

All orders and purchases shall be based exclusively on these Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract unless we confirm these terms and conditions in writing. If we accept the goods without raising any explicit objections, this shall not, under any circumstances, be taken to mean that we have accepted deviating terms and conditions of the contractual partner.

For organisational reasons, we must request that only the prepared order confirmation be used.

1. Contractual Terms and Conditions

- a With regard to the contractual terms and conditions, only the wording of our order and, in addition, these General Terms and Conditions of Purchase shall apply. Where the wording of the order refers to public national or international standards, then the current valid version of these standards shall apply.
- b Verbal agreements reached with our procurement employees shall only be binding once we have confirmed them in writing.

2. Orders

- a If four orders are not acknowledged by the supplier in writing or by fax or by e-mail within one week of receipt, including a binding confirmation of the delivery period, then we are entitled to revoke them.
- b We are entitled to demand that alterations be made to the delivery item even after the contract has been concluded, provided that the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, in particular with regard to extra and reduced costs, as well as the delivery deadlines.

3. Delivery Period and Deadlines

- a Agreed dates and deadlines shall be binding. The receipt of the goods at the agreed place of receipt shall be the prerequisite for adherence to these deadlines.
- b Early delivery and partial deliveries shall require our consent.
- c The supplier shall be obliged to notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery date, stating the reasons and the likely duration of the delay.

4. Packaging, Transportation and Insurance

- a The goods are to be protected against damage using suitable packaging that has been approved by us, and using due and proper transportation.
- b We shall take out our own transport insurance. We shall not pay the costs associated with freight forwarders' insurance; we are exempted from mandatory freight forwarders' insurance (SLVS-Verzichtskunde).
- c The risk shall be transferred at the place of receipt specified by us.

5. Provisions to be Adhered to

- a In connection with its performance, the supplier shall adhere to all of the relevant statutory provisions and regulations, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable customs regulations and shall adhere to the generally accepted safety regulations and requirements set out by the party placing the order.
- b The supplier warrants that its deliveries adhere to the provisions set out in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). In particular, the supplier warrants that the substances contained within products delivered have been registered, insofar as this is required under the provisions of the REACH Regulation, and that we have been provided with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Article 32 of the REACH Regulation. Insofar as the supplier delivers products within the meaning of Article 3 of the REACH Regulation, it also warrants, in particular, that it adheres to its obligation to pass on sufficient information pursuant to Article 33 of the REACH Regulation.
- c The supplier warrants that it adheres to Directive 94/62/EC on packaging and packaging waste, in particular adherence to the 100 ppm cumulative limit value for lead, cadmium, mercury and hexavalent chromium in packaging or packaging components.
- d Hazardous goods pursuant to the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) (ADR, RID) are to be delivered free of charge as a general rule.
- e The INCOTERMS ® 2010 shall apply to all commercial clauses.
- f In cases involving metal purchases, only "DDP" shall apply as the delivery terms. The product destination, transportation method and means of transportation shall be specified by our metal procurement department for each delivery.

6. Quality and Warranty

- a In respect of its deliveries and services, the supplier shall adhere to the recognised technical rules, the statutory safety-related and environmental provisions and the agreed technical data. The valid version of the standards shall be applied. The supplier must conduct a thorough final check to ensure adherence to the specified product characteristics. Any changes to the delivery item shall require our prior written approval.
- b Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, in particular, that they are correct, complete and suitable. We are entitled to inspect the goods, insofar and as soon as this is feasible within the framework of ordinary business activities; we shall report any defects we identify as soon as we discover them. In this respect, the supplier shall waive the right to object to the delayed notification of defects. Section 377 of the German Commercial Code (HGB) shall not apply.
- c The limitation period for our claims based on defects shall start when the goods are delivered/the service is accepted and amounts to two years for claims resulting from, or in connection with, the delivery of goods. If the goods are used for a building structure in accordance with their usual purpose, the period shall amount to five years. In all other respects, the statutory deadlines shall apply. The warranty period for spare parts that are specially marked/named as such in individual agreements shall be two years from the time of installation, but shall end, at the earliest, when the warranty period for the goods/services ordered expires.
- d We can demand either the rectification of the defect or the delivery of an item that is free of defects. In the case of subsequent performance, the period of limitation for replaced and repaired parts shall begin anew. The expenses incurred for the purposes of subsequent performance shall also include the expenses incurred by our customers.
- e If the supplier fails to start rectifying the defect as soon as we ask it to, then we shall have the right, particularly in urgent cases, to defend against acute risks or to prevent more considerable damage, to rectify the defect ourselves, or arrange for a third party to do so, at the supplier's expense.

7. Product Liability

- a If the supplier is responsible for product damage, then it is obliged to indemnify us against third-party claims for damages on first demand.
- b Within this framework, the supplier is also obliged to reimburse us for all expenses incurred by us due to, or in connection with, a recall.
- c The supplier shall take out appropriate insurance cover for all risks associated with product liability, including the recall risk, and shall provide us with a copy of the insurance policy on request.
- d The supplier shall perform quality assurance measures that are suitable based on the nature and scope of the products, in line with state-of-the-art technical standards, and shall provide us with evidence of these quality assurance measures on request.

8. Property Rights

- a The supplier shall guarantee that the delivery or use of the delivered goods shall not breach third-party rights, in particular industrial property rights.
- b The supplier shall indemnify the party placing the order and its customers from all claims resulting from the use of such property rights.

9. Payment

- a In the absence of any agreements to the contrary, payments shall be made within 14 days subject to a 3% discount or in net within 45 days. In each case they are calculated from the time of receipt of an invoice that adheres to the applicable statutory provisions, but not before receipt of the goods/acceptance of the services and, insofar as documentation, test certificates (e.g. factory certification) or similar documents forming part of the scope of delivery, and provided to us in line with the contract. We shall only be deemed to have defaulted on payment if the supplier has previously issued us with an explicit written reminder after the due date.
- b In cases involving incorrect deliveries, we are entitled to withhold payment as appropriate – maintaining our right to apply the discount – until the time of due and proper performance.
- c Receivables may only be assigned with our written consent.

10. Force majeure

- a Force majeure, industrial disputes, unrest, official measures and other unavoidable events shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its impact. The Parties undertake, to the extent that can be reasonably expected of them, to provide each other the necessary information without delay and to adjust their obligations to reflect the change in circumstances in good faith.
- b In cases involving metal purchases, the supplier may not invoke force majeure.

11. Tool Costs, Production Equipment and Data

- a The tools and facilities required for the manufacture of the goods ordered and for their maintenance and replacement shall be at the supplier's expense as a general rule. We have the right to acquire and use such tools, dies or models (where appropriate taking into account wear-and-tear and depreciation) in return for payment of the cost price.
- b Models, matrices, templates, samples, tools and other production equipment paid or made available to the supplier by us, as well as any other data, shall remain/become our property and may only be used for deliveries and services for third parties with our prior written consent. The supplier must store any production equipment belonging to us carefully and free of charge and must return it to us without delay and without any right of retention any time we request such return.

12. Ownership and Provision

- a We recognise provisions set out in the supplier's terms and conditions of delivery regarding the latter's reservation of title. We consent to assignments resulting from an extended reservation of title from the outset subject to the proviso that we reserve all rights against the assignee that we would have against the supplier in the absence of the assignment.
- b Goods provided by us remain our property. They may only be used for their intended purpose. The supplier must perform a corresponding receipt inspection to ensure the due and proper nature of the goods provided and inform us of the outcome of this inspection. In cases involving the processing of our goods by the supplier, we shall be considered the manufacturer without this giving rise to any obligations for us, and we shall acquire ownership of the newly produced goods. If the goods are processed together with other materials, we shall acquire co-ownership based on the ratio of the invoice value of our goods to the invoice value of the other materials. If our goods are combined or mixed with goods of the supplier and the supplier's goods are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the ratio of the invoice value of our goods to the invoice value – or, if there is no such invoice value, the market value – of the main goods. In such cases, the supplier shall be deemed the custodian.

13. Subcontracts

For subcontracts by us, the following also applies:

- a The supplier shall inspect the subcontracted goods without delay on receipt to check for any transportation damage, evident material defects, incorrect deliveries and incorrect quantities and shall inform us of any complaints without delay.
- b The supplier is only entitled to process subcontracted goods that are free of defects. It must act appropriately within this context to ensure that the intended purpose of the subcontracted goods is not impaired or jeopardised as a result of the processing. The supplier shall be liable within the statutory scope.

14. Compliance

- a The supplier undertakes to adhere to the relevant statutory provisions on dealing with employees, environmental protection and occupational health and safety and shall endeavour to reduce any adverse impact of its activities on people and the environment. The supplier shall also adhere to the principles that govern our activities as set out in our corporate guidelines. These relate primarily to the protection of international human rights, the prohibition of forced and child labour, the elimination of discrimination in connection with recruitment and employment, responsibility for health, safety and the environment and the prevention of corruption.
- b If the supplier has its registered office or production site in the territory of the Federal Republic of Germany, it guarantees that it shall adhere to the applicable employment law regulations, as well as the statutory requirements on the minimum wage as set out in the German Minimum Wage Act (MiLoG). The same shall apply to any subcontractors that are used. The supplier undertakes to indemnify us against liability for the minimum wage insofar as the claim is based on a breach of obligations incumbent upon it or the subcontractors it has commissioned under the German Minimum Wage Act. This shall also include any associated costs, in particular in connection with legal defence.

15. Place Of Performance and Place Of Jurisdiction

- a The place of performance for all obligations under the agreement shall be the place of receipt specified by us.
- b If the supplier is a merchant who has been entered in the German commercial register (Vollkaufmann), then the place of jurisdiction shall be Ulm.

16. Statutory Provisions, Applicable Law

In the absence of any provisions to the contrary above, the contract and its performance shall be subject exclusively to the statutory provisions of the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.

1. Terms and Conditions of Contract, Applicable Law

- a Our deliveries and services shall be based on our written order confirmation and these General Terms and Conditions of Delivery. Any terms and conditions that are contrary to, or deviate from, these Terms and Conditions of Delivery shall only have binding effect for us if we explicitly acknowledge them in writing. The acceptance of the goods delivered shall be deemed tantamount to the acknowledgement of our terms and conditions.
- b All legal relationships with us are subject to the law of the Federal Republic of Germany; the application of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded.

2. Price, Payment, Security

- a Our quotes are subject to confirmation. All taxes and/or other levies incurred in the recipient country in connection with our deliveries and services shall be borne by the party placing the order in the absence of any agreements to the contrary. If our processing costs change significantly, we are entitled to make an appropriate price adjustment. Fixed metal prices cannot be subsequently altered.
- b Our contractual performance is subject to the proviso that there are no obstacles standing in the way of performance based on national or international foreign trade provisions, embargoes and/or other sanctions.
- c Unless agreed otherwise, the purchase price shall be payable 30 days after the invoice date. We are entitled to send invoices in electronic form as well. Within this context, the Parties shall be deemed to have consented to the dispatch of electronic invoices if they actually follow this procedure, meaning that they tacitly approve it. Payment periods shall begin on the invoice date; the day on which payment is received shall be deemed decisive when it comes to determining adherence to all deadlines. The party placing the order shall bear all costs and expenses. We shall only accept bills of exchange subject to a prior agreement and as conditional payment. We are entitled to determine which receivables incoming payments shall be offset against. Bills of exchange and cheques shall be credited subject to their being cleared.
- d From the due date onwards, we are entitled to charge default interest at a rate that is 9% above the base interest rate published in the federal gazette (Bundesanzeiger).
- e Any offsetting and retention by the party placing the order shall only be permitted if the counter-claim has been established with res judicata effect or is uncontested.
- f If the performance of the contract is jeopardised by an inability to pay on the part of the party placing the order, which shall also be the case if the credit limit of a commercial credit insurance policy is cancelled, then we shall be entitled to refuse to render the services and we shall also be entitled to revoke any periods for payment that we have granted and demand advance payment as security. We shall also be entitled to withdraw from the contract. If the party placing the order defaults on payment, then we shall be entitled to take the goods back and enter the premises of the party placing the order for this purpose. We are also entitled to prohibit the selling on, further processing and removal of the delivered goods.

3. Metal Contracts

- a If a party placing an order with us orders metal at the current valid metal price for the purposes of subsequent processing by us ("Metal Contract"), then the contract shall be deemed to have been concluded when we issue our contractual confirmation, confirming the nature, quantity, price and due date of the fixed price.
- b The party placing the order shall be obliged, within the disposition period set out in the contractual confirmation, to place an order with us for the desired product, for delivery within the accepted period, containing the product specifications (product, quantity, delivery period). The price shall consist of the metal price set in the Metal Contract and the processing price that is valid at the time the order is placed.
- c Once the accepted period has ended, we shall be entitled to levy a surcharge on the quantity that has not been purchased corresponding to 1% per month or part thereof. Once the accepted period has ended, we shall be entitled, at any time, to invoice the party placing the order for the quantities that have not been purchased. This invoice, including any interest accrued, shall be due for payment immediately. The quantity of metal paid for shall be credited to the existing metal account, or the metal account that is still to be opened (reworking account), on a one-for-one basis.
- If processing via a metal account is not possible, in particular in cases involving certain foreign markets or tubes for domestic applications, or if this procedure is not in keeping with our legitimate interests, then we shall be entitled, once the acceptance period has come to an end, to send the party placing the order a reminder letter asking the latter to execute the order within seven days. If the party placing the order lets this period expire to no avail as well, then we shall have the right to cancel the fixed prices and to invoice the party placing the order for the difference between the fixed price set out in the contractual confirmation and the metal price corresponding to the LME market price on the day on which the order is cancelled, and for any interest accrued and costs incurred.
- d In the event that we have to furnish security vis-à-vis the broker with regard to the Metal Contract, then we shall be entitled to request this security from the party placing the order in the same amount and at the same time.
- e If, during the term of a Metal Contract, insolvency proceedings or similar proceedings are opened in connection with the assets of the party placing the order, and if the insolvency administrator decides against the further performance of the contract, then all of our claims for payment relating to metal that has not yet been delivered and/or transferred shall fall due with retrospective effect from the time at which the insolvency proceedings were opened.

4. Metal Cover

- a The party placing the order must arrange the metal cover no later than 6 weeks before the confirmed delivery date in a suitable form (concluded metal agreements, full-price business, metal account) and in the amount of the planned delivery quantity. Otherwise, we shall be entitled to fix the corresponding metal prices ourselves for, and at the expense of, the party placing the order and to invoice the party placing the order for these prices at the time of delivery.
- b When it comes to determining the weight of the metal made available on a reworking basis, then only our measurements shall be decisive. In the event of deviations from the information supplied by the party placing the order, we shall provide corresponding documents to prove the weighing results.
- c We reserve the right to offset any overdue claims against the party placing the order against the latter's credit from the metal delivered at the market price that applies at that time.
- d With regard to the metal supplied by the party placing the order, the latter shall guarantee a moisture content that is in line with the relevant DIN (German industry standard)/EN (European standard) norms. If the metal contains more moisture, then a corresponding weight deduction shall be made.

5. Risk, Delivery, Commercial Clauses, Public Standards

- a Each risk shall be transferred to the party placing the order at the latest when the goods leave the factory from which the delivery is made, or are ready for collection or dispatch.
- b The party placing the order shall not be entitled to reject partial deliveries. When goods are delivered, we shall determine the forwarding agent, the carrier and the dispatch method.
- c The INCOTERMS® 2010 shall apply to all commercial clauses.
- d The party placing the order is obliged, in cases involving the intra-Community supply of goods and self-collection (using the party's own HGV or a forwarding agent commissioned by it), to provide us with a confirmation of arrival that has been duly completed. If this confirmation is not provided (on time), then we shall be entitled to invoice the party placing the order/invoice recipient for German value added tax and the party placing the order/invoice recipient shall be obliged to pay this to us.
- e Where the wording of the order refers to public national or international standards, then the current valid version of these standards shall apply.

6. Time of Delivery, Obstacles to Delivery, Delay in Delivery

- a Delivery periods and deadlines shall always refer only to the approximate time of delivery ex works or warehouse.
- b Our delivery obligation shall be subject to timely and correct delivery to us, in particular in cases involving subcontracting, unless we are responsible for the untimely or delayed delivery or lack of delivery.
- c If delivery is delayed due to force majeure, then an appropriate extension of the delivery period may be granted. This provision shall apply insofar as the delay or obstacle to delivery arises before the agreed delivery deadline or at a time at which the contractual partner in question is in default. The term "force majeure" shall include an interruption of operations, loss of production, procurement difficulties, industrial disputes and other circumstances that make delivery by us considerably more difficult.
- d In all cases, we shall only be in default if, after the due date and a written reminder issued by the party placing the order, we fail to perform within a suitable grace period for reasons for which we are responsible. This is also subject to the proviso that the party placing the order is not in default itself on an obligation under the business relationship.
- e If the delay on our part is due to ordinary negligence, then our liability for damages shall be excluded, except in cases involving damage to life, limb and health. As an alternative, in cases involving ordinary negligence, we shall limit our liability in connection with delays to the damage that is typically foreseeable.

7. Reservation of Title

- a The goods shall remain our property until the definitive settlement of all current and future claims in connection with the business relationship with the party placing the order.

- b In cases involving the processing of our goods by the party placing the order, we shall be considered the manufacturer without this giving rise to any obligations for us, and we shall acquire ownership of the newly produced goods. If the goods are processed together with other materials, we shall acquire co-ownership based on the ratio of the invoice value of our goods to the invoice value of the other materials. If our goods are combined or mixed with goods of the buyer and the buyer's goods are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the ratio of the invoice value of our goods to the invoice value - or, if there is no such invoice value, the market value - of the main goods. In such cases, the party placing the order shall be deemed the custodian.
- c The party placing the order shall already assign to us, as security, all claims in connection with the sale of goods to which we have ownership rights to the extent that is commensurate with our ownership share of the sold goods.
- d The party placing the order is entitled to use the goods that are our property in the normal course of business and to collect the assigned claims as long as it meets its obligations under the business relationship with us - in particular the terms and conditions of payment - in a timely manner and there would appear to be no risk to our reservation of title rights. Otherwise, we shall be entitled, even without exercising our right of withdrawal and without setting a grace period, to demand the provisional surrender of the goods that belong to us at the expense of the party placing the order. The party placing the order must grant us access to our goods for the purposes of stock-taking and taking possession at our request. We are also entitled to revoke the right to collect claims.
- e At our request, the party placing the order must provide us with all of the necessary information on the inventory of goods that belong to us and the claims assigned to us as set out above, and must inform its customers of the assignment.
- f If the value of the security furnished exceeds our claims by more than 20%, then we shall release security, as we see fit, at the request of the party placing the order.

8. Weight, Quantity, Dimensions, Condition, Materials, Deviations

- a The party placing the order must furnish evidence of any deviations relating to the weight, quantity or specifications of the goods delivered from the information supplied by us in the delivery note and invoice.
- b Depending on the type of product, deviations from the agreed weights or quantities amounting to up to 10% either way shall be tolerated. The tolerance levels set out in the current valid DIN (German industry standard) version shall apply to the prescribed values. Otherwise, the deviations that are permitted in standard commercial practice shall apply. References to standards, material data sheets, works test certificates, etc. are no guarantee of the characteristics of the goods.

9. Warranty

- a The goods must be inspected without delay pursuant to section 377 of the German Commercial Code (HGB). Any material defects, incorrect deliveries and incorrect quantities, insofar as these can be identified by way of inspections that the party can be reasonably expected to conduct, must be reported in writing without delay, but within 2 weeks of receipt of the goods at the latest. If a defect that was not identified during the first inspection is discovered at a later date, then it must be reported in writing without delay, but within 2 weeks of its discovery at the latest, and any processing measures must be suspended without delay.
- b If the party placing the order fails to report defects on time, then our goods shall be deemed to have been accepted in spite of the defect. The same shall apply if the party placing the order refuses to allow us to assess the defect properly as soon as we have requested the right to do so. If the party placing the order processes the goods, then we are entitled to assume that the goods are suitable for the purpose the party placing the order intended.
- c In cases involving material defects and defects of title that are not merely insignificant, then we shall have the following rights over and above the statutory provisions: We are entitled to take improvement measures twice. If the nature of the goods or the defect or other circumstances show that the improvement measures still cannot be deemed to have failed after two rounds of improvement measures and the party placing the order can be reasonably expected to accept this, then we shall be entitled to take more improvement measures. If the improvement measures fail, then the party placing the order shall be entitled to reduce the price or withdraw from the contract as it sees fit.
- d If we, ourselves, are not the manufacturer of the product/sub-product or we did not process the product ourselves, then we shall only be liable for damages if we can be accused of being at fault ourselves.
- e In cases involving defective partial deliveries, the party placing the order cannot derive any rights regarding the other partial deliveries.

10. Technical Advice, Guarantee

- a We provide technical advice to the best of our knowledge and ability. This advice is, however, non-binding and does not release the party placing the order from its obligation to conduct its own tests and trials. The party placing the order shall be responsible for adhering to statutory and official provisions in connection with the use of our goods.
- b Information on the scope of delivery, dimensions, weights, materials, appearance and performance serves to describe the delivered goods and is no guarantee of the characteristics or durability of the goods. In order to be legally valid, guarantees must be issued explicitly and in writing. If, at the time of the transfer of risk, the goods do not have one of the characteristics guaranteed in this manner, then the rights of the party placing the order shall be based solely on the statutory provisions.

11. General Limitation of Liability

- a If our obligation to pay damages is based on an only ordinarily negligent breach of material contractual obligations, then we shall limit our liability for damages, or the liability of our legal representatives or vicarious agents, to the foreseeable damage that is typical given the nature of the contract, except in cases involving damage to life, limb or health.
- b If our obligation to pay damages is based on an only ordinarily negligent breach of non-material secondary obligations, then we shall exclude our liability, or the liability of our legal representatives or vicarious agents, except in cases involving damage to life, limb or health.
- c In all other cases involving liability for damages due to a negligent breach of duty, irrespective of the legal grounds, our liability shall be limited to the damage that is foreseeable for us and is typical given the nature of the contract.
- d Alternatively, we shall exclude our liability for damages, the liability of our legal representatives or vicarious agents, insofar as we are responsible for an ordinary negligent breach of a contractual obligation which does not, based on its nature and consequences, jeopardise the purpose of the contract, except in cases involving damage to life, limb or health.
- e The above mentioned provisions shall not apply to claims under the German Product Liability Act (Produkthaftungsgesetz).
- f If claims for damages are asserted against us under section 823 of the German Civil Code (BGB) based on producer's liability (Produzentenhaftung), then we shall limit our liability, over and above the provisions set out above, to the indemnity to be paid by our liability insurer. The limit of indemnity has been taken out in an amount that is the typical amount for the damage, contract and materials. If the insurer does not provide indemnity at all or in full, then our liability shall remain unaffected, limited to the amount of the sum insured. If the limit of indemnity has not been taken out in an amount that is the typical amount for the damage, contract and materials, then we shall limit our liability in such cases to the typical amount for the damage, contract and/or materials.
- g The party placing the order is obliged, as soon as a defect is identified, to endeavour to ensure that any further damage is prevented at all costs. When a defect is reported, the party placing the order must specify the amount of the damage that it expects to incur. The party placing the order shall inform us in writing as soon as any circumstances arise that could impact the amount of the damage. If the party placing the order fails to provide us with this notification, we shall not be obliged to reimburse any financial loss that exceeds this amount.

12. Limitation

All warranty claims and claims for damages - irrespective of the legal grounds - shall become statute-barred 12 months after the time of delivery or performance, or - if a longer warranty period has been agreed - after this period expires, insofar as the law does not set out longer mandatory periods pursuant to sections 438 (1) no. 2, 479 (1) and 634a (1) BGB.

13. Third-Party Proprietary Rights, Rights to Tools, Confidentiality

- a If deliveries based on drawings or other information provided by the party placing the order breach third-party proprietary rights, then the party placing the order shall indemnify us against all claims.
- b The full or partial remuneration for tool costs shall not result in the party placing the order acquiring any rights to the tools themselves.
- c All information set out in our documents, e.g. drawings, samples, calculations, must not be made available to third parties unless the case in question relates to use in accordance with the intended purpose or we have issued our explicit written consent in advance.

14. Place Of Performance, Place Of Jurisdiction

- a The place of performance for the delivery shall be the place where our relevant factory from which the delivery is made is located. The place of performance for payment shall be our registered office.
- b If the party placing the order is a merchant who has been entered in the German commercial register (Vollkaufmann), then the place of jurisdiction shall be Ulm.