

General Conditions of Purchase

1. Applicability / Scope

1.1. Any delivery – and performance relationship between the Supplier and the Elektro-Metall Export GmbH (hereinafter “EME”) shall be exclusively governed by the terms and conditions below (see <https://www.eme-in.de/wp-content/uploads/2016/06/EME-General-Conditions-of-Purchase-June-2016.pdf>) unless otherwise agreed upon in writing between EME and the Supplier.

General Terms and Conditions of the Supplier deviating from the General Conditions of Purchase of EME or any complementing terms of the Supplier shall not be binding for EME, even if EME does not explicitly object to them or if the Supplier declares wishing to supply according to its General Terms and Conditions. Nor does the acceptance of goods and services by EME or the payment thereof translate to an acceptance of the general business conditions of suppliers.

Insofar the General Conditions of Purchase or the order of EME do not regulate an issue, the applicable statutory provisions shall apply.

1.2. Orders of EME shall only be binding if made in writing. An order of EME is an offer to the Supplier, to deliver the therein specified goods and services (‘contractual items’) under the conditions specified in the order. Prior to acceptance of an order by the Supplier, the order may be retracted by EME at any time. An order shall not be considered as acceptance of an offer by the Supplier, unless it is explicitly stated otherwise in the written order. A reference to regulations or conditions in the offer of the Supplier only applies so far as the order of EME and the conditions contained therein do not contradict the content of the offer of the Supplier.

1.3. An order of EME including these General Purchasing Terms and Conditions shall be considered to be accepted by the Supplier in their entirety with no modifications, if the Supplier accepts the order according to 1.2. in writing or per electronic means, or begins with the delivery of the contractual items, which are subject of the order. Each accepted order or any contract concluded otherwise for the supply of contractual items shall be considered as ‘contract’ within the meaning of these terms and conditions. In the order confirmation and in any other documents related to the contract, the order details of EME (purchase number, order number, material number, article number, production plant etc.) shall be referenced.

1.4. If no other requirements are defined in the order, the supplies and services shall be delivered in merchantable quality and – if identical standards and/or regulations such as DIN, VDE, VDI, or equivalent standards exist – shall be provided according to these standards, together with the test certificates. If different standards are applicable the higher-ranked standard shall prevail.

2. Scope of Services / Change in the Scope of Services / Observance of Provisions

2.1. The scope of service to be provided by the Supplier is defined in the contractually agreed specifications, the order of EME as well as the purchasing conditions. Design drawings, plans, etc. of tools, which are specially prepared for the production of the contractual items, shall be delivered to EME together with the tools. The ownership of the aforementioned design drawings etc., of the tools and of the contractual items will be transferred to EME with delivery.

2.2. All specifications, service descriptions and other information, as well as customer furnished equipment or material made available to the Supplier by EME for the performance of the contract, shall be examined for their suitability for the purpose of EME and of the end customer. If modifications or adjustments to the documents or to the contractual items are necessary or expedient, the Supplier shall inform EME without delay. EME shall inform the Supplier in writing of approved or disapproved changes. If from the perspective of the Supplier such changes may result in a modification of the agreed costs of the contractual items or of the agreed dates, the Supplier shall inform EME without delay. EME and the Supplier shall mutually agree the consequences of the increase or decrease in costs and of agreed deadlines. If an agreement does not occur within 21 calendar days, EME shall be entitled to terminate the contract without notice. For already delivered contractual items, the Supplier shall be allowed to demand the agreed compensation for this.

2.3. EME shall be entitled to request changes of the contractual items especially with regard to design and production. The Supplier shall promptly implement the requested change in accordance with these General Conditions of purchase. If the requested changes may result in a modification of the agreed prices of the contractual items or in delay, the Supplier shall immediately inform EME. Section 2.2. shall apply accordingly.

2.4. The Supplier shall ensure that all relevant data, facts and circumstances as well as EME’s intended use of the contractual items are timely known for its performance of the contract. The Supplier may only invoke the lack of documents as cause for a delay, after having timely requested in writing the submission of these documents and at least with one warning notice but without success. The Supplier shall ensure that the contractual items and services are suitable for correct, safe and economic use and meet the current state of science and technology. The Supplier shall ensure that the services and contractual items to be provided comply with all applicable law, relevant provisions and industry standards (such as e.g. DIN, VDE, VDI etc.), especially the relevant regulations regarding environmental protection -, hazardous substance -, hazardous material - and accident prevention (e.g. REACH, IMDS etc.– see Section 10 –). Moreover, the Supplier shall also ensure the supply chain security in accordance with the relevant customs regulations, the compliance with the generally recognized safety rules and with any standards specified by EME. In addition, and where appropriate the Supplier shall also deliver the documentation regarding FAI (First Article Inspection) respectively CoC (Certificate of Compliance).

3. Subcontracting

3.1. The Supplier shall not be authorised to assign the contract in part or in whole to third parties or to have it performed by third parties without prior written consent by EME. Third parties in the sense of these General Terms and Conditions of Purchase shall be also enterprises affiliated to the Supplier. Unauthorized assignment to or performance by third parties shall entitle EME to terminate the contract in part or in whole and to claim damages.

3.2. If EME agrees to subcontracting of third parties by the Supplier as per section 3.1., the Supplier shall oblige the third party to the same extent as the Supplier is oblige towards EME. Moreover, the Supplier shall be liable for the fault of third parties in the same way as for its own.

4. Prices, invoices and payments

4.1. The agreed prices are fixed prices and exclude additional claims or price increases of any kind.

4.2. Unless otherwise agreed, payments will be effected net within 30 calendar days upon receipt of the invoice either with means of payment at the discretion of EME or by offset with counterclaims, EME shall have the right to payment by bill of exchange or check.

An invoice date prior to receipt of the contractual items will not be accepted. If the delivery/ performance date is after the invoice date, the delivery and performance date shall be considered as beginning of the payment period instead of the invoice date. In case of premature deliveries and services, the contractually agreed delivery and performance dates shall be conclusive for the payment period. The period usually begins with the receipt of the contractual item or, if agreed upon separately, with the acceptance of the contractual item and upon receipt of a correct and verifiable invoice. Invoices shall contain bank details, delivery location, order number, material number, unit price, and quantity. The invoice shall also contain all information for input tax deduction, especially the tax code number or sales tax identification number (or UID), invoice number and other required information of the Supplier in accordance with the relevant statutory provisions and the applicable law. In case the aforementioned information is not contained in the invoice, EME shall not be obliged to pay the turn over tax (respectively Value Added Tax (VAT)). If EME is denied an input tax deduction due to an improper invoice by the Supplier, the Supplier shall refund the turn over tax (respectively VAT) formerly paid by EME.

4.3. EME shall have the right but not the obligation to settle pecuniary claims denominated in a currency other than EURO (€) with payments or offsets in EURO (€). The Supplier shall bear the costs resulting from the conversion of currency whether they occur to EME or the Supplier. The conversion rate will be determined according to § 244 paragraph 2 BGB. EME shall be entitled to rights of offsetting and retention within the scope permitted by law.

4.4. The Supplier shall not be authorised to transfer its claims against EME to third parties or to have them collected by third parties. The Supplier shall only be authorised to offset claims against EME or to assert a right of retention if the claims are undisputed or its counterclaims have been determined with final legal effect. The exclusion of set-off shall not apply to counterclaims arising from the same business transaction / contract.

5. Delivery / Delay

5.1. The agreed delivery dates and deadlines and quantities are binding and shall be strictly observed. EME shall be entitled, but not obliged, to accept partial deliveries or advance deliveries. The acceptance of partial services shall not be considered – and shall not imply – a waiver of a complete and timely performance of the contract.

5.2. The timeliness of the delivery shall be determined by the receipt of the contractual items at the receiving location specified by EME. By exceeding the agreed delivery date and times, the Supplier shall be automatically in default, without the necessity of a reminder. Default occurs no matter whether the Supplier itself was supplied on time or not.

5.3. If the Supplier becomes aware of not being able to meet the agreed delivery date the Supplier shall immediately inform EME stating and demon-

strating the reasons for and indicate the estimated duration of the delay. This shall also apply to delays for which the Supplier is not responsible as e.g. delays due to force majeure or involuntary labour disputes. The obligation to comply with the agreed deadlines and dates shall remain unaffected. The acceptance of a delayed delivery of services or contractual items by EME shall not imply a waiver of compensation claims by EME.

5.4. If the Supplier does not inform according to Para. 5.3., the Supplier cannot invoke not being responsible for the delay. The Supplier shall be liable for any damages of EME caused by late information according to section 5.3.

5.5. If the agreed delivery dates are not met due to causes which fall within the responsibility of the Supplier, EME shall be entitled to charge the Supplier a penalty amounting to 0.5% of the total contract value for each week of delay, but as maximum however, 5% of the total contract value. The reservation of penalty may be asserted by EME until final payment of the contract. All other claims by EME, in particular claims for damages, shall remain unaffected.

5.6. If the delivery dates are not met without fault of the Supplier, e.g. such as force majeure or labour disputes, EME shall be entitled to demand either a later delivery without granting a claim compensation to the Supplier, or – if such event takes too long time – to terminate the contract extraordinarily. In the latter case EME's remuneration obligation shall be limited to the contractual items which were already delivered.

6. Delivery / ownership and Hazards transition

6.1. Place of performance or place of delivery regarding all contractual obligations shall be Ingolstadt, Germany, unless otherwise agreed upon (for example, shipment to another receiving location). Delivery shall be free of charge.

6.2. The contractual items shall be packed and sent according to industry standards and customary commercial practice at the expense of the Supplier. EME shall be entitled but not obliged to specify the appropriate packaging.

6.3. One copy of standardized or other delivery notes, which state individual quantity, total quantity, gross weight and net weight, shall be included with every delivery. Invoices shall not be considered as delivery notes. Order confirmations, delivery notes, freight documents, invoices and any other documents shall include the order number, Supplier code, as well as a position, material or article number. Subsequent costs incurred to EME which are caused by non-compliance with the aforesaid requirements shall be borne by the Supplier.

6.4. Property and risk of the contractual items shall pass to EME with arrival at the specified place of delivery / performance. The transfer of property shall not constitute an acceptance or any other kind of approval of the contractual items by EME.

6.5. The costs of transport and delivery shall be borne by the Supplier. Supplier shall not be authorised to charge EME for costs for transport or breakage insurance costs. These risks will be insured by EME, unless otherwise agreed upon.

7. Proof of Origin and Export Regulations

7.1. The Supplier shall be responsible for and shall comply with all requirements resulting from regulatory permits and legal reporting requirements for the introduction and the use of the contractual items. The Supplier shall

obtain all necessary export and import licenses as well as any other government permits at its own risk and shall deal with all customs formalities. The Supplier shall timely and without special request inform EME of any necessary support.

7.2. The Supplier shall promptly provide EME with the requested proof of origin duly signed and together with all necessary information.

8. Obligation of inspection and notification

8.1. The Supplier shall accept that random examination of a representative part of the delivery will be sufficient EME's obligation of inspection of the contractual items. The inspection shall be performed in due course of business. The inspection shall cover the quantity and the external appearance of the contractual items. EME shall not be obliged to test the functions or to verify any not apparent quality characteristics or dimensions of the contractual items.

As long as the documentation to be delivered by the Supplier together with the contractual items is not complete, EME may reject the contractual delivery. Detected defects shall be notified to the Supplier within an appropriate period. The same shall apply to any defects which will be discovered later.

8.2. The inspection and notification duties of EME shall be limited to the content of section 8.1. Moreover, the Supplier shall waive the claim of late notification of defects according to § 377 HGB.

9. Liability for Defects

9.1. The Supplier shall warrant that all delivered contractual items:

- a) comply with the specifications / samples / drawings, the latest developments of science and technology, regarding operation, configuration, functionality and design, as well as with all applicable statutory regulations and applicable standards and other requirements which apply;
- b) be free from defects;
- c) correspond in quality to market and industry standards;
- d) third party rights are not infringed by delivery, operation or other use of the contractual items;
- e) are suitable for the intended use and purposes.

9.2. If contractual items do not meet the aforementioned warranties ("defective contractual items"), EME shall be entitled to choose between either demanding repair of the contractual items within a suitable timeframe at the expense and risk of the Supplier or demanding the replacement of defective items by fault-free items at the expense and risk of the Supplier.

In addition to the statutory claims and rights, EME shall be entitled to repair or replace the defective items itself, or order a third party to repair or replace the defective items, in the event that the Supplier does not meet its obligations or special circumstances require the immediate repair or replacement of the defective items. Furthermore, EME shall be entitled to demand advance payment from the Supplier to cover the necessary costs for the removal of the defect.

9.3. The Supplier shall bear all costs connected to the repair or replacement of defective contractual items (including costs for transport, handling, assembly and disassembly, as well as material and labour costs).

9.4. The warranty period shall be three (3) years beginning with the transfer of risk. For buildings, construction and real property the statutory warranty periods shall apply. Claims of EME, which arise during the warranty period,

shall lapse at the earliest six months after the claim arose, but not before the end of the agreed warranty period.

9.5. The rights of EME according to section 9 shall be in addition to any other statutory or contractual rights and claims. Place of performance of any warranty obligation shall be, unless otherwise agreed upon, the place of delivery/performance.

10. Quality Management / Environment Protection

10.1. The Supplier shall constantly monitor the quality of its deliveries and services. For this purpose, the Supplier shall maintain a quality assurance system (e.g. according to DIN EN 9100) and demonstrate this to EME on request. Upon request of EME, the Supplier shall adapt its quality assurance system as specified by EME. Moreover, on request of EME, the Supplier shall conclude a quality assurance agreement with EME.

10.2. The Supplier shall establish and maintain records, particularly regarding its quality control process, which shall be submitted to EME on demand. Quality records shall be kept visible and easy to find at all times. On request, they shall be made available to EME at short notice. The records shall be stored for at least 10 years. The Supplier shall participate in audits to assess the effectiveness of his quality assurance system, either being conducted by EME or a third party employed by EME, which may include the participation of customers of EME.

10.3. Representatives of EME, as well as customers of EME, and representatives of public authorities or their delegates, shall have access at any time during normal business hours to all premises where work is carried out for EME or the clients of EME, regardless whether the premises belong to the Supplier or any subcontractor or sub supplier. The aforementioned persons shall have the right to inspect all contract-related technical documentation. These access rights shall in particular be granted to all persons charged by EME to monitor the work progress of the Supplier, which includes respective audits and also the qualification of the Supplier.

10.4. The Supplier shall not use or deliver legally prohibited substances and materials. The Supplier shall comply with all applicable laws and standards regarding the preservation of the environment and with any regulation with regard to health and work safety and fire protection.

10.4.1 When making deliveries to EME, the Supplier undertakes as a material contractual obligation to comply with all rules and regulations and to take all action necessary under the REACH Regulation (EC Regulation No.1907/2006) as applicable on the date of delivery.

10.4.2 If the Supplier's registered office is outside the European Union and the Supplier itself is not an importer of the delivered goods, the Supplier shall, as a material contractual obligation, provide EME with all information necessary for any notification, registration or maintenance of the authorization as specified in the REACH Regulation as applicable at the time of delivery, and shall otherwise reasonably assist EME in connection with any notification, registration or maintenance of the authorization.

10.4.3 If the Supplier breaches the aforementioned obligations, EME may claim damages and rescind the contract. The Supplier shall otherwise, on first demand, indemnify EME against all third party claims arising as a result of the Supplier's breach of the aforementioned obligations. The claim for damages / indemnification shall also cover all of EME's expenses such as, in particular, legal defense and administrative costs and all costs associated

with any necessary replacement products. If the Supplier's registered office is outside the European Union and the Supplier is unable to notify, register or maintain the authorization for its delivered goods or is unable to do so on reasonable terms, EME may rescind the contract without being liable for damages.

10.5. The Supplier shall inform EME without delay about defective contractual items, awaiting for delivery or already accidentally delivered. Defective contractual items shall be immediately blocked by the Supplier upon approval of EME respectively the customer of EME.

11. Spare Parts, Readiness to Deliver

11.1. The Supplier shall deliver spare parts to EME under reasonable conditions, throughout the period of the usual technical lifetime, but in any case for a period of at least ten years after the last delivery.

11.2. If the Supplier stops the production of the contractual items after expiration of the period set forth in section 11.1. or during that period, the Supplier shall provide EME with the opportunity for a last order under reasonable conditions.

12. Obsolescence

12.1. The Supplier shall promptly inform and support EME in the detection of early obsolescence.

12.2. In case of discontinuation or modification of components or products, the Supplier shall immediately inform EME thereof submitting a copy of the letter of the respective manufacturer. Both Product Termination Notification ("PTN") and the Product Change Notification ("PCN") concerning contractual items ordered by EME over the last 24 months, shall be sent to EME, regardless of the date of the last delivery. The following minimum periods shall apply to the corresponding documents:

- PTN: 12 months in advance
- PCN: 6 months in advance.

These periods shall be respected unless otherwise previously agreed upon in writing between EME and the Supplier. 11.3. The delivery of modified contractual items shall require the explicit written prior approval of EME in every case. This may happen, for example, in the course of a renewed first sample inspection. The Supplier shall bear any costs of EME which may result from this modification, e.g. training costs, modification costs, testing costs, development costs, costs for renewed inspections etc. The above shall also apply to a change of procurement sources of primary materials and/or components, as well as a change of the manufacturing location or significant changes in the manufacturing process by the Suppliers.

13. Items provided by EME

13.1. The Supplier shall not acquire ownership of any items being in its possession "EME issued-items" provided by EME, in particular documentation, models, materials, equipment, components, means of production, packaging, tools, measuring instruments, devices, or other provided or loaned items. EME shall retain ownership of these items, unless otherwise explicitly agreed upon. EME issued items shall be checked and examined immediately by the Supplier, and EME shall be informed immediately about any deficiencies. The Supplier shall not allowed to use EME issued items for any other purpose than the production of contractual items, and shall not use these items for other purposes or allow third parties the use thereof (even if said third par-

ties are associated with the Supplier) unless permitted by EME in writing. Scrapping of these items shall also require the prior written consent by EME.

13.2. EME issued items shall be marked clearly as property of EME, and be stored safe and separate, with the appropriate care of a prudent businessman, and free of charge. The Supplier is obligated to handle these items carefully and process them properly, as appropriate for industry standards. The Supplier shall keep the these items in good condition at its own expense (maintenance, service, partial renewal etc.), replace the items if necessary, and keep EME free from all claims and damages resulting from or related to the installation, usage, storage, maintenance / care or repair of these items. The Supplier shall bear all risk pertaining to these items as long as they are in its custody or under its control. The Supplier shall insure the items at its own expense against all risk, equal to the value of full replacement costs, and to provide verification of this insurance to EME on demand. The Supplier hereby assigns to EME its claims against the insurance in advance. EME hereby accepts this assignment.

13.3. If any item provided by EME are processed, transformed, or combined with other items into a new movable item, EME shall acquire the sole ownership of the new item. In the case of combination or inseparable mixing of the EME issued item with another item, EME shall acquire co-ownership. The co-ownership shares shall be determined by the value ratio of the items concerned at the time of combination or mixing, § 947 para. 2 BGB shall not apply.

13.4. EME or third parties charged by EME shall have the right of access to the EME issued items and shall be allowed to inspect the relevant records during normal business times.

13.5. EME shall have the right to remove the EME issued items or to demand their surrender at any time without specifying a reason. In case of such a demand by EME, the Supplier shall hand over these items immediately, prepare them for shipping and deliver them to EME against compensation of the respective shipping costs. The Supplier shall have no right of retention or right of lien with regard to these items, except if these rights are uncontested or have been established in law.

14. Confidentiality

14.1. The Supplier shall treat all design documents, samples, means of production, models, data mediums, prototypes, images, drawings, calculations, knowledge and know-how, and other documents ('data') provided by EME as confidential. The Supplier shall not transfer or make accessible any of the above to third parties (including subcontractors and companies associated with the Supplier) without written consent of EME, and not use for any other purposes as those explicitly defined by EME. This shall also apply to any copies of the above.

This confidentiality shall not apply to documents which were already legitimately known to the Supplier and without a respective obligation to confidentiality at the time of reception, or documents which became known to the Supplier later for legitimate reasons and without explicit obligation to confidentiality.

The confidentiality shall also not apply to documents which are considered to be or to become general knowledge without a breach of confidentiality, or to documents for which a respective permission has been granted.

Otherwise the stipulations of a confidentiality agreement concluded between the parties shall apply or take precedence.

The Supplier shall impose the same obligation on its subcontractors and the companies associated with the Supplier.

14.2. Either upon request of EME at any time or upon termination of the contract at the latest, all documents, information (including produced copies and records) shall be returned to EME or be destroyed, promptly and completely. The Supplier shall have no right of lien or right of retention concerning the documents and information.

14.3. Contractual items which are produced on the basis of documents provided by EME, documents ordered by EME, or information, details, and data marked as confidential, shall only be used by the Supplier for the purpose described in the contract. In particular, they shall not be offered or delivered to third parties.

15. Termination

15.1. EME shall have the right to terminate the contract at any time until complete delivery of the contractual items. If EME terminates the contract, the Supplier shall be entitled to demand the remuneration agreed upon in the contract; however, saved expenses due to the early termination of the contract shall be deducted.

15.2. The right to extraordinary termination for good cause at all times shall remain unaffected by the above. A good cause is deemed to be:

- The filing for bankruptcy of the assets of the Supplier;
- Breach of the obligations according to section 14 and 20.

15.3. EME shall also be entitled to terminate the contract without notice in case of non-performance or improper performance of the Supplier, if EME has unsuccessfully set the Supplier a reasonable period of time for supplementary performance or if the Supplier is in delay for more than 4 weeks. This shall also apply when a non significant contractual performance is delayed.

16. Supplier's Advertising

Any mention or use by the Supplier of the contract, the project, the company name or the trademark of EME or the customer of EME in advertising, references or other publications shall require the prior written consent by EME.

17. Property Rights

17.1. The Supplier shall inform EME about published and unpublished owned or licensed property rights and property rights applications related to the contract or to the provision of deliveries or services.

17.2. The Supplier shall warrant that the use and operation of the contractual items will not violate any property rights or copyrights of third parties. Once the Supplier recognises that the use or operation of its goods and services results in a violation of property rights and copyrights of third parties, he shall inform EME without delay. Furthermore, the Supplier shall bear the responsibility and the expenses, costs (including legal costs) and damages resulting from the third party claims against EME due to a violation of property rights or copy rights. In addition, the Supplier shall at its own risk and expenses either provide EME with the necessary rights, licences and permits for EME, at its to use the concerned contractual items, or modify the contractual items in such a way, that further violation of property rights or copyrights of third parties will be excluded, while ensuring the contractual items still comply with the contractual obligations, requirements and specifications agreed upon between EME and the Supplier.

17.3. If EME pays partly the development costs of the contractual items, EME shall have cost free, non-exclusive right to use the contractual items for all purposes, unlimited in time and/or place, and including the right to sublicense all the inventions included in the contractual items including all relevant property rights and copyrights pertaining to the inventions. If development of software is part of the contractual items to be delivered, the Supplier shall provide EME with the source code and comprehensive software documentation.

18. Product Liability

The Supplier shall precisely examine the contractual items for defects and to do its utmost to avoid product liability. Where any claims by a third party are asserted against EME and the reason is entirely or partially a defect in a contractual item of the Supplier, the Supplier shall indemnify EME for the claims of said third party. The liability of the Supplier shall include all costs and expenses, including legal costs and the costs of a necessary recall or a precautionary recall to prevent damage. However, in cases of strict liability, this shall only apply if any fault is attributable to the Supplier. If the cause for the defect of the contractual items is situated in the area of Supplier's responsibility, the Supplier shall provide evidence to prove that it is not at fault. The Supplier shall take out adequate insurance against the risk of product liability and shall provide evidence to EME at any time on EME's request.

19. Liability / Insurance

19.1. The Supplier shall take out adequate insurance in terms of reason and amount compliant with the industry standard against damages to persons, property and financial losses. On demand, the Supplier shall provide EME with a copy of the insurance certificate.

19.2. If the Supplier executes work or provides services on the premises of EME or on the premises of EME customers, the Supplier shall take any necessary measures and precautions to avoid any damages to persons, and property during the course of its activities. The Supplier shall also adhere to all operation regulations of the respective location, as well as to all applicable accident prevention regulations. The Supplier shall reimburse and hold harmless EME of all damages, costs and expenses which may occur by its activities on the aforementioned premises, insofar as the Supplier is at fault.

19.3. The Supplier shall be liable for faults of its representatives or subcontractors as it is for its own fault.

20. Compliance

EME and the Supplier herewith declare to be committed to a corruption-free business community. Both shall refrain from corrupt practices and other criminal behaviours, and take all necessary measures for prevention.

21. Final Provisions

21.1. All legal relationships between EME and the Supplier shall be governed by the law of the Federal Republic of Germany, with the exception of The United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods (CISG).

21.2. Place of jurisdiction for all disputes resulting from or in connection with the contract between EME and the Supplier shall be Ingolstadt, Germany. However, EME shall be entitled to initiate judicial proceedings against the Supplier at its place of jurisdiction.

21.3. Changes and additions to these General Conditions and Terms of Purchase, as well as side agreements shall require written form. This shall also apply to the writing requirement itself.

21.4. If any of the above provisions may prove to be invalid, the validity of the other provisions shall remain unaffected. The ineffective provision shall be replaced by a valid provision coming closest to the factual, legal and commercial sense of the ineffective provision. This shall apply similarly in the event of a gap.