

General Terms and Conditions for Purchase Seichter GmbH

Section 1 General

1. These Terms and Conditions of Purchase are an integral part of all purchases and orders of Seichter GmbH (hereinafter referred to as Seichter) as well as contracts for deliveries and services to Seichter, also in current and future business relations without express reference.
2. Other conditions of the Seller are only binding if agreed in writing. Any reference by the Seller to its terms and conditions, in particular upon acceptance of an order (order confirmation), is hereby expressly rejected. Verbal promises and agreements are only binding upon written confirmation by Seichter. The unconditional acceptance of deliveries or services or their payment does not represent Seichter's agreement to the Seller's conditions.
3. To the extent that legal regulations grant Seichter further rights than it is entitled to under these Terms and Conditions of Purchase, the legal regulations shall take precedence.
4. When INCOTERMS are used the version of 2020 applies.
5. Unless otherwise stated, the registered office of Seichter is at Esperantostraße 8, 30519 Hannover.

Section 2 Orders

1. Purchasing contracts for products of the Seller (contract goods, subject matter of the contract) are concluded with order (declaration of offer) by Seichter and order confirmation (declaration of acceptance) by the Seller.
2. Orders are only legally binding if they are placed by Seichter in writing and with an order number, unless the Parties agree otherwise in writing. Verbal orders are only binding if followed by a written order. Instead of the written form, Seichter can also choose the text form or the electronic form in the sense of the German Civil Code.
3. An order confirmation must be made in writing. The execution of the order before the expiry of the acceptance period is considered as order confirmation. If the order is placed at the Seller's prices and the Seller does not object to the order before the expiry of the acceptance period, the contract shall be deemed to have been accepted.
4. Seichter is bound to its order for one week (acceptance period). If Seichter declares the withdrawal of the order before the expiry of the acceptance period and the Seller has not confirmed the order before the expiry of the acceptance period, the order expires.

5. An order confirmation received late is considered as a new offer. Seichter already now objects to an order confirmation with a change of the price stated in the order, the terms of payment and the quality of the goods as well as the place and time of delivery.
6. Upon acceptance, the Seller confirms that the order has been checked for technical uncertainties, in particular if the Seller's nomenclature is used.
7. The Seller shall review the specifications set forth in the purchase order to determine whether they are reasonable and suitable for achieving the purpose of use stated by Seichter.
8. The Seller is obliged to obtain the necessary approvals for the delivery of the contractual goods in due time and at his own expense.
9. Technical documents and drawings, which are necessary for the proper execution of assembly, monitoring, repairs, replacement and maintenance, which comprehensively describe the function of the delivered item, as well as which are necessary for obtaining approvals or similar, are to be supplied in their entirety free of charge in German and English.
10. Seichter is entitled to withdraw from the contract without compensation of the Seller if the Seller is unable to fulfil the contract due to force majeure (Section 16).
11. A right of withdrawal of the Seller due to deterioration of assets of Seichter after conclusion of the contract is excluded.
12. The rights of withdrawal due to defects or incomplete delivery shall be determined in accordance with Section 14, also for current orders for products of the same type as the contractual goods.

Section 3 Prices

1. Prices stated in the order are fixed prices, irrespective of fluctuations of any kind. These include, but are not limited to, fluctuations in operating costs and material costs of the Seller, exchange rate fluctuations or inflation, costs of delivery such as packaging, taxes, customs duties. Quoted and confirmed prices cannot be subsequently adjusted or increased. Insofar as the Seller owes assembly services, the tools and aids required to perform the services required for this purpose shall also be included in the scope of delivery.
2. The prices include the services as specified in the following conditions for delivery (Section 5).
3. Unless otherwise stated and insofar as VAT is applicable, the prices are exclusive of VAT.

4. Seichter does not cover any costs for stocks not ordered and no longer used by the Seller, e.g. opened packaging units, excess stocks, stocking without follow-up order.
5. Adjustments of the conditions by the Seller must be notified to Seichter in writing at least three months before they come into force. Otherwise, they will not become effective. However, this provision does not constitute an acceptance of price increases by Seichter.
6. Discontinuation of products must be announced to Seichter in writing at least six months before the last date for a possible order (*last order date*).

Section 4 Delivery dates

1. Delivery periods or dates stated in the order are binding in the sense of a fixed trade purchase (*fixed dates*) in accordance with § 376 German Commercial Code (*HGB*); the date of the order shall apply for the calculation of the period. Early deliveries of the contractual goods require the consent of Seichter. In case of premature deliveries Seichter reserves the right to return the contractual goods at the risk and expense of the Seller. If Seichter does not return the goods despite premature delivery, Seichter will store the contractual goods until the agreed date at the risk and expense of the Seller.
2. The Seller is fully responsible for the procurement of the contractual goods and the necessary supplies and services, even without fault.
3. The correct time of delivery is defined by the date of receipt at the delivery address specified by Seichter. In the case of contractual goods subject to acceptance, the time of acceptance is decisive instead. Delays caused by Seichter remain out of consideration.
4. The goods are accepted at the times specified under Section 5.
5. In case the Seller is prevented from fulfilling his obligations due to unforeseen circumstances (*force majeure* within the meaning of Section 16), which could not be avoided despite reasonable care, the delivery period shall be extended by the duration of the hindrance.
6. In case the Seller recognizes the risk of non-compliance with delivery periods or delivery dates, he must inform Seichter of this immediately in writing, stating the reasons for the duration of the delay (*delay warning*).
7. After receipt of a delay warning and after unsuccessful expiry of a reasonable period of grace for the delivery date determined by the Seller, usually not longer than 14 working days, Seichter is entitled without further ado to withdraw from the contract. If the Seller does not specify a reasonable grace period or if Seichter itself would be in default of delivery to its customers due to the delay, Seichter is already entitled to the previously mentioned rights after the delay warning.

8. In case of delay due to force majeure Seichter is entitled to withdraw from the contract; further claims due to delay or non-performance are not entitled to Seichter.
9. In case of total or partial delay (*default*) for which the Seller is responsible, Seichter is entitled to a contractual penalty. The amount is 0.5 % of the delivery value per started week of delay, but in total not more than 10 % of the delivery value. Further legal claims remain unaffected. If Seichter claims compensation for the actual damage caused by the delay in addition to the contractual penalty, the forfeited contractual penalty will be credited. The Seller is free to prove that no or significantly less damage has been incurred.
10. In the event of justified refusal of acceptance or refusal of acceptance, the delivery period shall be deemed not to have been complied with.
11. Acceptance or refusal of acceptance of a delayed performance does not mean a waiver of claims of Seichter in general.

Section 5 Delivery and Transfer of Risk

1. Unless otherwise agreed, the contractual goods shall be delivered free domicile (INCOTERMS DDP) to the delivery address specified by Seichter, including transport costs, insurance, customs duties and levies. Delivery address and delivery times are for
 - Parcels:
30519 Hanover, Esperantostraße 8, Goods receiving office
Monday to Thursday from 7:00 a.m. to 4:00 p.m,
Friday until 1:00 p.m.
 - Bulky goods and trucks from 7.5 tons:
30519 Hanover, Hermesallee (Access via Messeparkplatz 10)
Monday to Thursday from 7:00 a.m. to 2:00 p.m,
Friday until 12 a.m. (noon)
2. If the Parties agree otherwise on INCOTERMS FCA and Seichter covers the shipping costs, the Seller will have the contractual goods transported by the most cost-effective means. Seichter is entitled to determine the carrier and the mode of transport. The Seller may take out transport insurance at the expense of Seichter only after explicit instruction by Seichter. Additional costs due to a shipping instruction not being complied with or due to an accelerated transport necessary to comply with a delivery date shall be borne by the Seller, unless Seichter is responsible for the impending delay.
3. Place of performance according to the INCOTERMS DDP clause is the delivery address indicated by Seichter, otherwise the agreed place of performance. If other INCOTERMS clauses are used, the place of performance shall be determined accordingly.
4. The delivery may only be handed over personally during the goods acceptance times (Section 4, Clause 4) at the goods acceptance point. The delivery documents must be

- handed over to Seichter at the goods receiving point. If the Seller fails to do so, Seichter is not liable for delays in handling.
5. The risk of accidental loss and accidental deterioration of the object of purchase passes from the Seller to Seichter upon delivery to the place of performance. If acceptance has been agreed, the risk shall only pass upon acceptance.
 6. On the day of dispatch of a consignment the Seller will send Seichter a dispatch note. This must contain the order data and the scope of the consignment, in particular in the case of partial deliveries the scope of the outstanding order.
 7. Each delivery must be accompanied by packing slips or delivery notes stating the contents and the required order codes in accordance with Section 2, Clause 2. The Seller indicates on all delivery documents, order confirmations or invoices Seichter's order number, article number and article designation as well as delivery quantity, delivery date and delivery address. Upon delivery, the individual contractual goods shall be marked separately and clearly with the corresponding part number, order or commission number and order number.
 8. A partial delivery, excess or short delivery may only be made on the express written instruction of Seichter.
 9. The Seller shall pack the contractual goods professionally at his own expense in accordance with their nature and the selected mode of transport. The Seller shall bear the costs of return transport and disposal of the packaging. The goods to be delivered shall be packaged in an environmentally friendly manner or, at Seichter's request, in another manner. The packaging shall ensure protection against damage, contamination and moisture during transport. Damage due to insufficient packaging shall be borne by the Seller even if Seichter has not made any separate specifications.

Section 6 **Acceptance** (*Annahme*)

1. Seichter is not obliged to accept contractual goods which do not comply with the contract. Seichter is also not in default of acceptance if it cannot accept or take delivery of contractual goods due to force majeure (Section 16).
2. Acceptance does not imply recognition of the contractual goods as being in the contractual condition.
3. Seichter reserves the right to subsequently approve partial deliveries, excess deliveries or short deliveries.

Section 7

Approval (*Abnahme*)

1. The contracting Parties may agree that the contractual goods require approval by Seichter upon delivery. In the event of contractually agreed or legally stipulated approval, the effect of performance shall only come into effect upon approval.
2. In case an approval has been agreed or determined, the Seller makes the contractual goods available for approval by Seichter. Seichter records the result of the approval test in full in a written approval report. Depending on the result of the approval test Seichter declares immediately after completion of the approval test
 - (a) in case of contractually fulfilled overall performance the overall approval;
 - (b) in the case of contractually agreed and contractually fulfilled partial performance, partial approval (partial approvals are only provisional and are subject to successful overall approval); or
 - (c) the rejection of the approval if substantial defects are found during the approval test.
3. In case Seichter does not detect any or no significant defects during the approval test (*successful approval test*), it shall issue a declaration of approval at the same time as the approval protocol. The approval declaration and the approval protocol shall be issued in duplicate and signed by Seichter. This shall also be done if the Seller is not represented at the approval. In case the Seller is represented at the approval inspection, he shall immediately receive one copy each of the approval declaration and the approval protocol. Otherwise, the Seller shall be sent one copy each. If the approval declaration and the approval protocol are sent, their receipt shall be confirmed by the Seller in writing without delay.
4. Approval shall not affect the Seller's obligation to remedy insignificant defects without delay.
5. The date of approval shall be the date of completion of the successful approval test.

Section 8

Invoices

1. The Seller issues separately verifiable and clear invoices for each order. The invoices must contain Seichter's order codes (order number, order date, order item, article number, material number, quantity and price). Invoices which do not contain this information will be returned by Seichter and do not constitute a due date.
2. Invoices of the Seller which deviate from the delivery or service are only deemed to have been received by Seichter from the time of correction into a proper invoice.
3. The Value Added Tax (VAT) is to be shown separately. The VAT identification numbers (VAT-ID-No.) of the Seller and of Seichter for the respective place of delivery are to be indicated.

Seichter reserves the right to reject invoices which do not comply with the legal requirements for input tax deduction.

4. The invoice can be sent in writing to the address of Seichter or by e-mail to the e-mail account (*rechnung@Seichter.com*). The invoice must not be attached to the delivery. The invoice must not be enclosed with the delivery.

Section 9 Payments

1. Seichter shall pay the invoices within 30 working days net or within 14 working days with a 3% discount. Seichter determines the method of payment. Unless otherwise agreed, Seichter is entitled to make payments in Euro (EUR).
2. The payment period is calculated from the working day following the receipt of a proper and auditable invoice (date of receipt of invoice) by Seichter, in case of later delivery from the date of delivery. Payment is deemed to be on time if Seichter has arranged the payment in due time.
3. In the event of a justified complaint about defective goods, Seichter may provisionally retain an appropriate part of the purchase price without loss of rebates, discounts and similar payment concessions.
4. Seichter's right of set-off remains unaffected.
5. Deliveries and services for which an approval has to take place are only due for payment after written approval by Seichter and insofar as covered by the scope of delivery or service, after handover of documentation and test certificates. § 632a German Civil Code (BGB) remains unaffected. Payment shall be made subject to invoice verification.
6. Agreed pre-payments, instalments and payments on account shall be requested by the Seller in writing in due time and shall be specially marked. Payments shall only be made against a directly enforceable, irrevocable and unlimited bank guarantee from a major bank licensed as a tax guarantor and a waiver by the guarantor of the defences of anticipatory action, contestability and set-off, with the exception of set-off against recognised or legally established claims.
7. Seichter is entitled to rights of set-off and retention as well as the plea of non-performance of the contract to the extent provided by law. Seichter is in particular entitled to withhold due payments as long as it still has claims against the Seller from incomplete or defective services.
8. Payments by Seichter do not imply recognition of the delivery or service as being in accordance with the contract.
9. Seichter does not owe interest on arrears according to § 353 German Commercial Code (HGB). The statutory provisions shall apply to default in payment.

Section 10 Transfer of Title

1. The transfer title of delivered contractual goods to Seichter takes place upon delivery. In the event that Seichter pays the purchase price before handover, ownership is transferred with payment of the purchase price. In this case, handover is replaced by intermediation of possession. The provisions on the transfer of risk remain unaffected. The Seller has to keep the contractual goods in the property of Seichter properly and carefully and to insure them.
2. A reservation of title by the Seller is only valid with the express written confirmation of Seichter.
3. Insofar as the value of securities of any kind exceeds the claim to be settled by Seichter by more than 20%, the Seller shall release the securities exceeding this amount at the request of Seichter.

Section 11 Execution of work

1. As a matter of principle, the Seller carries out its deliveries, work and services with its own personnel. The Seller ensures that the personnel is deployed and instructed in accordance with the statutory provisions in the performance of the services.
2. In the event that subcontractors are used, the Seller ensures that they are selected in such a way that they are suitable and reliable for the purpose. The Seller further ensures that subcontractors are engaged in accordance with the agreements with Seichter.
3. In case of a claim against Seichter due to an error of the Seller, the Seller indemnifies Seichter upon first request.
4. Persons who carry out work on Seichter's premises in fulfilment of the contract must observe the provisions of the company regulations/instructions. Liability for accidents which occur to these persons on the company premises is excluded, insofar as this was not caused by intentional or grossly negligent breach of duty by the legal representatives or vicarious agents of Seichter. This also applies to work carried out by Seichter's suppliers at Seichter's customers' premises (the customer's plant and country-specific regulations are decisive)
5. The Seller guarantees that the personnel employed by him are fully covered by social insurance and by the employers' liability insurance association and that they have the necessary residence and work permits. Upon request, the Seller provides Seichter with proof of sufficient liability insurance with the following minimum coverage amounts prior to the performance of the work:
 1. For personal injury EUR 10,000,000.00 per person and claim;
 2. For damage to property EUR 10,000,000.00 per claim.

6. The Seller complies with the general occupational safety regulations and the provisions of the Working Hours Act.
7. The Seller is obliged to pay all taxes and social security contributions arising from the provision of the services in full and in due time to the respective competent authority.
8. For orders from Seichter for services or work performance within Germany, the Seller is obliged to comply with the provisions of the Minimum Wage Act ("*Gesetz zur Regelung des allgemeinen Mindestlohns*", as amended). At Seichter's request, the Seller is obliged to provide evidence of the proper fulfilment of his obligation at any time by means of suitable documents. In the event of a breach of the obligations under the Minimum Wage Act by the Seller or a subcontractor, the Seller indemnifies Seichter against all claims in the event of a claim being made against it by a third party and is obliged to compensate Seichter for any additional damage incurred. For the deployment of employees under service and work contracts with Seichter in countries other than Germany, the Seller's obligations apply accordingly in accordance with the regulations there.
8. In the event that the Seller repeatedly and/or despite a corresponding notice behaves in a manner contrary to the law and does not prove that the violation of the law has been remedied as far as possible and that reasonable precautions have been taken to avoid violations of the law in the future, Seichter reserves the right to withdraw from existing contracts or to terminate them without notice.

Section 12 Provisions

1. Seichter may provide the Seller with items, in particular materials, substances, tools, moulds, parts, testing devices, containers and special packaging, auxiliary parts for product installation, auxiliary parts for processing or other aids.
2. Items provided by Seichter remain the property of Seichter and may only be used as intended. The Seller will keep and properly store them.
3. In case the items provided by Seichter are inseparably mixed with other items which do not belong to Seichter, Seichter acquires co-ownership of the new items in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. Should the mixing take place in such a way that the Seller's objects are to be regarded as the main object, the Seller transfers to Seichter the proportionate co-ownership. The Seller keeps the objects in which co-ownership or sole ownership has arisen in safe custody for Seichter.
4. The Seller is obliged to ensure the objects belonging to Seichter in sole ownership or co-ownership at replacement value at his own expense against water, fire and theft damage. At the same time, he already now assigns all claims for compensation from this insurance to Seichter, Seichter hereby accepts the assignment.

5. The Seller is obliged to carry out necessary maintenance and inspection work (e.g., DGUV-V3 electrical test) as well as repair and maintenance work on the tools/test equipment at his own expense and in good time. If malfunctions occur, these must be reported to Seichter immediately in writing. Should he culpably fail to make this notification, possible claims for damages remain unaffected.

Section 13

Quality Control / Quality Assurance / Product Modifications

1. The Seller delivers the contract goods in accordance with the agreed specifications or drawings.
2. The Seller informs Seichter if he identifies possibilities to improve or save costs of the contractual goods.
3. In case the Seller changes the contractual goods, he is obliged to inform Seichter of this. If a product change for the contractual goods results in a change of specification or drawing, this requires the approval of Seichter.
4. The Seller is obliged to supply contract goods which become part of Seichter's products as spare parts at reasonable market prices for at least 12 years after Seichter has ceased production of the product concerned. In case the Seller intends to discontinue the production of spare parts for products delivered to Seichter, he will inform Seichter immediately, but at least 12 months before the discontinuation of production.
5. The Seller is obliged to deliver the contractual goods in accordance with the requirements of an appropriately documented quality assurance system (e.g., DIN ISO 9000 ff.). He shall prepare records, in particular of his quality inspections, and make them available to Seichter on request. The Seller will inform Seichter immediately in writing of any significant changes to his quality management system.
6. The Seller is obliged to carry out a quality control during production and an outgoing goods inspection and has to check the quality of his contractual goods comprehensively before delivery.
7. The Seller has to carry out a quality assurance which is suitable in terms of type and scope and which corresponds to the latest state of the art and has to prove this to Seichter upon request. The Seller shall conclude a corresponding quality assurance agreement with Seichter if Seichter deems it necessary. The Seller shall draw up appropriate inspection and test reports relating to the production of the order and shall keep these documents for a period of 10 (ten) years after fulfilment of this order, unless Seichter specifies otherwise. Upon request, the Seller makes them available to Seichter.
8. Seichter is entitled to carry out quality inspections (audits) at the Seller's premises or to have them carried out. For this purpose, the Seller grants access to his premises to the extent necessary and after prior consultation.

9. The Seller notifies Seichter in good time prior to delivery of any changes in production processes, materials or supplier parts for contractual goods, relocations of production sites, as well as changes in processes or equipment for testing the contractual goods or other measures which may have an effect on the quality and/or safety of the contractual goods. Changes to the stipulated specifications may not be made without Seichter's consent. All changes to the contractual goods and product-relevant changes in the process chain are to be documented in a product life cycle. Changes to drawings, deviation permits, process changes, changes to testing methods and testing frequencies, changes to suppliers, vendor parts and operating materials are to be documented here, among other things. The documentation on the product life cycle has to be disclosed to Seichter upon request.

Section 14 Warranty, Liability for Defects

1. The specifications in the order are binding for the contractual quality of the contractual goods. The Seller warrants the quality specified in the order; features separately highlighted therein shall be deemed to be warranted. The contractual quality shall, insofar as it is not determined by the Parties, be determined in addition according to the standard of the state of science and technology. The respective contractual goods must fully comply with the relevant European regulations, their national implementation regulations as well as the corresponding technical standards, even if no conformity assessment should be necessary on the basis of these regulations.
2. Seichter shall inspect the contractual goods immediately upon receipt to determine whether they correspond to the ordered quantity and type and whether there is any externally recognisable transport damage or externally recognisable defects. Seichter is not obliged to carry out any further inspections.
3. Seichter can carry out random samples of the contractual goods, which are limited to identity (conformity with the goods listed in the order), completeness and externally recognisable damage. The random sample comprises an appropriate number per delivery or, in the case of successive deliveries, a random inspection of an appropriate number of successive deliveries.
4. Seichter may also have the contractual goods inspected by third parties.
5. A notice of defects is deemed to be in time if Seichter declares it within 14 days. The period begins with delivery or, if the defects can only be detected during processing or commissioning or if they are hidden defects, with their detection by Seichter. The Seller is obliged to declare within five working days which measures he will take for subsequent performance or whether he will not acknowledge the defect.
6. Seichter has the right to choose between rectification of defects (subsequent improvement) and delivery of new contractual goods (subsequent delivery) in any case. In case rectification is required, the rectification is deemed to have failed after the first unsuccessful attempt at rectification.

7. In case a defect is not remedied within a reasonable period of time, Seichter may, at its discretion, reduce the purchase price, withdraw from the contract or, in the case of defects for which the Seller is responsible, claim damages. The same applies if the Seller does not confirm in due time that he will carry out the supplementary performance.
8. Seichter is entitled to withdraw from the contract and to claim damages instead of (the entire) performance also in case of insignificant deviation from the agreed quality or in case of insignificant impairment of usability.
9. In the event of defects or incomplete delivery, Seichter is also entitled to a right of withdrawal for contracts not yet fulfilled for the delivery of similar contractual goods.
10. In all other respects, unless otherwise agreed, the statutory provisions on material defects and/or defects of title shall apply.
11. Contractual goods, to which Seichter has already acquired ownership, remain the property of Seichter until they are replaced, in spite of a complaint about a defect.
12. The Seller bears the costs and risk of the return of defective contractual goods and of the subsequent delivery.
13. The limitation period for claims of Seichter due to defects in the deliveries (*services*), irrespective of the legal grounds, is 36 months from the date of complete delivery or from the date of commissioning / use of the end product. This period shall also apply if the claims are not related to a defect. The limitation period shall begin anew with respect to the defect leading to subsequent performance upon completion of the subsequent performance measure. Longer statutory limitation periods shall remain unaffected, as shall further provisions on the suspension and recommencement of periods.
14. The Seller will inform Seichter without delay when in the contractual goods already delivered one of the following cases occur: deviations from the specifications, as well as possible quality problems or problems due to changes which affect or possibly may affect the reliability or product properties or defects in additional components (including documentation) which are included in the scope of delivery of the contractual goods.
15. Seichter may determine further measures at its discretion, e.g., immediate rectification of defects in the contractual goods at the customer or end customer concerned. Recall actions, which Seichter or the end customer consider necessary after conscientious examination, are determined exclusively by Seichter or the end customer in terms of content and scope. The costs incurred are to be borne by the Seller and paid to Seichter as an advance on first demand.
16. If a defect in the contractual goods is only discovered after further processing or further delivery of the goods supplied by the Seller, the Seller shall be obliged to bear all necessary costs associated with the replacement or repair of the defective goods, in particular for inspections, transport, milling, work, installation and removal and material. The risk for the return transport shall be borne by the Seller.

17. For claims for damages, Section 15 applies in all other respects.

Section 15 Liability

1. Liability is determined according to the statutory provisions, unless deviating regulations are agreed.
2. In case claims are made against Seichter by end customers or third parties for defects or faults in the end product which are based on a defect or fault in the contractual goods, the Seller indemnifies Seichter against the claim. Insofar as a liability of the Seller presupposes his fault, this is presumed if the defect or fault can be attributed to the contractual goods. The claim for exemption also includes the advance payment for the necessary costs of legal action.
3. The Seller indemnifies Seichter against all claims asserted by a customer of Seichter on the basis of advertising statements made by the Seller, the manufacturer within the meaning of § 4 para. 1 or 2 German Product Liability Act (*ProdHaftG*) or an assistant of one of the aforementioned and which would not exist or would not exist in this amount without the advertising statement. This provision applies irrespective of whether the advertising statement is made before or after the inclusion of these Terms and Conditions of Purchase.
4. Prior to a recall action which is wholly or partly the result of a defect or fault in the contractual goods delivered by the Seller, Seichter shall inform the Seller, give him the opportunity to cooperate and exchange views with him on an efficient implementation, unless the information or participation of the Seller is not possible due to particular urgency. Insofar as a recall action is the result of a defect or fault in the contractual goods delivered by the Seller, the Seller bears the costs of the recall action.
5. In order to secure its obligations arising from the delivery relationship, the Seller shall take out a business liability and product liability insurance policy including a recall risk in an adequate amount with a sum insured of at least EUR 10 (ten) million per personal injury / property damage and maintain it at its own expense on a continuous basis and for at least 6 years beyond the delivery. Upon request, the Seller provides Seichter with written proof of the conclusion and existence of such insurance. Further claims for damages remain unaffected by this.

Section 16 Force Majeure

1. If one of the Parties is unable to properly fulfil its contractual obligations due to force majeure, the other Party shall not be entitled to any compensation for damages, irrespective of the legal grounds.

2. Force majeure shall be defined in particular:
 - Natural disasters, natural events, nuclear disasters, epidemics, pandemics, infectious diseases;
 - war, civil unrest, acts of terrorism;
 - Seizure or other measures of public authority through no fault of the respective Party, failure to obtain official delivery permits through no fault of the respective Party;
 - strikes, lock-outs and other industrial disputes of any kind;
 - general shortage of raw materials, consumables and supplies, where alternative sourcing is not possible at reasonable additional cost;
 - failures which cannot be prevented by reasonable measures due to machine damage, machine breakdown, and other operational breakdowns for which the Party is not responsible; or
 - restrictions of the energy supply, general restrictions of the transport system.
3. In the event of impediments to performance due to force majeure, the delivery and payment dates shall be extended by the duration of the delay. The rights and obligations of the Parties for impediments to delivery due to force majeure shall otherwise be determined in accordance with Section 4.

Section 17

Business Secrets, Confidential Information

1. The Seller is obliged to treat as confidential and to protect the secrecy of all business secrets and confidential information of Seichter transmitted or made accessible to him in physical or digital form, in particular all information about contractual goods, production methods, customers and other information related to business or operations, even if these do not comply with the requirements of the German Business Secrets Act (*Geschäftsgeheimnisgesetz*).
2. The Seller also includes his employees in this confidentiality obligation. The Seller is obliged to take the necessary measures to ensure confidentiality in order to prevent and prevent the unauthorised disclosure of business secrets and confidential information by its employees or other persons.
3. Confidential documents made available to the Seller remain the property of Seichter and are to be treated as strictly confidential. They may not be reproduced, published or made accessible to third parties in any other way without the written consent of Seichter. The Seller is bound to use the information only for the purpose of fulfilling the contractual performance obligations. He may not use the information for any other purpose.
4. In case the Seller becomes aware that confidential information or business secrets have been disclosed by third parties or that third parties have otherwise breached their duty to treat the information confidentially, the Seller will inform Seichter immediately.
5. The Seller is obliged, at Seichter's request and at any time during the contractual relationship, to immediately hand over to Seichter all documents and objects containing or relating to Seichter's confidential information or business secrets. This also applies to

- copies made by the Seller or other documents in his property. The Seller shall delete copies on its own data carriers or systems and provide Seichter with evidence of the deletion.
6. For each case of infringement, the Seller is subject to a contractual penalty promise in favour of Seichter in the amount of EUR 50,000.00 (fifty thousand euros) in each individual case. Irrespective of this, Seichter may demand compensation from the Seller for any demonstrably higher damage incurred. The contractual penalty promise also extends to the Seller's employees and third parties commissioned by the Seller.
 7. The Seller shall not exploit or imitate (in particular by means of "*reverse engineering*") the confidential information in any way other than for the intended purpose or have it exploited or imitated by third parties and, in particular, shall not apply for industrial property rights to the confidential information, in particular trademarks, designs, patents or utility models.
 8. The obligation to maintain confidentiality shall not expire even after termination of the contractual relationship and shall continue to apply for a period of 10 (ten) years after termination of the business relationship (*last delivery*). The obligation to maintain secrecy shall also apply to information provided in the course of initiating a contract. If the contract is not concluded, the confidentiality period shall begin at the time of the start of the contract initiation.
 9. The Seller may only refer to business connections with Seichter with the prior written consent of Seichter.
 10. Further agreement on confidentiality will be regulated in a separate confidentiality agreement if required. This takes precedence over the confidentiality provision in this Section 17.

Section 18

Model Protection, Intellectual Property Rights

1. The Seller may not himself use or supply to third parties products which are manufactured according to confidential information or documents of Seichter or with tools provided by Seichter. The Seller may not participate directly or indirectly in the reproduction of these products or the distribution of reproduced products.
2. Seichter remains the owner of the documents relating to its products and the owner of its industrial property rights and know-how. The Seller will not register any industrial property rights based on the information and will not attack any industrial property rights of Seichter.
3. For each case of infringement, the Seller submits to a contractual penalty in favour of Seichter in the amount of EUR 50,000.00 (in words: fifty thousand euros) in each individual case. Irrespective of this, Seichter may demand compensation from the Seller for any demonstrably higher damage incurred. The contractual penalty promise also extends to the Seller's employees and third parties commissioned by the Seller.

Section 19 Industrial Property Rights of Third Parties

1. The Seller guarantees that the contractual goods are free from third party industrial property rights which exclude or restrict the intended use by Seichter and/or its customers.
2. The Seller informs Seichter immediately of all infringements and impairments of industrial property rights of which he becomes aware.
3. In case the use of the contractual goods or parts thereof is impaired or prohibited by asserted infringements of industrial property rights or if an impairment or prohibition is threatened by this, the Seller compensates Seichter for all damages and all costs arising from this in an unlimited amount and is entitled and obliged, at his choice and at his own expense within a reasonable period of time, to either
 - to modify or replace the contractual goods or the part affected thereby in such a way that the industrial property rights of third parties are not infringed, but that these modified or replaced contractual goods nevertheless comply with the contractual provisions, or
 - to procure for Seichter the right to use the contractual goods without restriction and without additional costs for Seichter.
4. In case the Seller does not comply with this obligation within a reasonable period of time despite being requested to do so, Seichter is entitled, among other things, to procure permission for the contractual use of the contractual goods concerned from the rights holder at the Seller's expense. Seichter shall involve the Seller as far as possible in the contract negotiations with the rights holder and take into account the justified interests of the Seller.
5. The Seller assumes the sole and unlimited liability towards those who claim an infringement of property rights by the contractual goods. The Seller indemnifies Seichter and its customers against all claims arising from infringements of an intellectual or industrial property right. The indemnification relates to all expenses necessarily incurred by Seichter from or in connection with the claim by a third party. In the event of indemnification, Seichter agrees to provide the Seller with reasonable assistance in defending against such claims upon request, whereby the costs for this assistance shall be covered by the Seller.
6. Further rights of Seichter remain unaffected, in particular the right to replacement and claims for damages.
7. Claims for infringement of third party property rights shall become statute-barred within five (5) years after delivery to Seichter or, insofar as approval has been agreed, within five (5) years after successful approval; in case of doubt with the later of the two dates mentioned.

Section 20 Data Protection, Data Usage

1. Seichter processes personal data only in accordance with the statutory provisions and the data protection statement available on the Seichter website (*www.seichter.com* under *Data Privacy*).
2. The Seller observes the statutory data protection regulations with regard to personal data and, in particular, take the necessary technical and organisational protective measures, e.g., against unauthorised access or unauthorised disclosure.
3. The Seller agrees that Seichter may digitally store the data required within the scope of the business relationship, including personal data, of the Seller and of the contracts concluded with him, and that Seichter may use such data solely for its own purposes within its company. Further agreements on data protection will be regulated in separate agreements if required.
4. Seichter is exclusively entitled to use its company and customer data, the Seller may only use it for the fulfilment of the contractual purposes.

Section 21 Provisions on Export Control and Foreign Trade Data

1. The Seller complies with all requirements of the applicable national and international customs and foreign trade law (hereinafter referred to as "foreign trade law"). The Seller informs Seichter in writing at the latest two weeks after the order as well as in case of changes immediately of all information and data which Seichter requires for compliance with the foreign trade law in case of export, import and re-export, in particular:
 - (1) all applicable export list numbers including the ECCN (Export Control Classification Number) according to the US-American foreign trade law EAR (Export Administration Regulations) or the USML (US Munitions List Number) in case the ITAR regulations (International Traffic in Arms Regulations) are applicable;
 - (2) the commodity code number according to the current commodity classification of foreign trade statistics and the HS (Harmonised System) code; and
 - (3) country of origin declarations (non-preferential origin) and, if required by Seichter, supplier declarations on preferential origin (for European suppliers) or certificates on preference (for non-European countries).
 - (4) Notification number/SCIP reference number and all required information according to the SCIP database of the European Chemicals Agency (ECHA) for articles containing substances of very high concern (SVHC) (REACH Regulation).
2. The Seller is liable for all damages that arise for Seichter due to improper or delayed declarations.

Section 22 Compliance

1. The Seller is obliged to comply with the applicable legal provisions and general standards (e.g., human rights, working conditions, social standards, etc.).
2. The Seller is obliged to comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and to work on reducing adverse effects on people and the environment in its activities. To this end, the Seller sets up and further develop a management system in accordance with ISO 14001 within the scope of its possibilities. Furthermore, the Seller observes the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, environmental responsibility and the prevention of corruption. Further information on the UN Global Compact Initiative is available at www.unglobalcompact.org.
3. The Seller shall comply with the current principles of Seichter's Sustainability Policy. The current version of the sustainability policy is attached in the appendix; future versions will be made available by Seichter on its website (www.seichter.com).
4. The Seller is obliged to impose this obligation on its suppliers as well.

Section 23 Retention, Set-off, Assignment, Waiver

1. The Seller shall not be entitled to a right of lien or retention on the contractual goods. The same applies to all other documents or objects handed over to the Seller by Seichter or made accessible to him or entrusted to him.
2. The Seller can only offset counterclaims insofar as these have been recognised by Seichter or have been legally established.
3. A transfer of the contract as a whole, the transfer of individual obligations as well as the assignment of individual rights, which result for the Seller from this contractual relationship and the contracts entered into under it, require the prior written consent of Seichter. The assignment of monetary claims is excluded.
4. The non-exercise of rights by Seichter does not constitute a waiver.

Section 24 Miscellaneous

1. The conclusion of contracts and any amendments and additions thereto must be in writing.
2. A written contract fully reflects all agreements of the contracting Parties. Verbal collateral agreements do not exist.

3. A contract will be issued up in two copies, in the form of an order and an order confirmation in one copy each.
4. Headings in contracts are for guidance only and not for the final determination of the text below.

Section 25 Place of Performance and Jurisdiction

1. Place of performance for the Seller's services is the place specified in the contract, otherwise the registered office of Seichter. The place of performance for Seichter's services is Seichter's registered office.
2. In case the Seller is a merchant in the sense of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, the place of jurisdiction is agreed to be the registered office of Seichter. Seichter is also entitled to choose the general place of jurisdiction of the Seller.

Section 26 Foreign Business

For foreign transactions, the following additional conditions apply to this contractual relationship and the contracts entered into under it:

1. All transactions, including cheque and bill of exchange transactions, shall be governed by German civil and commercial law, including the UN Convention on Contracts for the International Sale of Goods, to the exclusion of the rules of reference of private international law (*IPR*).
2. In case a contract is issued in several languages, the German version shall be authoritative. If the German language is not used, the English version shall be authoritative.
3. For the purposes of the contract, the Gregorian calendar is to be used.
4. For contractual purposes, the local time at the registered office of Seichter applies, taking into account summer time (*CEST*) and winter time (*CET*).
5. Customs duties, fees, levies and any taxes arising from the performance of the purchase contracts and deliveries are borne by the Seller, unless the delivery conditions of the agreed INCOTERMS clause provide otherwise. Taxes levied by Seichter's country of domicile shall be borne by Seichter.
6. Seichter is not liable for the compatibility of the contractual goods with national regulations in the Seller's country or for their compliance with these regulations during delivery or in any other context.

Section 27
Validating Clauses

1. Should present or future provisions of the contracts be entirely or partly invalid or unenforceable or later lose their validity or enforceability, the validity of the remaining contractual provisions shall not be disturbed. The same applies if this contract should have gaps.
2. In place of the invalid or ineffective provision or to fill a gap, that fitting rule will apply that the Parties would have used had they considered the point when concluding the contract. This also applies when the invalidity of a provision rests on a denominated measure of performance or time (period of time or due date); in such cases that legally permissible measure of performance or time (period of time or due date) that comes closest to that intended shall replace that in the contract.
3. Should the validity of a provision in the above-described sense be attainable only by way of agreement under adhesion to particular requirements of form, the Parties are obligated to do the required acts and give the required declarations.