the Contractor's assets or the filing of such proceedings is rejected for lack of assets.
- c. The same shall apply in the event of the occurrence or imminent occurrence of a significant deterioration in the Contractor's financial situation, which jeopardizes the fulfilment of obligations to the Purchaser.
- 17. CONFIDENTIALITY OBLIGATIONS / RETURN OF DOCUMENTS**
- a. The mutual confidentiality obligations are determined by the rules of the respective project-specific order or the respective order. Unless otherwise stipulated in the respective contract, the Contractor is in any case obliged to keep confidential all illustrations, drawings, calculations and other recognisably confidential documents and information ("Information") and to use them only for the specified purpose. The information obtained will only be made available by the Contractor to those employees who are also obliged to maintain confidentiality and only to the extent necessary for the purpose of the delivery to us.
- b. In case the Contractor intends to subcontract a third party, this requires our prior written consent. After approval has been given, the Contractor must also obligate the third party to maintain confidentiality. In the event that the third party breaches the confidentiality obligation, the Contractor hereby assigns to us all resulting claims. We hereby accept this assignment.
- c. The obligation to maintain confidentiality shall also apply for an unlimited period of time beyond the time of processing the order, unless the Contractor proves that the information concerned: was already generally known at the time of disclosure through no fault of the Contractor or was lawfully obtained from a third party or was already known to the Contractor through no fault of ours and without a breach of confidentiality by a third party.
- d. Documents which the Contractor has received in the course of its activities must be returned to us immediately and without request after completion of the respective order. Information stored in electronic form must be destroyed in appropriate manner. The Contractor is not entitled to exercise a right of retention on documents which we have made available to said Contractor.
- 18. DATA PROTECTION**
- a. The Contractor undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), when performing the contractual services as the Responsible Officer or processor. Without prejudice to the further provisions in this Section 15, the Contractor is responsible for the lawful handling of the personal data that we make available to said Contractor for the provision of the contractual services. The Contractor is also responsible for compliance with formal data protection regulations (e.g. appointing a data protection officer, conducting a data protection impact assessment, keeping records of processing operations).
- b. The Contractor undertakes to process the personal data made available to it by us only in a lawful and transparent manner, in good faith and exclusively for the purpose of providing the services covered by the contract. Any further use of the data, especially for the Contractor's own purposes or for the purposes of third parties, is not permitted. Furthermore, the Contractor shall limit the processing in terms of content and time to the absolutely necessary extent and ensure the correctness of the data and their integrity and confidentiality.
- c. The Contractor undertakes to take technical and organisational measures to maintain the confidentiality, availability, integrity and authenticity of the personal data made available to it by us to the extent provided for by the relevant data protection regulations. This obligation also includes measures to ensure data protection through technology (privacy-by-design) and privacy-friendly default settings (privacy-by-default).
- d. The Contractor undertakes to use only employees for the provision of the contractual services who have been made familiar with the statutory provisions on data protection and the special data protection requirements of our orders and contracts through appropriate measures and, insofar as they are not already subject to appropriate statutory confidentiality obligations, have been comprehensively committed in writing to confidentiality (formerly data secrecy).
- e. If the processing of personal data is carried out as commissioned processing, the parties conclude a contract for commissioned processing in accordance with the legal provisions of Art. 28 GDPR.
- 19. ASSIGNMENT/OFFSETTING/RETENTION OF TITLE**
- a. For the assignment of claims as well as for the transfer of debt collection against the Purchaser, the Contractor requires prior written consent.
- b. We are entitled to transfer the contract with all rights and obligations to an affiliated company or to assign only individual rights from the contract to an affiliated company.
- c. The Contractor shall only be entitled to offset against undisputed or legally established claims.
- d. Any extended or expanded retention of title by the supplier is excluded.
- 20. CARE AND RETENTION OF TITLE FOR MATERIAL SUPPLIED**
- a. If material and/or workpieces provided to the Contractor are damaged, destroyed or lost, the Contractor shall be fully responsible for this and shall compensate us for any resulting damage.
- b. The Contractor is responsible for the proper storage, securing, insuring and use of provided materials and/or workpieces. Said Contractor is obliged to label our property and to store and administer it separately. Our property must be carefully stored, especially protected from external influences and access by third parties. The Contractor is obliged to insure the objects in our ownership at reinstatement value at its own expense against damage from fire, water and theft. The Contractor hereby assigns to us all possible claims for compensation against the insurer or third parties. We accept the assignment.
- c. We reserve ownership of all materials provided until complete delivery. Processing or restructuring by the Contractor is carried out for us as the manufacturer. If our reserved goods 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 reserved goods (purchase price plus VAT) to the other processed items at the time of processing. If the Contractor acquires sole ownership in accordance with statutory provisions, it hereby assigns to us co-ownership in proportion to the quota which results from the ratio of the invoice value for the reserved goods to the invoice value of the other main item.
- d. The Contractor must inform us immediately of any access to or interference with our property by third parties, in particular seizures, confiscations, damages, and provide us with all information and documents necessary for an intervention. The Contractor shall be liable for the costs incurred by the cancellation of access, in particular by filing a third-party objection, insofar as they cannot be obtained from the petitioning creditor.
- 21. COMPLIANCE / ENVIRONMENT / SOCIAL RESPONSIBILITY / MINIMUM WAGE / ENERGY EFFICIENCY / SUPPLIER CODE**
- a. The Contractor undertakes to acknowledge the Supplier Code of Conduct of Conduct SCHNELLECKE GROUP AG & Co. KG. For existing business relations, we presuppose the agreement to also recognise our Supplier Code of Conduct within the framework of a (follow-up) commissioning (procurement). The Contractor can only object to this by a written rejection. We would like to point out that in this case a procurement decision may be reviewed, and the supplier evaluation may be negatively influenced.
- b. The Supplier Code of Conduct can be viewed online at <https://www.schnellecke.com/en/company/supplier-management/lieferantenkodex-1>. At our request, the Contractor shall provide evidence confirming compliance with the framework conditions defined in the Supplier Code of Conduct.
- 22. FINAL PROVISIONS**
- a. The contractual relationship shall be governed by German law without giving effect to the principles of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- b. Exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Wolfsburg. However, we are also entitled, at our discretion, to sue the Contractor at its usual place of jurisdiction.
- c. Unless we have expressly agreed otherwise with the Contractor, the place of fulfilment for all deliveries to be made by the Contractor is the agreed place of use.
- d. No action by us other than an express written disclaimer shall constitute a waiver of any right or claim to which we are entitled. A performance default shall also not be deemed a waiver. A one-time waiver shall not be deemed a waiver on any other occasion.