



GENERAL TERMS AND CONDITIONS OF PURCHASING

1. APPLICATION OF TERMS AND CONDITIONS, DECLARATIONS BY THE CUSTOMER

- 1.1 The business relationships with our suppliers are exclusively based on these General Terms and Conditions (hereinafter referred to as *GTC*). We do not accept conditions conflicting with or deviating from these *GTC*, unless we have expressly agreed their validity in writing. Our Terms shall apply even if we unconditionally accept the customer's supply in full knowledge of conditions conflicting with or deviating from our *GTC*. In particular, silence on our part after order confirmations containing contrary provisions shall not be considered acceptance thereof. Conflicting confirmations from the buyer referring to the buyer's own General Terms and Conditions are herewith expressly excluded.
- 1.2 Our *GTC* shall apply in particular to contracts concerning the purchase from and/or delivery of goods and chattels to us, regardless of whether the supplier manufactures the goods themselves or buys them from other suppliers. The *GTC* shall be deemed as a framework agreement also for future contracts for the purchase and/or delivery of goods with the same supplier, even if we do not make renewed reference to their validity. In this respect, the *GTC* shall apply in their respective version; in each case, we will immediately inform the supplier about any changes.
- 1.3 Our *GTC* apply exclusively to companies in accordance with § 14 BGB (German Civil Code).
- 1.4 Should we enter into individual agreements with our customers (including any collateral agreements, supplemental agreements and/or amendments), these shall take precedence over the *GTC* herein. Any such agreements are to be recorded in a separate written contract and/or require our written confirmation, which shall then be conclusive in its content.
- 1.5 Statements or notifications of legal relevance which the supplier is required to submit to us after the forming of an agreement (e.g. concerning deadlines, reminders, notice of cancellations) shall be effective only when tendered in writing to our management.

2. OFFERS, ORDERS, CONFIRMATION OF ORDER

2.1 OFFERS

- 2.1.1 We shall not grant remuneration for the compilation of offers, cost estimates or similar items.
- 2.1.2 The supplier shall expressly point out any deviations from our inquiry in all offers, quotations, plans and similar items.
- 2.1.3 We shall be entitled to retain any documents provided by the supplier and to use them for internal purposes. After agreement with the supplier we are free to copy and use the documentation in individual cases also for further purposes.
- 2.1.4 From the very first proposal stage, the supplier is obliged to inform us of any increased risks which are related to the goods or which could possibly be related to them, such as discontinued products, model change, unsuitable operational capability, increased wear, increased costs for handling, maintenance and/or repair etc. If such notification is given to us after conclusion of the contract or if the relevant circumstances become known only after conclusion of the contract, we have the right to rescind the contract and we can, if necessary, invite a new offer on amended conditions.
- 2.1.5 With submittal of the quotation the supplier ensures that security of supply (new delivery, spare parts, etc.) for the products offered is guaranteed for a period of at least ten years. If the supplier is not able to ensure this at the time of submittal of the quotation or at a later date, they are obliged to expressly and clearly advise us of this fact.

2.2 ORDERS

- 2.2.1 The contract shall only be deemed to be concluded with our order being issued in writing by means of fax or email. The scope of our contract acceptance is exclusively based on this order. Conditions of the supplier deviating from our order, in particular changes of quality price and/or of dates without our written consent shall be deemed ineffective. Also an unconditional payment or acceptance of delivery does not constitute acceptance of such differing conditions, terms and prices. Orders placed verbally or any supplementary agreements are only valid with our written confirmation.
- 2.2.2 The supplier shall advise us of any obvious errors (e.g. typing or calculation errors), omissions or other inaccuracies contained in the order, including the order documents, for the purpose of correction or completion.

2.2.3 We shall be entitled to require changes to the delivery item in design, specification and quantities ordered from the supplier to any reasonable extent. The effects, in particular with regard to additional or reduced costs and the delivery dates, shall be appropriately and jointly agreed upon.

2.2.4 If in case of a request for change by ALLRECO (in accordance with the above item) a mutual agreement cannot be reached with regard to the impact of the change, ALLRECO shall be entitled to terminate the contract, even in case of purchase agreements and in particular concerning the supply of fungible goods.

2.3 BLANKET PURCHASE ORDERS

2.3.1 In the case of blanket contracts and/or multiple delivery contracts the quantities and materials to be delivered to us shall be notified by specific release orders.

2.3.2 With regard to delivery quantities not yet retrieved as per the aforementioned paragraphs 2.2.3 and 2.2.4 mutatis mutandis shall apply with a termination in accordance with item 2.2.4 only referring to the part not yet retrieved.

2.4 ACCEPTANCE OF CONTRACT/CONFIRMATIONS

2.4.1 If, in violation of section 2.2.1, the agreement has not yet come into existence on the basis of our order, the supplier is required to confirm our offers in writing within a period of one week or to unconditionally carry out the offers by dispatching the goods (acceptance) up to a net price of the goods ordered of up to € 500.00. A late acceptance will be considered as a new offer and is subject to acceptance by us.

2.4.2 The supplier's confirmation of order must include the following information:

- the order number/order confirmation number, the order item, the order date and the name of the purchaser
- the item number of ALLRECO /the article number of the manufacturer
- the binding unit price and the total
- the binding delivery date to the receiving address
- technical specifications

2.4.3 If any illustrations, drawings, calculations and/or other documents get exchanged during the course of the conclusion of the contract, confidentiality and rights of third parties in accordance with § 10 of these GTC shall apply with regard to the ownership of these.

2.5 EXPORT/FOREIGN TRADE

- 2.5.1 The supplier is obliged to inform us without solicitation, if the delivery item is subject to restrictions of foreign trade laws in the Federal Republic of Germany, the European Union or at the place of use of the delivery subject. If necessary, with the order confirmation and the binding assurance to hand over this confirmation they fully commit themselves to attain the declaration of no objection from the competent authorities with the delivery.
- 2.5.2 Where necessary, the supplier has to prove their statements concerning the origin of goods by means of an information sheet certified by their customs office. This statement must be sent to us no later than with the first delivery.
- 2.5.3 We shall be notified of the origin of delivery items or a change of origin shall be proactively notified to us immediately. The supplier is liable for any disadvantages incurred by us as a result of an incorrect or late delivery of the supplier's declaration and they shall completely indemnify us from any and all claims by third parties accordingly upon first request.

3. SCOPE OF SERVICES/ DELIVERY

- 3.1 Unless it expressly agreed otherwise in writing and/or to the contrary, the goods, materials and parts ordered by us have to be carried out by the supplier in accordance to ISO and DIN standards, to ALLRECO standards and drawings, etc., and in accordance with the latest state of the art, and in compliance with the applicable safety regulations and other statutory provisions applicable to their use as well as in accordance with the performance data and other properties contained in our order and/or our offer. Samples, models and descriptions provided by the supplier are only binding for the deliverables if they are expressly approved by us.
- 3.2 Moreover, an integral part of the delivery scope shall be the complete documentation and technical description of the goods, in particular all technical documents, records, descriptions, certificates, approvals, documenting reports, explanations, instructions, and test certificates, acceptance certificates etc., which are required subject to law, regulations, directives, especially machinery directives, or subject to other regulations and/or are specified in our order and/or our offer.
- 3.3 We strive to precisely define the product to be delivered in terms of quality, dimensions etc. in our orders. If, nevertheless, the supplier is left with any ambiguities, they must eliminate them by consulting us immediately. Additional expenses and costs incurred by the supplier due to unclear issues concerning the equipment, design, etc. which are/were not solved through enquiries by the suppliers, shall be borne by the supplier.

- 3.4 The supplier commits themselves, particularly in case of longer running supply contracts, to ensure that the items ordered remain state of the art. We are to be timely notified in writing of any intended technological or other changes and these have to be agreed upon with us in detail before implementation.
- 3.5 Upon request, the supplier will notify us of which published and unpublished proprietary and licensed patents and patent applications are part of the delivery item and/or are used by them.
- 3.6 The supplier expressly agrees that the products supplied by them, whether they be built in, combined or processed, can be distributed by us worldwide.
- 3.7 Where the supplier produces the subject matter of the contract by using tools, equipment, machinery or other manufacturing facilities (hereinafter collectively referred to as "tools") which are fully paid and developed and/or constructed and adapted by us and based on our knowledge and experience, the supplier commits themselves to use and put these into service exclusively for orders by ALLRECO. If no separate agreements have been made in writing, the property and unrestricted right to use these tools will immediately be transferred with the production of the tools or the application of the method to us. An alternative to handing over shall be that the supplier keeps these tools free of charge in safe custody for us. The aforementioned tools are to be provided with captive notes which clearly identify them as our property. The supplier is to keep the aforementioned tools carefully and free of charge for us and insures and maintains them adequately so that they are always ready for use. Upon termination, manufacturing difficulties by the supplier or lack of agreement between the supplier and us with respect to the price of the parts to be manufactured with the tools, we have the right to immediately demand the handing over of the tools. Any lien on the part of the supplier shall be excluded.
- 3.8 The provisions of the prior Clause 3.7 shall apply mutatis mutandis if the tools were only partially paid for and partially developed and/or constructed and adapted by us, based on our knowledge and experience. Depending on the extent of our involvement, we shall acquire co-ownership in accordance with the previous Clause 3.7. At any time we shall have the option to acquire the full ownership of the tools against payment of the proportionate present value (present value of the co-ownership share of the supplier). By exercising this option we shall be entitled to the full extent of rights pursuant to Clause 3.7.
- 3.9 We are not liable to accept and pay for partial, short and/or excess deliveries not being agreed upon. If we incur additional costs and/or expenses through such deliveries, the supplier shall be liable to compensate us. Clause 6.9 shall apply accordingly.

4. QUALITY/ DOCUMENTATION

- 4.1 The supplier shall check the quality of the goods delivered and, where required, to advise us of possible improvements. Where specific quality assurance measures have been agreed upon, such as quality assurance arrangements and/or quality demonstration records etc. these are to be observed by the supplier.
- 4.2 If the kind and scope of the examination, of the test equipment, the test methods and the test documents are not specifically agreed upon between the supplier and us, the tests are to be chosen in such a way that a sustainable quality assurance and/or quality improvement can be ensured which is comprehensive and supported by evidence.
- 4.3 We are entitled to request from the supplier the implementation of and adherence to a quality management and assurance system to the extent necessary.
- 4.4 With regard to the items specially identified in the technical documentation or by separate agreement, in particular the safety-related parts, assemblies, functional units and systems, the supplier shall (in addition) keep special records showing when, in what way and by whom the delivery items have been examined in relation to the characteristics required and what results the required quality tests have shown. The test documents are to be identified by means of clear characteristics (e.g. serial numbers), they are an integral part of the scope of supply, and are to be submitted to us if and when necessary. The contractor shall also commit their sub-supplier(s) to the same extent as stipulated herein and within the limits of the applicable law.
- 4.5 As exemplifying guidelines, we refer to the generally acknowledged rules & regulations of the ISO standards (Quality Control & Quality Assurance) and the respective provisions of the VDA quality guidelines for the implementation of documentation.
- 4.6 The supplier provides all deliveries and services in compliance with all relevant provisions and laws regarding to labour and environmental protection, in compliance with statutory and regulatory requirements and regulations by trade associations.
- 4.7 For deliveries to us, the supplier shall adopt (as an essential contractual obligation) compliance with all specifications and the performance of all measures resulting from the REACH Regulation (Regulation EC No. 1907/2006) in its respective state at the time of delivery, in particular the registration, approval, notification and transmission of any information necessary etc. If the supplier is located outside the European Union and is not the importer of the goods delivered themselves, they shall appoint (by mutual agreement) a natural or legal person being established within the European Community, who may as their sole representative fulfil the obligations of importers in accordance

with the REACH Regulation, in particular the registration, approval, notification and transmission of the information required etc.

- 4.8 If, as an exception, we expressly agree upon, that we are responsible to comply with the specifications of the REACH Regulations and that we are responsible for the performance of all measures pursuant to the REACH Regulations, it is the supplier's essential contractual duty to provide us with all information necessary for the notification, registration, licensing or for maintaining this license and for fulfilling the obligation to provide information in accordance with the REACH Regulations applicable at the time of delivery. In all other matters the supplier shall support us appropriately with these measures. In particular, the supplier shall provide us with sufficient information for the safe use and, if and when necessary, for the notification of the ECHA in such cases they supply products to us which contain a concentration of more than 0.1 percent by weight (w/w) one or several substances which meet the criteria of Article 57 of the REACH Regulation, and which were identified in accordance with Article 59(1) of the REACH Regulation .
- 4.9 A breach of conduct or information requirements under the REACH Regulation as referred to in Clause 4.7 and 4.8 entitles us to claim compensation and to withdraw from contract. In addition, at our first request the supplier shall indemnify us from all and any claims by third parties based on a breach of the above mentioned obligations when so caused by the supplier.
- 4.10 We are entitled to inform ourselves within the usual business or operating hours of the completion of the delivery and/or service as stipulated in the contract, including on the premises of the supplier. On our request, the documents required for inspection shall be submitted to us. These obligations of disclosure will not exist if such disclosure would lead to a violation of operational and/or trade secrets of the supplier or of third parties whom the supplier is obliged to maintain confidentiality to - here compliance is mandatory even towards us as a customer. In this case, the supplier will ensure that the contractual performance of the service is proved to us by other appropriate means.
- 4.11 If any authorities being responsible for safety, emission regulations etc. ask for insight into the production process and into test records of the supplier for verification of certain requirements towards us, the supplier agrees to grant them the same rights in their business and to give reasonable assistance in this process.

5. PRICES/ TERMS OF PAYMENT

- 5.1 Any price stated in the order is binding. Unless otherwise contractually agreed upon, prices are: Delivered Duty Paid (DDP) in accordance with Incoterms 2010 including packaging. The return of packaging requires separate agreement.
- 5.2 If, in exceptional cases our acceptance of freight costs was contractually agreed upon, the supplier has to adopt the mode of shipment specified by us, or the despatch mode lowest in cost for us. ALLRECO has contracted a transport insurance on its own for all its transports and is regarded as a customer that therefore waives insurance by third parties (SLVS waiver customer).
- 5.3 All invoices are strictly net. The statutory VAT is not included in the price.
- 5.4 We can only process invoices if they are submitted in duplicate, containing our order number, our item number and the delivery number because without these the invoices cannot be assigned; for any consequences arising due to non-compliance with this obligation the supplier shall be responsible, unless they can prove that they are not attributable for it.
- 5.5 Payments on our part shall be made after complete delivery of the defect-free goods, including delivery of the documentation agreed upon and/or required and delivery of the records, each within 14 days after receipt of a verifiable invoice less a 3% cash discount or within 60 days net.
- 5.6 For the purpose of calculation and payment of the deliveries, only the weight recorded and/or the delivery quantity stated at the goods inwards departments/place of unloading shall apply. Designs, drawings and samples are paid for only if this has been specifically agreed upon. In the case of defective deliveries we are entitled to withhold payment on a pro rata base until the contract has been duly performed.
- 5.7 The supplier is obliged to only offer us prices and conditions, which are not liable to a syndicate or which are in other ways the subject of agreements on price or conditions. Insofar as it is established as final and absolute and binding by a court or a cartel authority that the supplier was involved in price fixing or allocation of customers or that they have made an application under the Leniency Notice because of such agreements, the supplier is obliged to pay liquidated damages to us in the amount of 2% of the invoice amounts that we have paid for the products and periods affected by the agreements. The amount shall bear interest by 5% above the bank base rate applicable at the time of such damages. We are entitled to prove a higher level of damage if applicable. The supplier is entitled to prove that no or only minor damage has been caused, especially by passing on the damage to downstream market levels.
- 5.8 Payment periods for us shall begin from the day, when both the goods, complete and without defects including the relevant documentation and records, as well as a proper

invoice have been received by us. If the invoice does not contain the required information described in Clause 5.4 above, it cannot be assigned to the accounts and the payment period shall not commence.

- 5.9 We reserve the right to pay the invoices of the supplier with discountable bills of exchange; any applicable fees and charges shall be borne by us.
- 5.10 The assignment of claims against us is effective only with our written consent.
- 5.11 We shall have the right to set-off and retain payments to the extent permitted by law.

6. DELIVERY PERIODS

- 6.1 The delivery times stated in the order are binding.
- 6.2 The supplier is obliged to immediately notify us in writing if circumstances occur or become apparent to them, from which it follows that the agreed delivery time cannot be met. In this case they are to agree a new binding delivery date with us. The coordination of such a new delivery date does not prevent the period of default of payment commencing on the date originally agreed.
- 6.3 If the supplier fails to provide their service or does not provide them within the agreed delivery time or is in default, our rights shall be governed by the statutory provisions.
- 6.4 In cases of delayed delivery we are additionally entitled to demand liquidated compensation of our damages caused by default in the amount of 1% of the order contract sum for each completed week of delay, but not more than 5% of the order-contract amount of the goods delayed. We reserve the right to prove that a higher damage has occurred. The supplier is entitled to prove to us that in consequence of the delay no or a significantly lower damage was caused.
- 6.5 If the supplier exceeds the delivery date, we furthermore reserve the right to claim, without prejudice to the other statutory claims and to the rights in accordance with Clause 6.4, either delivery or compensation for late delivery or damages in lieu of performance and/or to withdraw from the contract. If the supplier is not responsible for the missed deadline, they can only invoke this to us if they immediately notify us of the reason for the missed deadline as soon as this comes to their attention.
- 6.6 If a firm deal has been expressly agreed upon for deliveries, we shall be entitled to immediately withdraw from the contract because of the supplier's failure to meet the agreed delivery date and shall be entitled to claim damages in the event of fault being

on the part of the supplier. A reminder and/or a deadline set by us is not required. The acceptance of late deliveries does not constitute a waiver of claims for compensation and further claims for damages. The supplier shall not be liable, if ALLRECO has not provided necessary materials on time or in sufficient quantities.

- 6.7 The supplier shall be deemed responsible for any delays caused by its sub-suppliers.
- 6.8 Early delivery may only be effected with our written consent and shall not affect the agreed payment date of the order.
- 6.9 We are entitled to return goods to the supplier which have been prematurely delivered without our consent and at the supplier's expense or we can store these goods at our own discretion at the expense of the supplier.

7. SHIPPING/ DESPATCH/ TRANSFER OF RISK

- 7.1 Delivery and shipping shall take place at the risk of the supplier in accordance with DDP Incoterms 2010 to our business address or to the place of delivery specified by us (place of fulfilment).
- 7.2 In cases of delivery of dangerous goods, the supplier shall be fully responsible for compliance with the relevant statutory provisions, such as labelling the necessary forms, packaging and using them, their proper completion, presenting and carrying them etc.
- 7.3 The shipping documents must include number and date of the order, the identification number, the quantity and/or amount and a brief description of the goods supplied. The supplier shall comply with the applicable provisions at the place of use of the delivery, in particular concerning accident prevention, environmental protection and safety of equipment etc.
- 7.4 Unless otherwise agreed upon, the goods to be supplied are to be packed as is customary in the trade, in a proper way and sufficiently labelled or at our request and in accordance with our instructions that they be furnished with original ALLRECO packaging. The supplier shall be liable for damage due to faulty packaging.
- 7.5 The risk of accidental loss and accidental deterioration of the goods shall only pass to us upon handover at the place of fulfilment. If acceptance is agreed, this shall govern the transfer of risk. If installation of the delivery item through the supplier has been agreed upon, the risk of accidental loss and accidental deterioration of the goods only passes to us upon the defect-free commissioning and acceptance in our factory and/or the

delivery address. Also in all other respects, the statutory provisions governing contracts for work and services shall apply to acceptance accordingly.

7.6 For the commencement of delay in acceptance the statutory provisions apply. The supplier has to expressly offer their performance to us, even if, because of any act or involvement on our part (e.g. us providing material(s)), an identified or identifiable calendar time is agreed upon. If we fall into default of acceptance, the supplier is entitled to claim reimbursement of additional expenses in accordance with the statutory provisions (§ 304 BGB/German Civil Code). If the contract concerns non-fungible goods which are to be produced by the supplier, the supplier shall only be entitled to more extensive rights if we committed ourselves to co-operate and are responsible for the failure of the co-operation.

8. BREACH OF DUTY DUE TO DEFECTS

- 8.1 We are obliged to examine the goods within a reasonable time frame for possible quality or quantity deviations in accordance with the conditions and principles of a due course of business, while taking into account the requirements of an incoming goods inspection at our premises and a proper and careful outgoing goods inspection and quality assurance review at the supplier's despatch.
- 8.2 Any complaint is deemed to be timely if it is received by the supplier within 5 working days from receipt of goods or in case of hidden defects from discovery of the defect.
- 8.3 In the event of defects we are entitled to claim the statutory compensation in full; we are entitled to demand at our sole discretion either correction of defect or delivery of a new item from the supplier. In such a case, the supplier is obliged to bear all costs required for the rectification or replacement delivery. We expressly reserve the right of compensation for damages, especially damages in lieu of performance.
- 8.4 After consulting the supplier, we are entitled to sort out defective parts ourselves and to either return them to the supplier or to dispose of them at the expense of the supplier.
- 8.5 If the supplier fails to comply with their obligation of supplementary performance within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves (*substitute performance*) and to demand reimbursement of any expenses necessary for such remedy or an appropriate advance payment from the supplier. A deadline for substitute performance is not required, if the supplementary performance by the supplier failed or is not acceptable to us e.g. if it is no longer possible to set a deadline for the supplier for his defective delivery due to the particular urgency of the delivery or

due to operational safety hazards or imminent occurrence of disproportionate damages. We will immediately inform the supplier of such circumstances, if possible in advance.

- 8.6 The period of limitation shall be 24 months after commissioning at an end customer, but not later than 36 months after delivery of the item. § 479 BGB (German Civil Code) shall remain unaffected.

9. PRODUCT LIABILITY, RELEASE, THIRD PARTY INSURANCE COVER

- 9.1 The supplier shall be responsible for product liability for their delivery in accordance with any legal obligations and the provisions given below.
- 9.2 In the event that the supplier is responsible for damage to a product, they are liable on first request to indemnify us from claims for damages by third parties insofar as the cause of the damage falls within their scope of control and area of organisation and they themselves are liable to any third parties.
- 9.3 As part of its liability for claims as referred to in Section 9.1 the supplier is also liable to reimburse any expenses in accordance with §§ 683, 670 BGB or §§ 830, 840, 426 BGB (German Civil Code) which arise out of or in connection with a recall action implemented by us. We will inform the supplier of the content and scope of the recall measures - as far as is possible and reasonable - and give them the opportunity to comment. Further statutory claims on our part against the supplier shall remain unaffected.
- 9.4 The supplier undertakes to maintain a product liability insurance with a minimum flat-rate indemnity limit of €5million for personal injury and for property until the respective expiry of the period of limitation for defects of the delivered goods. In the event that we are entitled to additional claims for damages, these shall remain unaffected and our claims shall not be limited to the amount of the cover.

10. PROPERTY RIGHTS/ CONFIDENTIALITY

- 10.1 The supplier is liable to observe strict confidentiality in respect of all confidential information which becomes known to them through the business relationship. *Confidential Information* shall include all written, oral or other information the supplier received from ALLRECO in connection with the business relationship e.g. concepts, documents, electronic data, copies, sketches, drawings (e.g. construction and manufacturing plans), descriptions, designs, samples, prototypes, summaries, experience, techniques and procedures, business plans, information on prices, customers and prospective clients, knowledge with regard to the development, production and sale of ALLRECO products and all other information of any kind in any

form. This includes oral statements and explanations from ALLRECO employees to the supplier.

- 10.2 The supplier agrees to use or reproduce such information only to further the business relationship existing between us and to pass on such information neither directly nor indirectly and agrees not to disclose it in any other way to third parties.
- 10.3 The obligation to maintain confidentiality shall remain also after termination of the business relationship in force and effect until the confidential information becomes publicly known.
- 10.4 The confidential information remains the exclusive property of ALLRECO.
- 10.5 The supplier warrants that any samples, brands, models, drawings, descriptions, documentation provided by them are free of rights by third parties, and that in connection with their delivery, no third party rights, including intellectual property rights, are infringed, unless they can prove that they were not responsible for any such breach of duty.
- 10.6 In cases of infringements of these rights pursuant to Clause 10.5 the supplier shall indemnify us upon first written request against any third-party claims.

11. APPLICABLE LAW

All legal relationships between us and customers shall be governed by and construed in accordance with German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, dated 11.04.1980 (CISG).

12. PLACE OF JURISDICTION, PLACE OF FULFILMENT

Unless explicitly specified otherwise in the contractual agreements with the supplier, the place of fulfilment for all deliveries shall be the locality of the premises from which the order was issued, unless a different place of destination is agreed upon in the order; then this place of destination shall be deemed the place of fulfilment. Place of fulfilment for payments shall be the place of the ordering company.

13. FINAL PROVISIONS

- 13.1 Should any individual provisions of these GTC be or become completely or partially invalid or unenforceable, the validity of the remaining clauses and the contract as such

shall remain unaffected. Any invalid or unenforceable clause shall be replaced with a valid provision that corresponds with the meaning and purpose of the invalid provision which is economically closest to it and that represents best the economic interest of both parties.

13.2 If any provision of these terms and conditions is ineffective in regard to mandatory foreign law, the supplier is liable to agree with us on request upon those contract amendments and to make such declarations to third parties or to authorities, through which the effectiveness of the affected provision and, if this is not possible, its economic content is ensured even in accordance with foreign law. If this foreign law is the national law of the supplier or the law at the place of business of the supplying establishment or if this ineffectiveness is known to the supplier for other reasons, the latter is obliged to inform us immediately about this.

13.3 The provisions of 13.1 and 13.2 shall also apply in the case of unintended contractual omissions.

14. DATA PROTECTION

In accordance with § 33 BDSG (Federal data Protection Act) we point out to the supplier that we store personal data about them and use and process this within the ALLRECO group during the execution of the contract.