

GENERAL TERMS OF PURCHASING of Wieland Electric GmbH and its affiliates

§1 Scope of application

1. **The general terms of purchasing (hereinafter “Purchasing Terms”) apply to all agreements between the Supplier and Wieland Electric GmbH into which the latter enters as buyer, customer or client for the purpose of**

- purchasing products (including but not limited to raw materials and merchandise) and software;
- ordering work or labor;
- ordering any services related thereto; or
- ordering independent services

(hereinafter “Objects of Delivery”) with the Supplier. The Purchasing Terms further apply to all agreements between the Supplier and enterprises affiliated with Wieland within the meaning of §§ 15 et seqq. of the Stock Corporation Act (Aktiengesetz - AktG) (hereinafter “Wieland”) insofar as the affiliates invoke the Purchasing Terms when executing a contract. As a rule, a contractual relationship is entered into only with the contracting Wieland entity. Only the contracting Wieland entity is subject to the obligations flowing from the business relationship.

2. The Purchasing Terms only govern businesses (§ 14 of the Civil Code (Bürgerliches Gesetzbuch - BGB), public law legal entities or special funds under public law within the meaning of § 310 (1) sentence 1 of the Civil Code.

3. **The Purchasing Terms apply exclusively. The Supplier’s deviating, opposing or supplemental general terms and conditions do not apply even if Wieland does not specifically object to their applicability in a given instance. Accordingly, Wieland’s acceptance of order confirmations or deliveries without reservation must not be construed as its recognition of such terms.**

4. **By effecting delivery or performance (hereinafter collectively “Delivery”) in accordance with the Purchasing Terms, the Supplier recognizes the exclusive applicability hereof for any ensuing order or contract with Wieland.**

5. Such legally relevant declarations and notices as the Supplier may have to give vis-à-vis Wieland following the execution of a contract (e.g., setting deadlines) must be made in text form (e.g., email or facsimile).

6. Incoterms®, as referenced in the Purchasing Terms, apply as amended.

§2 Orders, contractual components

1. Orders and delivery call-offs as well as changes and amendments to the same must be made in text form (e.g., email or facsimile). If Wieland entered into a master agreement for the electronic exchange of data (**Electronic Data Interchange “EDI”) with the Supplier, and for as long as such agreement remains in effect, contracts are executed using the EDI platform pursuant to the provisions agreed in the master agreement.**

2. Wieland is bound by orders for a period of fourteen (14) days from the order date unless otherwise agreed. A belated order confirmation is deemed to constitute a new offer subject to **Wieland’s acceptance.**

3. **Absent the Supplier’s written objection, delivery call-offs become binding seven (7) days from the date of delivery call-off, at the latest.**

4. **The Supplier’s order confirmation must include, among other things, the price, discount, binding delivery date as well as any and all numbers and characters of Wieland’s order.**

5. A contract is composed of the following elements, in the order set out below:

- order, including attachments;
- record of negotiation, including attachments;
- Terms of Purchasing;
- quality-assurance agreement pursuant to Section 11;
- delivery conditions pursuant to Section 3 (1);
- **Supplier’s order confirmation; and**
- applicable provisions of the Civil Code and the Commercial Code (Bürgerliches Gesetzbuch - BGB, Handelsgesetzbuch - HGB).

In cases of conflict between or among individual contractual components, the order of priority matches the foregoing order.

§3 Delivery, default of delivery, Force Majeure

1. **The Supplier is obligated to observe Wieland’s general terms of delivery (hereinafter “Delivery Terms”), which are available for perusal under**

[Purchasing - Purchasing & Quality - Company - Wieland Corporate \(wieland-electric.com\).](https://www.wieland-electric.com)

2. The delivery deadlines set forth in orders are binding in nature. If no delivery period is specified in the order or otherwise agreed, it equals four (4) weeks from the execution of the underlying contract.

3. Wieland may postpone the agreed delivery dates by up to a total of six (6) months, provided that Wieland informs the Supplier of this by unilateral notification at least four (4) weeks before the agreed delivery date, can prove an objective reason for the postponement and the Supplier does not incur any significant additional costs as a result. An objective reason for the postponement exists in particular if a customer requests Wieland to postpone the delivery date or if the customer does not accept the ordered goods due to a withdrawal from the contract.

4. Deliveries are deemed to be timely if they are received on or before the applicable deadline at the destination / delivery site designated by Wieland (DDP Incoterms®); for deliveries entailing installation or assembly, **Wieland’s acceptance marks the relevant point in time.** Unless otherwise agreed in text form (e.g., letter, email or facsimile), Delivery is to be made at the registered offices of the contracting Wieland entity (DDP Incoterms®). A given destination / delivery site is also the place for performance for any remedial action (i.e., debt is to be discharged there).

5. The Supplier is in default as soon as it has missed a binding delivery deadline; there is no need for a reminder. Irrespective thereof, the Supplier is obligated to promptly notify Wieland in writing in the event that it will likely be unable to meet agreed delivery deadlines. However, doing so does not release the Supplier from its obligation to observe agreed delivery deadlines. If the Supplier is unable to meet agreed delivery deadlines using the means of transportation of its choice, it must switch to another means of transportation at its own expense, provided that doing so is appropriate and expedient.

6. **In cases of the Supplier’s default of delivery, Wieland is entitled to demand payment of a contractual penalty for each full business day of default of delivery at a rate of 0.25 % of the relevant net order value – in a total amount not to exceed 5 % of the net order value of such Objects of Delivery as may be supplied belatedly. Wieland may assert a claim for payment of the contractual penalty even if it fails to reserves its right to do so at the time of its acceptance of Delivery or remedial performance, provided that it expresses such reservation prior to the final payment.**

7. Neither the present agreement on contractual penalties nor the assertion of any related claim affects the contractual and legal claims and rights to which Wieland is entitled on account of default. The amount of default damages to be covered by the Supplier is to be adjusted by the contractual penalty.

8. **The Supplier’s shipping papers and delivery notes must indicate any and all numbers and characters of Wieland’s order; if they do not, Wieland is not responsible for any resulting delay in processing.**

9. Wieland bears the costs of shipping insurance only if Wieland insisted on such insurance coverage for the Supplier.

10. In cases of Force Majeure (i.e., unforeseen circumstances and events that occur through no fault of either party and could not have been averted even with the diligence of a prudent businessman) including labor disputes, war, fire, obstacles to transportation, raw material shortages, import or export restrictions, official measures, pandemics, epidemics or other breakdowns, the contracting party affected thereby is released from the obligations incumbent upon it for the length and the extent of the impact. The affected contracting party will immediately notify the other contracting party of both the beginning and the end of Force Majeure and must use its best efforts to offset and mitigate its impact to the extent possible. The contracting parties will coordinate the next steps upon the occurrence of Force Majeure. Irrespective thereof, each contracting party is entitled to rescind any affected order if Force Majeure persists for more than twelve (12) weeks beyond the agreed delivery date.

11. **Either contracting party may terminate service contracts in writing on one month’s notice with effect at month’s end. The right to terminate for cause is not affected.**

§4 Passage of risk, acceptance, transfer of title

1. Unless otherwise agreed, the risk as to accidental demise passes upon delivery at the registered offices of the contracting Wieland entity in question (DDP Incoterms®).
2. Insofar as acceptance has been agreed, it marks the time when such risk is transferred. In all other respects, too, acceptance is subject to the applicable provisions of the law governing contracts for work and labor. Wieland must formally accept work and labor, and the Supplier must provide Wieland with written notice of its readiness for acceptance in due time. Unless otherwise agreed in writing, acceptance takes place at **Wieland's registered offices**. There is no conclusive or notional acceptance.
3. The title passes to Wieland upon delivery or acceptance without regard to payment for the Object of Delivery.

§5 Rights to use standard software

1. Wieland is entitled to a non-exclusive, transferable right to make use of purchased standard software in unaltered form, in a manner consistent with the agreed use and on the devices for which it is intended in perpetuity and throughout the world. With regard to the type and number of authorized users (so-called clients), the software's use must conform to the licenses acquired by Wieland. Wieland may make a copy of each software product for back-up purposes.
2. Wieland may use the standard software on each hardware device at its disposal.
3. Wieland may duplicate the standard software insofar as such duplication is necessary for the use of the standard software. Necessary duplications also encompass transferring the software from the original medium to the mass memory of any hardware used as well as opening it in the random access memory.
4. Especially for purposes of troubleshooting, Wieland may decompile the program code into other code forms and otherwise reverse-engineer the **standard software's** various production stages – e.g., adapting the program for its own use.
5. In all other respects, the number of licenses as well as the type and scope of use are **determined on the basis of the Supplier's offer of a contract** underlying the order, the order confirmation Wieland issued in response thereto and the product specifications, along with such individual contractual arrangements as the parties may have made.
6. Wieland is entitled to decompile and duplicate the standard software insofar as doing so is necessary in order to render the software interoperable with other programs.
7. Wieland may permanently sell, gift or lease the standard software, including the manual and other accompanying materials, to third parties, as well as provide it for download or make it accessible to the public and copy the standard software to the extent required for such purpose, provided that the number of simultaneously used licenses does not exceed the number of purchased licenses.
8. Wieland is entitled to sublicense the rights pursuant to this Section to affiliated enterprises within the meaning of § 15 of the German Stock Corporation Act (Aktiengesetz - AktG), along with distributions and other third parties acting on its behalf.
9. All of the sublicenses granted to Wieland must offer adequate protection **for the Supplier's intellectual property in the standard software** by employing the very contractual provisions Wieland uses to protect its own intellectual property.
10. For purposes of the creation of individual software, the parties will enter into separate agreements.

§6 Prices, invoicing and payments

1. The price stated in the order is binding in nature and, unless otherwise agreed, expressed in EUR (DDP Incoterms®). All prices are deemed to include statutory sales tax if such tax is not stated separately. Unless agreed otherwise, the price encompasses all ancillary costs, including shipping, proper packaging, insurance and other costs, along with installation, import / export duties and all related fees.
2. Invoices are to be created immediately upon Delivery. Specifically, the **Supplier's invoice must indicate any and all numbers and characters of Wieland's order; if they do not, Wieland is not responsible for any resulting delay in payment**. If Wieland entered into a master agreement for the electronic exchange of data with the Supplier, and for as long as such

agreement remains in effect, invoices are issued using the EDI platform pursuant to the provisions agreed in the master agreement.

3. Payment is made subject to a 3% discount within 14 days of Delivery in full (and, where applicable, acceptance as agreed) as well as receipt of a proper invoice, or in full within 60 days.
4. Wieland owes no maturity interest. Default of payment is subject to applicable legal provisions.
5. Payments do not signify acceptance of Deliveries as consistent with the underlying contract.
6. Wieland holds rights of set-off and retention and may avail itself of the defense of non-performance to the extent provided by law. Specifically, Wieland is entitled to withhold payments due so long as Wieland remains entitled to claims against the Supplier under incomplete or defective Deliveries.
7. The Supplier may only set off undisputed or effectively established **claims of its own against Wieland's claims**. **The Supplier holds a right of set-off** when asserting counter-claims from the same contractual relationship.

§7 Copyright, retention of title

1. Wieland retains property rights and copyrights to all records (e.g., documents, plans, drawings, calculations, depictions, patterns, samples, models, designs and similar items) as well as electronic copies thereof, along with such confidential concepts, ideas, tools and materials as Wieland may have paid for or provided to the Supplier. Records of this nature must not be provided or otherwise made available for third-party use and are to be returned to Wieland – or destroyed or erased, as coordinated with Wieland – upon request or following the completion of the contract, at the latest. Such destruction or erasure is to be confirmed to Wieland. No rights of retention may be asserted. Insofar as such erasure would require a disproportionate technical effort (e.g., erasing back-up copies), the Supplier must secure such records in a manner that rules out unauthorized access and use. Records of this nature may be duplicated only to the extent required for business purposes and permitted under copyright law.
2. The materials set forth in Section 7 (1), which Wieland provides to the Supplier, are to be stored separately and must be adequately insured against destruction and loss at the Supplier's expense unless and until they are processed. Insofar as the Supplier processes, blends or combines materials so provided (further processing), it does so **on Wieland's behalf**. The same applies to any instance of further processing of Objects of Delivery by Wieland.

§8 Confidentiality, data processing and data storage

1. **The Supplier will hold in confidence and must not disclose Wieland's** business secrets within the meaning of § 2 no. 1 of the Law on the Protection of Trade Secrets (Gesetz zum Schutz von Geschäftsgeheimnissen - GeschGehG), including but not limited to such sensitive data of a business, legal, tax or technical nature (collectively **"Confidential Information"**) **as may have been entrusted or otherwise** become known to it irrespective of whether they were expressly designated as confidential. Information are not confidential in nature if they were: known or accessible to the public prior to being communicated or provided to the Supplier – or if they become known or accessible to the public thereafter through no breach of a duty of confidentiality; demonstrably known to the Supplier prior to disclosure through no breach of a duty of confidentiality; generated by the Supplier itself through no use of or **reference to Wieland's Confidential Information; or provided or made** accessible to the Supplier by a third party authorized to do so through no breach of a duty of confidentiality. This duty survives the discontinuation of a given business relationship for a period of five (5) years. The content of a given contract, too, falls under such duty of confidentiality.
2. The Supplier is not entitled to use, exploit or appropriate Confidential Information for its own or purposes other than those contractually agreed between Wieland and the Supplier. Especially with regard to products and items, the Supplier must not obtain Confidential Information by way of reverse engineering (i.e., observing, examining, recompiling or testing).
3. The Supplier may disclose Confidential Information internally only to the individuals and the extent necessary (need-to-know principle). Specifically, the Supplier may make Confidential Information accessible only to staff bound by a duty of confidentiality and advisors bound by professional

secrecy, and only to the extent that they are tasked with contractual relations with Wieland and reasonably require such information. The staff in question must be instructed about this agreement. The Supplier will take all necessary actions to ensure that the individuals to whom Confidential Information are disclosed or made accessible will handle them in the very manner the Supplier is obligated to adopt.

4. The Supplier will protect the Confidential Information against unauthorized third-party access also by means of adequate measures as regards confidentiality, and it will observe legal and contractual provisions on data protection when processing Confidential Information. This further includes technical safeguards adapted to reflect the state of the art (Art. 32 of the General Data Protection Regulation (GDPR)) as well as holding staff to the duty of confidentiality and data protection (Art. 28 (3)(b) GDPR).

5. In the event that the Supplier breaches the aforementioned duties of confidentiality either intentionally or negligently, it undertakes to pay an **adequate contractual penalty in an amount to be set in Wieland's equitable discretion** and to be reviewed by the competent court in case of dispute. The amount of the contractual penalty payable in a given case specifically reflects the degree of confidentiality of the business secret or other Confidential Information in question as well as the number of individuals to whom they were disclosed in breach of the duty of confidentiality.

6. The Supplier processes personal data in accordance with the provisions of the **EU's General Data Protection Regulation (Regulation (EU) 2016/679 of the European Union (GDPR))** as well as other applicable data-protection provisions, including but not limited to the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG). Any and all data are held in confidence. For details, see the separate privacy notice under <https://www.wieland-electric.com/en/data-privacy-statement/>, which contains a detailed overview of the processing of personal data.

§9 Warranty, software updates

1. Warranties are subject to applicable law unless provided otherwise below.
2. **In the event of defective Delivery, the Supplier will, at Wieland's option,** either remove the defects or supply a substitute free from defects. In such a case, the Supplier bears the costs and risk associated with any measure needed for purposes of remedial performance (e.g., return shipments, transportation or (de-)installation).
3. In the event that the Supplier does not complete remedial performance by a reasonable deadline to be set by Wieland, Wieland is entitled to
 - rescind the contract either wholly or in part without compensation,
 - demand abatement
 - see to remedial performance or replacement itself or have a third party do so or
 - demand damages in lieu of performance.

Wieland expressly reserves the right to assert claims for damages in addition to performance.

4. The rights set forth in Section 9 (3) may be asserted without notice in the event that Wieland has a special interest in immediate rectification to avert its own default or for other urgent reasons, which is why calling on the Supplier to remove the defect in question by a reasonable deadline would place an unreasonable burden on Wieland. Applicable legal provisions on the dispensability of setting such deadline are not affected.

5. Such product specifications as may be part of a given contract, especially as a product of being stated or referenced in the order, or as may be incorporated herein in the same way as the Purchasing Terms constitute an agreement as to quality. For this purpose, it makes no difference whether such product specifications originated with Wieland, the Supplier or the manufacturer.

6. The Supplier warrants that the Objects of Delivery and their use do not infringe third-party property rights.

7. With respect to Objects of Delivery ordered together with software, the Supplier undertakes to provide regular updates for a period of 24 months.

8. The commercial duties to examine and report defects are subject to applicable legal provisions (§§ 377, 381 of the Commercial Code (Handelsgesetzbuch - HGB) **as well as the following proviso: Wieland's duty to examine is limited to defects readily apparent during a visual inspection of incoming goods, including shipping papers (e.g., damages sustained in transit, wrong or inadequate Delivery), or on the occasion of random tests**

conducted for purposes of quality control. Insofar as acceptance has been agreed or a service has been ordered, the duty to examine is excluded altogether. In all other respects, what matters is the extent to which an examination is sensible in the regular course of business and given the circumstances of a given case. With respect to defects discovered at a later point in time, the duty to report is not affected. Without prejudice to the duty to examine, a complaint (notice of defect) is deemed to have been lodged without delay and in time so long as it was dispatched within seven (7) business days of discovery or, in cases of readily apparent defects, of Delivery.

§10 Liability, insurance

1. **The Supplier's liability conforms to applicable legal provisions. Wieland does not recognize exclusions or limitations of liability regardless of type or content.** This also applies in cases of violations of non-essential contractual obligations or liability for vicarious agents as well as any instance in which liability is capped or qualified to include only certain damages, or where the statutory period of limitation is shortened.

2. In the event that Wieland is subject to claims under product / manufacturer liability, the Supplier must indemnify Wieland against third-party claims insofar as the cause of such claims is found within the **Supplier's sphere of control and organization, and the Supplier itself bears liability in external relations.** Insofar as the cause of damage lies within the **Supplier's sphere of responsibility, it bears the burden of proof to such extent.**

3. As part of its liability, the Supplier is further obligated in cases of product liability to reimburse Wieland for the cost of such measures as Wieland may have to adopt with a view to preventing product liability damages (e.g., recall campaign) to a reasonable and needed degree. The Supplier will be apprised of the nature and scope of such measures, and given opportunity to weigh in, to the extent possible and reasonable. If due to potential injuries to body, life and health of third parties, a product is to be recalled, or such recall is ordered by the authorities, the Supplier must reimburse Wieland for any resulting necessary costs. Such other claims as may be provided by law are not affected.

4. The Supplier undertakes to maintain adequate insurance coverage with a liability sum of no less than EUR 10 million per damaging event for product-liability claims. Upon request, the Supplier must furnish Wieland with a certificate of insurance as proof of coverage.

§11 Compliance

1. The parties are committed to a value-oriented, corruption-free business world. They undertake to refrain from criminal acts and to take all necessary measures to avoid them and to comply with statutory provisions.

2. When selecting suppliers and assessing new and existing supplier relationships, compliance with human rights, environmental protection, labor and social standards as well as anti-corruption and anti-discrimination requirements are particularly relevant for Wieland in addition to economic criteria. The supplier is therefore obliged to truthfully provide a supplier self-disclosure, if requested by Wieland, and to immediately notify any changes as well as to comply with the regulations of the Wieland Code of Conduct (CoC) (available under [Code of Conduct - About us - Company - Wieland Corporate \(wieland-electric.com\)](#)).

Furthermore, the supplier shall endeavor to commit its suppliers in accordance with the contents of this CoC. In the event of changes to the CoC compared to the status at the time of conclusion of the present contract, Wieland shall notify the supplier thereof. If the Supplier does not specify in writing any points to which it objects within a reasonable period of time, at the latest four (4) weeks after receipt of the notification, the new version of the CoC shall be deemed confirmed.

3. In the event of a serious breach of an obligation under this paragraph by the Supplier, Wieland shall be entitled to terminate the contract without notice without giving rise to any claims by the Supplier, irrespective of the legal grounds.

4. The Supplier agrees that Wieland, after consultation with the Supplier, shall be granted free access to the Supplier's production facilities and business premises in order to ascertain that the Supplier is properly fulfilling its obligations under this clause and also if there is reasonable suspicion of a breach of this clause. Wieland undertakes to make use of this

right to visit only in a relevant manner and to treat all information transmitted in the exercise of this right as confidential.

§12 Quality assurance, subcontractors

1. The Supplier will see to quality assurance of suitable type and scope that reflects the state of the art, and it must furnish Wieland with proof thereof upon request. The contracting parties will further observe the terms of an appropriate quality assurance agreement. The Supplier must notify Wieland of changes to the Object of Delivery or adjustments in the **Supplier's manufacturing processes that change the quality standards** or otherwise affect the operational safety and functionality of the Objects of Delivery, and such notification must be provided without delay and at least six months in advance. Such Objects of Delivery as Wieland may have ordered prior to its receipt of the notification must not be affected by the change or adjustment in question.

2. **Absent Wieland's prior written consent, the Supplier is not entitled to have third parties (e.g., subcontractors) assist with or carry out any Delivery it owes.**

§13 REACH Regulation / RoHS Directive

The Supplier must satisfy the requirements of the EU chemicals regulation REACH (Regulation (EC) No. 1907/2006 of 30 December 2006) as well as the **EU's RoHS Directive** (Directive 2011/65/EU – in each instance, as amended).

§14 CE marking

All Objects of Delivery that are subject to a CE marking requirement must be labeled accordingly pursuant to applicable EU law. Any and all documents needed for such marking are to be enclosed with them. By affixing the CE marking, the Supplier ensures conformity as well as compliance with all applicable legal regulations.

§15 Foreign trade law, export control

The Supplier undertakes to provide written notice along with the submission of its offer or at the time of order confirmation, at the latest, if the goods to be supplied are subject to export-control restrictions – especially under German, European or U.S. export, customs or foreign trade law – and will provide the list position(s) in question. For this purpose, the Supplier must communicate the following information and data, among others:

- export restriction pursuant to Dual-Use Regulation (as amended) or pursuant to the schedule **“Export List” of the Foreign Trade and Payments Ordinance** (Außenwirtschaftsverordnung - AWW) (if and to the extent that the Objects of Delivery are subject to the Dual-Use Regulation or the Foreign Trade and Payments Ordinance);
- the Export Control Classification Number (ECCN) pursuant to the U.S. Commerce Control List (ECCN) (if and to the extent that the Objects of Delivery are subject to the U.S. Export Administration Regulations (EAR));
- the commodity code (HS / KN code) pursuant to the current Commodity Classification for the Foreign Trade Statistics;
- the country of origin (commercial / non-preferential origin);
- (longterm) supplier declaration on preferential origin (for supplies from Germany and other EU member states) or certificates on preferences (for non-EU suppliers); and
- such other information and data as Wieland may need for import and export purposes as well as in cases of redistribution for the re-exportation of Objects of Delivery.

The Supplier shall be liable for all damages incurred by Wieland due to a breach of its obligations.

§16 Use of conflict materials

The Supplier undertakes to comply with the provisions on conflict minerals set forth in Section 1502 of the Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”) as well as **Regulation (EU) 2017/821 of 17 May 2017** laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas. In the event that conflict minerals are needed for manufacturing – or the proper functioning of – the Objects of Delivery supplied by the Supplier, the origin of such materials is to be disclosed. Upon request, the Supplier must produce the necessary documentation of the use and origin of conflict minerals in full and without delay.

§17 Minimum wage

1. The Supplier is obligated to fully comply with the Law on the Posting of Workers (Arbeitnehmerentsendegesetz - AEntG), the Minimum Wage Act (Mindestlohngesetz - MiLoG) and the Law on Temporary Work (Arbeitnehmerüberlassungsgesetz - AÜG), as amended, as well as to grant its staff, at the very least, such working conditions and minimum wage as it may be obligated to observe under the Law on the Posting of Workers, the Minimum Wage Act and the Law on Temporary Work, along with corresponding legal ordinances and/or collective agreements. Insofar as contractual performance or any part thereof is delegated to subcontractors, the Supplier is obligated to procure and monitor that the subcontractors abide by the foregoing obligations in the same way. Wieland is entitled at any time to demand that the Supplier furnish proof or a written confirmation of compliance with the foregoing obligations.

2. The Supplier holds Wieland harmless from any and all claims arising from or in connection with any violation of the obligations set forth in Section 17 (1) by the Supplier or its subcontractors.

3. In the event that the Supplier or a subcontractor violates the obligations pursuant to Section 17 (1), Wieland may terminate the contract without notice or rescind it.

§18 Spare parts

1. The Supplier is obligated to stock spare parts for the Objects of Delivery supplied to Wieland for a period of at least ten (10) years after Delivery.

2. If the Supplier intends to discontinue the production of spare parts for the Objects of Delivery supplied to Wieland, it must so inform Wieland immediately following its decision regarding such discontinuation. Subject to the preceding paragraph, the decision must predate the suspension of production by at least six (6) months.

§19 Limitation

1. The contracting parties mutual claims become time-barred pursuant to applicable legal regulations unless provided otherwise below.

2. In deviation from § 438 (1) no. 3 of the Civil Code, the general period of limitation for claims based on defect equals three (3) years from the passage of risk. Such three-year period of limitation applies accordingly to claims based on legal defects, whereas the statutory period of limitation for third-party claims in rem for restitution pursuant to § 438 (1) no. 1 of the Civil Code are not affected. Moreover, claims based on legal defect do not become time-barred at all so long as the third party may still assert the right against Wieland – especially for lack of limitation. The same applies in reference to § 634a (1) no. 1 of the Civil Code.

§20 Choice of law, legal venue, miscellaneous

1. Unless agreed otherwise, the law of the Federal Republic of Germany applies solely and to the exclusion of any conflict-of-law norm under international private law as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. Unless applicable law prescribes an exclusive legal venue, any and all current and future claims arising from business relationships with merchants are exclusively settled by the court with jurisdiction over the registered offices of the contracting Wieland entity. Irrespective of the merchant status, this is to apply even in the event that the Supplier moves its domicile or habitual residence abroad or its domicile or habitual residence are unknown at the time suit is filed. Wieland may also sue the **Supplier in the latter's court of general jurisdiction.**

3. In the event that a clause of these Purchasing Terms is or becomes ineffective, the agreement and any remaining provision hereof continue in full force and effect. The ineffective or void provision is to be replaced by a provision matching its economic intent. The same applies to loopholes.

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