

§ 1 Application

- (1) Orders shall be placed exclusively subject to these terms and conditions of purchase, unless in individual cases deviating agreements are confirmed in writing. Other conditions shall not be a component of this contract also when not expressly rejected.
- (2) In the event that a delivery is accepted without an express objection it cannot be derived herefrom that BRETTHAUER has accepted the supplier's (hereinafter agent) terms and conditions of delivery.
- (3) These general terms and conditions of purchase shall also apply to all future contractual relationships with the agent.

§ 2 Offers, Orders

- (1) In the event that the supplier should compile an offer at the request of BRETTHAUER this is adhere exactly to BRETTHAUER's request and in the event of deviations shall expressly indicate these.
- (2) Payment for visits or the compiling of offers, projects etc. shall not be granted, insofar as payment has not expressly been agreed or a legal claim is given to this.
- (3) Supply agreements (ordering and acceptance) and delivery calls as well as their addition and amendment are required to be in writing, also via fax, however not via email. Delivery calls may also occur via remote data transmission.
- (4) If the agent should not accept the order within one week following receipt through a value order confirmation, BRETTHAUER has the right to cancellation. Delivery calls shall be binding if the agent does not object within one week of receipt at the latest.
- (5) Performance for which no written order is placed does not bind BRETTHAUER and also does not bind this to payment, also when this performance is rendered at the request of BRETTHAUER employees.
- (6) The agent is obligated already upon submission of the offer to advise of any possible defects, particularly in regard to scientific and technical standards, environmental regulations or technical purpose and implementation.
- (7) BRETTHAUER may also demand modifications to the delivered item also following conclusion of contract insofar as this is reasonable for the supplier. In the event of such a contract amendment the consequences for both parties, particularly regarding higher and lower costs or delivery date are to be reasonably considered by both parties.
- (8) Deviations regarding orders and amendments shall only apply when the agent expressly advises of these and these are confirmed in writing on the part of BRETTHAUER.

§ 3 Manufacturing Materials, Manufacturing Documents

- (1) Models, test devices, tools, special plants, forms, samples, designs, plans, projects, drawings, and other manufacturing materials or documents that are provided to the agent or created by BRETTHAUER remain the property of BRETTHAUER and may not be used for purposes other than the fulfilment of the order nor exploited, reproduced or made accessible to a third party.
- (2) In the event that aforementioned manufacturing materials or manufacturing documents are created by the agent on the instructions of BRETTHAUER or acquired by the agent from a third party and the agent receives payment for these from BRETTHAUER, ownership shall be transferred to BRETTHAUER upon payment in full. In the event that the agent keeps the manufacturing materials or documents, BRETTHAUER lends these to the agent.
- (3) The documents under the ownership of BRETTHAUER are to be returned without request immediately upon completion of the order.
- (4) Manufacturing documents and materials provided by BRETTHAUER are to be examined for usability. This also applies to articles that the agent was issued as a loan.
- (5) The agent is liable for damage, deterioration, loss or misplacement of manufacturing materials or documents in accordance with the statutory provisions.

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(6) The agent shall mark all manufacturing materials and documents clearly as the property of BRETTHAUER.

(7) The agent shall provide drawings and any assembly drawings for customised manufactured plants, apparatus, machine parts and tools that are subject to wear free of charge. BRETTHAUER hereby receives the right to use these document to manufacture spare parts, modify delivered items either itself or through a third party.

§ 4 Nondisclosure

(1) The agent undertakes not to disclose any obvious professional or technical details that are disclosed by BRETTHAUER and to treat these confidentially. Subsuppliers are to be obligated correspondingly. The aforementioned provision does not apply to commercial and technical details that are or become generally accessible or that the agent is informed of by an authorised third party without an obligation to nondisclosure, or that the agent provably already knew prior to the date of receipt.

(2) The obligation to nondisclosure shall also continue to apply following the end of the supplier relationship.

(3) The use of queries or orders from BRETTHAUER or any other written correspondence for marketing purposes is not permitted without written permission.

§ 5 Protected Rights and Copyrights, Advertising Materials

(1) The agent shall release BRETTHAUER and BRETTHAUER customers from third party claims on the grounds of any infringement of third party rights and shall assume all costs incurred by BRETTHAUER in this conjunction.

(2) In the event of an infringement of protected rights the agent initially has the right to conduct negotiations with the holder of these rights regarding the existence, scope and application territory of the protected right and the amount of a reasonable licensing fee.

(3) If in this regard a legal dispute is initiated, BRETTHAUER has the right to involve itself in such dispute on the side of the agent. If the agent should lose the case without this being the responsibility of BRETTHAUER, the agent shall refund BRETTHAUER the costs for the legal dispute.

(4) In the event that the agent should fail to enter into a dispute or the agent fails in its endeavours to initiate an action, BRETTHAUER has the right at the expense of the agent to effect the use of the object concerned from the holder of the rights. This right is limited to the amount of a refund of the purchase price and compensation for the damage resulting through the legal defect.

(5) If the protected works involve drawings, samples and other documents created on the instructions of BRETTHAUER, the agent assigns BRETTHAUER exclusive unlimited exploitation rights.

(6) The agent is only permitted upon the written permission from BRETTHAUER to refer to the business association with BRETTHAUER in any manner.

§ 6 Quality and Documentation, Drawings

(1) The agent shall adhere to the technical specifications, acknowledged technical standards, EU machine guidelines and technological safety regulations. The same applies to separately concluded quality assurance agreements or regulations concluded with BRETTHAUER. If the type and scope of the testing, equipment and methods are not agreed between the agent and BRETTHAUER, BRETTHAUER is at the request of the agent prepared in the scope of knowledge, experience and possibility to explain the testing to the agent in order to determine the respective requisite standard of testing. Furthermore, BRETTHAUER shall at the request of the agent inform this of the applicable safety standards.

Instructions regarding the technical data and test regulations do not release the agent to supply delivered items free from defects that are in accordance with the contract and are functional for the intended purpose.

(2) For parts included in the technical documents or those specifically marked in separate agreements (e.g. marker „D“), the agent shall also record in separate drawings in which manner and through whom the delivery objects were tested for the characteristics subject to documentation and which results the requisite quality tests provided. The test documents are to be retained in accordance with the statutory regulations and submitted to BRETTHAUER where required. A longer period of retention may be agreed between the parties in example in a quality assurance contract. The agent shall obligate subsuppliers at the same scope where legally possible.

(3) The agent shall continually monitor the quality and shall inform BRETTHAUER of any opportunities to improve quality.

(4) The type and scope of quality controls are to be agreed between the parties. It is required that customary industry and production method-specific test methods are adhered to by the agent.

(5) Process descriptions, recipes, methods of analysis and other information that are provided by BRETTHAUER or drawings or similar created by the agent on the instructions of BRETTHAUER are not permitted to be used for other purposes or reproduced or made accessible to third parties. These are subject to the exclusive copyright of BRETTHAUER. All copies or reproductions, also electronic are to be surrendered immediately upon request. If no delivery occurs, the agent shall return these documents immediately without request to BRETTHAUER. The agent shall regard the order and associated performance as a business secret and therefore treat this as strictly confidential. In the event of a, also soft negligent, breach of this duty, the agent is liable for all damage incurred by BRETTHAUER occurring through the breach of this duty. The agent assumes the burden of proof that a breach did not occur.

Documents of all types that BRETTHAUER requires for assembly, operation, processing, servicing, repair, storage and transport shall be provided by the supplier punctually and unrequested.

(6) Lithographs, plates, tools, models, forms etc. that are created by the agent to fulfil the order are transferred to the ownership of BRETTHAUER upon payment of the delivery order also when these remain in the possession of the agent. Upon request these documents are to be immediately surrendered to BRETTHAUER.

§ 7 Prices

(1) Agreed prices are fixed net prices and exclude subsequent demands. Price reservations on the part of the agent, with the exclusion of statutory VAT, are hereby excluded.

Fees, taxes, duties and other charges (excluding VAT) that should be implemented following placement of the order are to be assumed by the agent.

(2) In the event that in deviation to paragraph 1 price reservations are agreed in writing, the agent shall immediately inform of price adjustments in writing for approval.

In this case BRETTHAUER and the agent are agreed that BRETTHAUER has the right to withdraw from the contract in the event of price adjustments.

(3) Insofar as no prices are quoted on the order, BRETTHAUER reserves the right to inspect these and issue approval even if the performance of the contract has already begun. The agreement regarding the place of performance shall not be affected by the form of pricing.

(4) The price risk is transferred in all cases to BRETTHAUER first following receipt of the goods at the unloading destination.

(5) In the event that the agent reduces his prices between order and delivery or other conditions are improved, the prices and conditions applicable on the delivery date shall in deviation of the contract be adjusted in favour of BRETTHAUER.

§ 8 Delivery Terms, Delivery Delays, Force Majeure

(1) The agreed delivery dates and deadlines are binding. Adherence to delivery dates is determined by receipt of the goods at the delivery address provided by BRETTHAUER or punctual successful acceptance.

Force majeure and industrial actions release the parties from their duty to provide performance for the duration of the disruption and to the scope of their impact. The contracting parties are obligated

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in the scope of reasonable possibility to provide the requisite notification without delay and to adjust their duties to the changed circumstance in good faith. BRETTHAUER is released in part or in full from the duty to accept the ordered delivery/service and insofar entitled to withdraw from the contract when the delivery/service can no longer be used, also including the economic aspects, on the grounds of the delay arising from force majeure or industrial action.

(2) If the agent can foresee that an agreed date, irrespective of the grounds of the delay, cannot be adhered to, the agent shall notify of this in writing without delay under provisions of the grounds and anticipated duration of the delay. If the agent should omit to do so, he cannot use an obstruction as a defence.

(3) The non-sending of required documents on the part of BRETTHAUER can only be used as grounds on the part of the agent if a remainder regarding the lacking documents has been issued in writing and were not received within a reasonable term.

(4) In the event that deliveries are performed earlier than agreed, BRETTHAUER reserves the right to return the goods at the expense of the agent. If no return occurs following the premature delivery, the goods shall be stored at BRETTHAUER until the agreed delivery date at the cost and risk of the agent. Furthermore, in the event of a premature delivery BRETTHAUER reserves the right to first issue payment to the agreed payment date.

(5) Partial deliveries shall only be accepted upon express agreement. In the event of agreed partial deliveries the outstanding quantity is to be delivered.

(6) The agent undertakes to report additional freight costs through events associated with the agent to BRETTHAUER. A forwarding of the costs is only permitted following written permission from BRETTHAUER.

(7) If a final inspection is planned for the delivered object in the order, the agent shall assume all inspection costs. The staff inspection costs shall be assumed by both parties. The inspection date is, unless bindingly agreed in the order, to be announced one week in advance in writing.

(8) If the delivery is associated with assembly in a BRETTHAUER plant, the regulations applicable to the company and its employees deployed at this plant shall apply accordingly. These regulations shall be issued at the beginning of work at the latest. These can also be requested from the competent health and safety officer. This risk to property belonging to the agent or his workers introduced into a BRETTHAUER plant shall not be assumed by BRETTHAUER in any legal aspect. BRETTHAUER therefore recommends the conclusion of assembly insurance.

(9) The agent is obligated to compensate all direct and indirect damage incurred through delay.

(10) In the event that the agreed delivery date cannot be kept on the ground of a circumstance for which the agent is responsible, the agent is subject to compensate BRETTHAUER for damage incurred through the delay. BRETTHAUER is entitled following the setting of a subsequent deadline to withdraw from the contract and assert additional expenses for any covering purchases.

(11) The delivery term commences upon the order date. In the event that the agent does not fulfil this within the agreed term he is liable in accordance with the statutory provisions and these terms and conditions. Any agreed contract penalty in the event of a delayed delivery shall equally remain unaffected as well as the assertion of such.

As soon as the agent must assume that he cannot or only partially fulfil the delivery obligation he shall report this under provision of the grounds and the anticipated duration of the delay immediately.

§ 9 Delivery Conditions

(1) Insofar as not otherwise agreed in writing, delivery shall be free to the provided delivery address including packaging, transport as well as custom formalities and duties. For purchases that are exceptionally expressly concluded at the delivery plant or dispatch station, all expenses and freight charges that arise up to assignment to the principle freight carrier shall be at the expense of the agent. BRETTHAUER shall only assume the pure freight charges.

(2) The provision of the risk class in accordance with the statutory provisions of the transport of hazardous good is to be provided in the dispatch documents and on each container is mandatory.

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Delivery is at the cost of the agent to the destination provided by BRETTHAUER including packaging and insurance.

(3) Delivery is at the risk of the agent. The risk of any deterioration including coincidental loss remains by the agent until unloading at the provided delivery address. The obligation to take back packaging is subject to the statutory regulations. Goods are to be packaged in a manner so that transport damage is avoided. In the event of special agreements packaging is invoiced, the invoice is to cover free return.

(4) Each delivery must be accompanied with a delivery note including the following information: order no. BRETTHAUER, order post, exact goods description, size, gross/net weight, Material/EDP no., where applicable delivering works. Also the requested works certificates are to be enclosed in the delivery. BRETTHAUER reserves the right to refuse acceptance of and return deliveries with incomplete delivery papers at the cost of the agent. In a forwarding of the order the agent is liable for adherence to these delivery requirements by subsuppliers. The principal is to stipulate the subsupplier on all documents.

(5) Deliveries are accepted by BRETTHAUER Mondays to Fridays from 6 a.m. to 2:30 p.m. A spate agreement is to be concluded with BRETTHAUER for deliveries outside these times as otherwise acceptance cannot be guaranteed.

§ 10 Invoicing and Payment

(1) Invoices are to be submitted separately and in the correct form in one copy including the order no. post, material description and EDP no. Copies of invoices are to be clearly marked as such. Incorrectly submitted invoices shall be immediately returned by BRETTHAUER to the agent and first apply from the date that this is correct as received.

(2) If the weight or unit quantity provided in the invoice deviates from the quantities ascertained by BRETTHAUER or receipt depot the latter shall apply.

(3) The method of payment shall be at the discretion of BRETTHAUER unless otherwise agreed either:

a) 60 days of invoice or receipt of goods net or

b) with a 3 % discount:

- upon receipt of invoice between the 1st and 13th of the month: on the 20th of this month or

- upon receipt of invoice between the 16th and last day of the month: on the 5th of the following month.

BRETTHAUER pays with the correspondingly selected payment means.

10.4 BRETTHAUER is entitled to offset payable claims that exist against the agent either with BRETTHAUER itself or a BRETTHAUER corporation company. This also applies with the due dates of the claims vary.

(4) Payments on the part of BRETTHAUER do not represent a waiver of the assertion of claims on the ground of defective performance. They also do not represent acknowledgement of deviating conditions and prices.

(5) In the event of an incorrect delivery, BRETTHAUER is entitled to withhold payment in proportion of the value until correct fulfilment.

(6) In the event of advance payments, the agent shall upon request provide security, for example a bank guarantee.

(7) The agent is not entitled to assign claims against BRETTHAUER or assign collection of these to a third party without prior written permission that may not be refused without reason. In the event of an extended retention of title, permission applies as given. If the agent assigns his claims against BRETTHAUER against line 1 without its permission to a third party, the assignment is nevertheless effective. However BRETTHAUER may at its discretion issue payment to the agent or the third party with debt discharging effect.

(8) The time of payment and payment itself have no influence on the warranty obligations of the agent and the right to complain on the part of BRETTHAUER.

§ 11 Correct Fulfilment of Contract, Recourse

(1) The agreed specification is a component of the contract and can only be modified upon mutual agreement. The specification is also applies as all descriptions of the delivery quantity or a drawing deemed as binding. Deviations from the specification shall always apply as a significant breach of duty unless BRETTHAUER can easily modify the product itself into a condition meeting the specification.

(2) The agent undertakes to utilise environmentally friendly products and processes in the scope of the economic and technical possibilities in his deliveries and services and also in deliveries or additional services through a third party. The agent is liable for the environmental friendliness of delivered products and packaging materials as well as for all subsequent damage incurred through a breach of his statutory disposal duties. At the request of BRETTHAUER the agent shall provide a quality certificate for the delivered goods.

(3) The agent shall provide BRETTHAUER the registration number for all materials subject to registration under the terms of Reg. (EC) No. 1907/2006 in the respective applicable version (REACH Regulation, Sect. 15) independent of whether these are supplied as materials or part of a preparation. If the agent should fail to provide a registration number, this means that the delivery contains no materials subject to registration. A delivery that includes a material subject to registration without a registration number being provided, applies as defective under the terms of Sect. 434 German Civil Code.

(4) BRETTHAUER shall inform the agent of any defects to the delivery/service without delay in writing as soon as these are discovered during customary operating processes, however 10 days' workdays at the latest following receipt at BRETTHAUER.

(5) BRETTHAUER shall inspect all incoming goods within 10 workdays following delivery for transport damage at its discretion. BRETTHAUER has no obligation to inspect incoming goods in accordance with Sect. 377 German Commercial Code. The agent shall perform its own inspection of outgoing goods.

(6) Agreed characteristics of an item or works also includes characteristics that BRETTHAUER would expect on the grounds of the public statements of the seller, company, manufacturer (Sect. 4, para. 1 and 2, Product Liability Act) or his vicarious agents, in particular in advertising or description unless these deviate from the agreed characteristics. This shall not apply when the contract parties did not know of the statement and also did not have to be aware of this if at the time of contract conclusion was equally corrected or this would not have influenced the purchasing decision.

(7) The right to select the type of subsequent performance is also stipulated as belonging to BRETTHAUER in the service agreement unless the contracting partner is entitled to refuse subsequent performance or, BRETTHAUER selects a method unreasonable for the company.

(8) BRETTHAUER may rectify a defect itself on the grounds of a defect to delivered products or created work following the unsuccessful expiry of a reasonable deadline for subsequent performance and demand compensation for costs unless the agent does not refuse subsequent performance on justified grounds. In this regard the statutory provision to self-remedy for defects in the service agreement (Sect. 637 German Civil Code) shall apply to the purchase agreement correspondingly. Without prejudice to the statutory provision, BRETTHAUER may in urgent cases for which the agent is responsible, in particular to prevent acute danger, or significant damage also rectify defects itself without setting a subsequent performance deadline at the cost of the agent, when on the grounds of urgency it is not possible to notify the agent of the defect and the threatened danger and to set a, when short, deadline for self-remedy.

The agent shall assume liability for a term of three years following initial operation or use of the delivered goods through BRETTHAUER that the delivered object does not show defects of any kind and possesses the promised characteristics. Furthermore, the agent guarantees that the delivery corresponds to the newest official and health and safety regulations. This does not apply to defects or damage through normal wear, intentional damage or improper handling of the delivered goods.

The guarantee is also extended to goods delivered by the agent's sub-suppliers.

The parts disputed on the grounds of the warranty rights or also the entire delivery shall remain the

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property of BRETTHAUER until replacements are received for the warranty law disposal by the agent. First upon the conclusion of successful warranty work or replacement are these transferred to the ownership of the agent.

(9) In the event that a justified notification of defect, the warranty term is extended in favour of BRETTHAUER by the time span between complaint and rectification.

In the event of delivery through assembly of the delivered item, the statutory or agreed warranty for the delivered item shall first commence upon acceptance of the assembled delivered items.

(10) In the event that no deviating agreement is concluded, the expiry date to claim defects is 36 months from the transfer of risk.

(11) The agent shall perform adequate quality controls regarding type and scope at the newest technical standards and provide BRETTHAUER with verification upon request. The agent shall conclude a corresponding quality control agreement with BRETTHAUER, insofar as BRETTHAUER considers this a requirement.

(12) The agent shall obtain sufficient insurance coverage against all risks arising from product liability including recall risk and provide BRETTHAUER with the policy upon request.

(13) Recourse claims from BRETTHAUER against the agent on the grounds of claims to material defects under the terms of Sect. 478 German Civil Code shall hereby remain unaffected. BRETTHAUER may also assert these when the end customer is not a consumer but a company.

§ 12 Guarantee

(1) The agent guarantees and assures that all deliveries/services comply with the newest technical standards, the applicable statutory regulations and the regulations and guidelines of official bodies, employer liability and professional associations. If in individual cases deviations from these regulations are necessary, the agent must obtain written permission. The warranty obligation on the part of the agent is not restricted through this permission from BRETTHAUER.

(2) The agent guarantees and assures that all deliveries are free from third party rights and in particular that through delivery and use of the delivered items patents, licenses or other protected rights within Germany are not infringed. Insofar as the agent knows that his products shall be sold by BRETTHAUER in other countries, the aforementioned also applies to these countries.

§ 13 Replacement Part Delivery

(1) The agent undertakes to supply BRETTHAUER with all replacement parts for the term of the average life of the delivered product.

(2) The price for spare parts may not be greater than for the price of a corresponding part on the free market.

(3) If the production of spare parts is abandoned following the expiry of the aforementioned term in no. 13.1, the agent undertakes upon request and for a reasonable fee to issue the construction documents/drawings to BRETTHAUER to solely use these documents to manufacture spare parts exclusively for its own use. BRETTHAUER undertakes not to make these documents accessible to third parties.

§ 14 Prohibition of Heavy Metals, Energy and Environmental Management

(1) The agent undertakes only to supply BRETTHAUER with products complying with EU Guideline 2000/53/EG of 18.09.2000 in the respective applicable version under consideration of the decision of the European Commission of 27.06.2002 (2002/525/EG).

(2) Insofar as the agent supplies a product in which materials are contained that fall under the above guideline, the agent undertakes to expressly inform BRETTHAUER of these materials.

(3) As energy and environmentally certified company BRETTHAUER is obligated to a careful handling of energy and raw materials. Conscious of this responsibility the criteria of environmental protection, the prevention/reduction of waste, optimal use of energy and the use of lower resources of humans and materials are to be observed.

The agent is therefore obligated upon submitting an offer for machines, plants and other energy consuming items to comply with the newest technical standards. Where applicable alternative proposals to the requested procedure are to be issued.

§ 15 REACH Regulation, Machine Protection Law

(1) The agent undertakes to fulfil his obligations under the terms Regulations (EC) no. 1907/2006 in the applicable version to registration, assessment, certification and restrictions on chemical materials. In particular the agent undertakes to provide, BRETTHAUER with the corresponding safety certificate for deliveries corresponding to the provisions of Reg. (EC) No. 1907/2006 in the applicable version.

(2) The agent also undertakes to unrequested provide BRETTHAUER with the information required under Art. 32 of this regulation.

(3) For technical equipment the law of technical equipment (GtA) is to be observed. The agent or third parties acting on his behalf are to provide verification that the law has been observed. Such verification can be provided through a confirmation of the part of the agent or third parties acting on his behalf or a certification from a GtA approved test centre or other appropriate manner.

Furthermore the agent is obligated to inform BRETTHAUER of any interdiction order under the terms of Sect. 5 GtA. If such an order is issued, BRETTHAUER may demand from the agent or a third party acting on his behalf to improve exchange or recall the products in its possession at its discretion. This demand is excluded when a month has passed after the agent or the supplying third party has informed BRETTHAUER of the interdiction order. This shall not affect the warranty provision in these terms and conditions or those individually agreed.

§ 16 Notification Duty, Right to Information

(1) If the agent has doubts regarding the implementation performance requested by BRETTHAUER the agent is to notify BRETTHAUER in writing without delay.

(2) If the agent should offer a product that BRETTHAUER has already purchased from him, he must irrespective of further notification duties notify of modifications when the specifications have changed in comparison to earlier or identical products.

(3) The agent shall provide BRETTHAUER with all information under the terms of Sect. 4 para. 1 Device and Product Safety Act, that applies to an evaluation of the risk to safety and health of operators of the product or third parties. Hereby the following is to be observed:

- the characteristics of the product including materials,
- packaging, instructions for its assembly installation, servicing and duration of use
- its impact on other products, insofar as use with other products is to be expected
- its performance, packaging in retail, description, warning notices, use and operating instructions and information to disposal as well as all other product-related details or information
- the user group that when using the product are at greater risk than others.

(4) The agent undertakes to expressly indicate when he delivers a substance that infringes the registration obligation under the terms of Art. 6 of Reg. (EC) No. 1907/2006 in its applicable version. The same applies when he supplies a compound in which several substances are contained that infringes the registration obligation under the terms of Art. 6 of Reg. (EC) No. 1907/2006 in its applicable version. Insofar as the agent supplies one or more substances included in Schedule XIV of Reg. (EC) No. 1907/2006 in its applicable version, he shall inform BRETTHAUER expressly in writing in accordance with Art. 56 Reg. (EC) Nr. 1907/2006 in its applicable version, which permits the distribution of the substance.

(5) Insofar as the agent advises against the use of a substance, this is to do so in a clearly marked written notification.

(6) Insofar as BRETTHAUER is obligated to compile a substance safety report on the grounds of Art. 37 (EC) No. 1907/2006 in its applicable version and therefore requires information from the agent regarding the delivered substances, the agent is obligated to issue the requested information within 30 days of receipt of the request.

§ 17 Place of Performance and Legal Venue

- (1) Insofar as not otherwise expressly agreed, the place of performance for delivery obligations is the delivery address or operating site stipulated by BRETTHAUER; for all other obligations of both parties, Dillenburg.
- (2) Legal venue is Dillenburg. BRETTHAUER can however initiate legal action against the agent at the court competent for his domicile.

§ 18 Insolvency, Significant Change of Circumstances

- (1) In the event that agent ceases payment or insolvency proceedings are applied for on his assets BRETTHAUER has the right to withdraw from the contract in full or in part. If termination is on the grounds of a breach of contract on the part of the agent, the performance fulfilled to this point shall only be paid at the contractual prices insofar as they could or can be used by BRETTHAUER for the intended purpose. Damages incurred by BRETTHAUER shall be considered in the invoice.
- (2) If a significant change in the legal structure, management, holding relationships or the financial circumstances of the agent is implemented that are adequate to have a significant negative impact on the fulfilment of the contract, BRETTHAUER has the right without incurring costs to withdraw its order.
- (3) In the event that the holding relationship at the agent changes, BRETTHAUER has the right to negotiate with the agent regarding the further performance of the contract.

§ 19 Partial Invalidity, Applicable Law, International Business Transactions

- (1) In the event that individual provisions or parts of provisions of these terms and conditions should be or become invalid or inexecutable or these are declared invalid either in part or in full on the grounds of an official or legal decision, the validity of the remaining provisions shall hereby insofar as legally admissible remain unaffected. The invalid or inexecutable provision shall be replaced with one that most closely achieves the economic intentions of the parties.
- (2) The contractual relationship between the parties is exclusively subject to German law under exclusion of the conflicting regulations under international private law and the UN Convention on the International Sale of Goods (UN CSIG).
- (3) The interpretation of commercial clauses is in the event of dispute regulated by the INCOTERMS in its applicable version.
- (4) Contractual language is German. Insofar as the contract partner also speaks another language, the German version shall assume priority.

§ 20 Miscellaneous

- (1) Offsetting or the exercising of a right to retention on the part of the agent are not permitted unless claims have been legally established. Equally not permitted is the assignment of claims against BRETTHAUER to third parties. In the event of factoring BRETTHAUER may grant an exception. This is however only effective when issued in writing.
- (2) The agent is not entitled without the prior written permission of BRETTHAUER to assign the contract or essential parts of the contract to a third party.
- (3) Invoicing between BRETTHAUER and the agent may, insofar as agreed, occur through a credit procedure. Information is obtainable from BRETTHAUER.
- (4) Personal data that are collected in conjunction with this contractual relationship shall be stored for the purpose of data processing (Sect. 26 Federal Data Protection Act).