

I. Scope of application, general

1. These General Purchasing Conditions apply only for the relationships of E.P. Elektro-Projekt GmbH & Co. KG (hereinafter: E.P.) with suppliers, which are companies in terms of § 310 (1) in connection with § 14 BGB (German Civil Code) or legal persons under public law and/or a special fund under public law in terms of § 310 (1) BGB; they also apply if no further reference is made to them in the individual transactions and unless explicitly otherwise agreed in writing.
2. The General Purchasing Conditions apply exclusively even if the supplier refers to differently worded or supplemental business conditions in his letter of confirmation. Deviating, opposing or supplemental general conditions of our suppliers become a component of the agreement only and to the extent as E.P. has explicitly agreed to them in writing. This requirement for consent applies in any case, for example also if we have accepted the delivery or service without reservation with knowledge of the general terms and conditions of the supplier.
3. Every amendment to these General Purchasing Conditions contained in an order confirmation, to which E.P. has not explicitly agreed, is considered to be a decline of the order. If delivery occurs nonetheless, it is considered to be consent to the General Purchasing Conditions of E.P. based on the statement above.
4. The inclusion and interpretation of these General Purchasing Conditions as well as the conclusion and interpretation of legal businesses with the supplier are exclusively regulated according to the laws of the Federal Republic of Germany. The application of the uniform laws regarding the international purchase of movable objects (UN Convention on Contracts for the International Sale of Goods) is excluded. These General Purchasing Conditions overrule all previous editions.
5. References to the application of legal regulations only have a clarifying significance. Therefore, the legal regulations apply also without such prior clarification, unless they are directly altered by our general purchasing conditions.

II. Conclusion of the Contract

1. Price proposals to E.P. are including delivery "free to the door", packaging, insurance, VAT as well as all customs and taxes unless explicitly stipulated otherwise.
2. Orders by E.P. as well as alterations or amendments to the orders require the written form.
3. Orders by E.P. are to be confirmed by the supplier without undue delay. If the confirmation is not received by E.P. within 8 days we reserve the right to revoke the order free of charge.
4. All amended or additional services of the supplier have to be ordered in writing by the purchasing division of E.P. or person authorized for this purpose. The technical personnel and/or the assembly staff of E.P. have thus far no power of representation.

III. Content of performance, processing, alterations

1. The content of services is defined by the respective individual orders. Documents, reports, ideas, drawings, models and samples and all other results occurring during the provision of service are a part of the order performance. The performance results are described in detail by way of specifications, performance description, time schedule and other documents if required. Annexures mentioned in the order are a component of the order.
2. The supplier provides his services with extreme care under observation of the latest state of science and technology, the safety regulations of the authorities and professional associations as well as own existing knowledge and experience or knowledge and experience gathered during the processing of the order. The supplier warrants the compliance with the legal regulations of the agreed technical specifications and other stipulations.
3. The supplier may only assign subcontracts with the permission of E.P., unless they concern the mere supply of saleable items. Delivery schedules are binding regarding the type and quantity of the called goods as well as their time of delivery.
4. Partial deliveries are not permitted unless explicitly agreed. Insofar E.P. is entitled to cancel the residual quantity.
5. If this is subject of the order the supplier establishes drawings, data and other documentation in accordance with the requirements, stipulations and guidelines of E.P. and its customers. In the event of uncertainties, the supplier is obligated to procure all necessary information prior to the commencement of work. IT systems and programs to be utilized for the documentation are stipulated by E.P. The supplier is obligated to procure the respective information prior to the execution of the performance.
6. Upon request by E.P. the supplier will provide details regarding the consistency of the delivery item if this is necessary to comply with official requirements domestically and abroad.
7. As long as the supplier has not fulfilled his obligations E.P. is entitled to demand alterations to the order regarding construction, design, quantity and delivery time as far as reasonable. Hereby the effects (e.g. additional- or reduced costs, delivery dates etc.) are to be regulated amicably.
8. The supplier is obligated to communicate in writing any concerns regarding the type and manner of the execution of the services and/or deliveries desired by E.P. and to suggest amendments he deems necessary to comply with the agreed specifications or legal requirements.
9. Items of delivery are to be packaged, labelled and dispatched as customary in trade. Packaging- and dispatch regulations are to be complied with. Inadmissible packaging material will be disposed of or returned at the expense of the supplier. Shipping documents such as delivery notes and packaging slips are to be included in the delivery. The delivery note has to stipulate the order number of E.P. as well as the description of the content of delivery according to type and quantity.

10. A technical description and a manual are to be included free of charge in case of devices. At the delivery of software, the scope of service particularly includes the supply of the software in source- and target program form as well as the documentation of the program development and program application; this also applies for subsequent updates in the context of a maintenance agreement.
11. The supplier is obligated to store spare parts ready for delivery for the period of the usual technical life, however at least for 10 years after the last delivery at appropriate conditions.
12. If the supplier discontinues the storing of the spare parts after the expiration of the period mentioned in section 11 or the supply of the delivery item during this term, the principal is to be provided with an opportunity for a last order.

IV. Prices, scope of delivery and/or -performance

1. The agreed prices are fixed prices and apply free delivery to the place of receipt stipulated by E.P. including packaging and all incidental costs. If nothing has been agreed the place of delivery is the company seat of E.P.
2. All services necessary for the flawless delivery and/or the flawless manufacturing- and assembly process are also included in the supplier's scope of service, if they are not explicitly stipulated in the contract.
3. A claim for remuneration for altered or additional services, regardless of the legal reason, is excluded if the supplier has not announced his increased claim for remuneration prior to the execution. The announcement may be unnecessary in individual cases according to good faith, e.g. because the remuneration claim is obvious or it is an urgent case. Remuneration claims for extra- and reduced performances are to be considered in case of altered performances. For the remainder a possible claim for remuneration is determined according to the price bases of the contractual performance.
4. If material necessary for the provision of the supplier's performance is supplied or provided by E.P., the performance of the supplier also comprises the unloading of the lorry as well as the transport from the storage area of the parts to the place of assembly. The documentation customary for the trade is included in the scope of performance in case of installations, maintenance and assembly.
5. If research, constructions, developments, drafts or similar services are subject of the order the supplier is obligated to hand over to E.P. all results, in particular construction- and manufacturing drawings as well as documentation, manuals etc.

V. Performance deadlines, default and exclusion of period of performance, contractual penalty

1. Agreed deadlines and terms are binding. The deadlines stipulated in the orders of E.P. are dates of receipt of delivery and/or performance result deadlines. Prior deliveries are only permissible with the written consent of E.P. The hand-over of the total performance according to the contract is decisive for the compliance with the delivery deadline or the delivery term. If "free works" or "free place of application" is not agreed, the supplier has to provide the services under observation of the usual time for transport or transfer.
2. Delivery terms commence with the date of order.
3. If the supplier does not comply with a delivery deadline E.P. is entitled at its discretion without providing a grace period to demand subsequent delivery or compensation in- stead of the service due to services which were not provided or not provided as owed or to withdraw from the contract.
4. If the supplier is in default E.P. is entitled to demand a contractual penalty in the amount of 1% of the order value per commenced week of default, however a maximum of 5% of the order value notwithstanding further compensation claims and un-less otherwise agreed. The reservation of the contractual penalty according to § 341 (3) BGB may be asserted by E.P. up to the final payment for the underlying contractual relationship, however at least within 14 days following the acceptance of the performance. The default penalty is to be offset against actually incurred and asserted de- fault damage. The right of demanding the payment of the agreed contractual penalty is not forfeited by the fact that the contractual penalty was not explicitly reserved at the acceptance of the delayed delivery.
5. If doubts exist regarding the supplier's ability or willingness to deliver prior of after the due date, in particular because the supplier has already announced that he is not able or willing to perform in time and if E.P. has urgent interests in a clarification, E.P. may set a deadline for the supplier prior or after the due date to declare his ability or willingness to perform and demand proof if appropriate. Following the unsuccessful expiration of the term E.P. may withdraw from the contract according to § 323 BGB and/or demand compensation and/or compensation instead of the performance according to §§ 280, 281 BGB. Further claims remain unaffected.
6. Circumstances of force majeure will only exempt the supplier if he has notified E.P. in writing regarding the circumstances of the force majeure immediately upon gaining knowledge under stipulation of the precise circumstances and anticipated duration of the transgression of deadline. An exemption is furthermore subject to the supplier having no appropriate opportunity to procure a replacement.

VI. Direct delivery, compliance with accident prevention- and factory specifications, force majeure in case of acceptance of performance

1. A neutral delivery note is to be used in case of a direct delivery to customers of E.P. and a dispatch note signed by the carrier transmitted to E.P. for auditing purposes.
2. At deliveries and the provision of services the supplier is exclusively responsible for the compliance with the accident prevention regulations. Respectively required safety devices as well as instructions of the manufacturer are to be included free of charge.
3. The supplier is responsible for the compliance with all accident prevention regulations as well as the adherence and compliance with all factory specifications of an E.P. customer, which were made known to him or any other regulations, which were made known to him during installation- and assembly work at

customers of E.P. or E.P. itself. The supplier has to make his own enquiries regarding the content of the regulations made known to him.

- Industrial disputes, official interventions, disruptions of operation, material procure-mentor energy supply difficulties or otherwise unforeseeable, extraordinary, unavoidable circumstances or circumstances arising through no fault of E.P., regardless in each case whether these circumstances occur at E.P. or at third parties (e.g. a customer of E.P.), insofar exempt E.P. from the acceptance of the delivery and/or acceptance of the service for their duration. E.P. has to inform the supplier regarding the occurrence and the anticipated duration of such circumstances without undue delay. In so far as the fulfilment of the contract becomes impossible or economically no longer feasible for E.P. due to these circumstances, E.P. may withdraw from the contract and/or termi-

Invoice- and receipt of goods	less three (3) per-cent discount	net
by the 15. of a month	on the 25. of the same month	on the 10. of the following month
by the 31. of a month	on the 10. of the following month	on the 25. of the following month

nate the contract without notice. The claims of the supplier regarding the performances provided up to the notice are subject to § 645 (1) sentence 1 BGB analogously; further claims of the supplier are excluded. The legal rights of E.P. remain unaffected.

VII. Invoicing, payment conditions, assignment of claim

- The invoice is to be sent to E.P. in single copy upon the dispatch of the goods. The invoice may not be included in the delivery under any circumstances. All order data is to be stipulated in the invoice. Partial invoices are only possible if respective partial deliveries were agreed upon.
- The payment occurs according to the following modalities:
The claim to the remuneration is due and payable after receipt of the goods and receipt of the invoice of the supplier at the earliest. The payment term commences with the receipt of the invoice, however at the earliest with the acceptance of the delivery and/or acceptance of the service and not prior to the receipt of an agreed security. The crucial date of the payment is the day, at which the bank authorized by E.P. has received the transferred amount or at which the cheque was dispatched.
- Payments do not constitute the approval of the delivery or service as being according to the contract. In case of faulty or incomplete deliveries or services, irrespective of its other rights, E.P. is entitled to withhold payments from claims resulting from the business relationship up to the proper fulfilment at the appropriate extent and also after this time deduct a discount for the retained amount according to item 2 sentence 1.
- Deposits and instalments on the part of E.P. require a special agreement and are to be secured by the supplier in advance through an unlimited directly enforceable guarantee. The guarantee has to be subject to the laws of the Federal Republic of Germany and stipulate the court responsible for the registered business address of E.P. as the exclusive place of jurisdiction. For the remainder § 239 BGB applies.
- E.P. is not in default of payment because it does not perform within 30 days from the due date and receipt of an invoice or equivalent payment compilation. If the point in time of receipt of the invoice or payment compilation is uncertain, E.P. is also not in default of payment because it has not performed at the latest 30 days from the due date and receipt of the delivery.
- The supplier is not entitled to assign his claims against E.P. to third parties or to have them collected by third parties. Exceptions to this regulation require the explicit written permission of E.P.

VIII. Safety, environmental protection

- The deliveries and services have to comply with the legal regulations, in particular the safety- and environmental protection regulations including the ordinance regarding hazardous goods, the Electrical Equipment Act and the safety recommendations of the responsible German technical committees or technical associations, e.g. VDE, VDI, DIN. Relevant certificates, test certificates and verifications are to be included free of charge and unsolicited.
- The supplier is obligated to determine and comply with the current status of relevant guidelines and laws for his components regarding material limitations. The supplier is furthermore obligated to omit the use of prohibited material. Goods to be avoided and hazardous goods according to the applicable laws and guidelines are to be stipulated by the supplier in the specifications. If applicable, the safety data sheets are to be provided with the offers and at the respective first delivery together with the delivery note (at least in German or English). References regarding transgressions of material limitation and deliveries of prohibited substances are to be reported to E.P. without undue delay.
- Ozone-depleting materials such as FCKW/CFC, carbon tetrachloride, 1.1.1-trichloroethane may not be used for the manufacturing of the goods and packaging supplied to E.P.

IX. Law and human rights

The supplier undertakes to comply with national and international laws and regulations. The supplier shall ensure respect for human rights and, in particular, respect for human dignity. The supplier shall not tolerate discrimination based on skin colour, sex, religion, age, nationality, social and ethnic origin, disability, personal stance, sexual orientation or political or trade union activity.

X. Labour standards

E.P. rejects any form of slavery or forced labour, as well as child labour, and expects this also from his suppliers. The minimum age for admission to employment in accordance with the applicable state regulations shall be observed by the supplier. The supplier respects the freedom of association as well as the right to form interest groups. Thus, within national laws and regulations, he grants his

employees the right to defend their interests. E.P. requests from its suppliers that they are aware of their social responsibility towards their employees and that their remuneration and working hours are fair and appropriate. The supplier supports the qualification of its employees in order to ensure a high level of performance.

XI. Responsible raw material procurement

The supplier shall support any efforts to ensure responsible resource procurement. It is about avoiding the procurement and use of raw materials obtained illegally or through ethically reprehensible or unacceptable measures (conflict minerals). In order to exclude such procurement in the future and to identify possible conflict minerals in manufactured products in the supply chain, the supplier is obliged to take precautions to reveal the source or source of its resources.

XII. Prohibition of corruption

Corruption is prohibited by international conventions and national laws. Neither with his employees nor with his suppliers E.P. tolerates any form of bribery or business conduct, which could create the impression of undue influence or impact. In the business relationship with E.P., the supplier undertakes not to offer third parties any advantages of any kind directly or indirectly, or to provide themselves or others directly or indirect advantages. Nor does it allow itself to be promised any advantages which constitute an unlawful act according to the applicable anti-corruption laws. E.P. expects its suppliers not to tolerate any form of unlawful subsidies, particularly in business dealings with officials and authorities in Germany and abroad.

XIII. Import- and export regulations, customs

- The supplier has to declare the EU VAT identification number for deliveries and services, which occur from a member state of the EU outside of Germany.
- In the context of the regulation (EU) No. 1207 / 2001 the supplier is obligated to provide the required declarations and information, to permit verifications by the customs authorities and to procure the necessary official confirmation at his expense.
- In his order confirmation or invoice the supplier has to identify items subject to export permits or subject to the US-re-export regulations.
- Imported goods are to be delivered duty paid.

XIV. Embargo measures

The supplier is obliged to comply with the current embargo measures. The supplier will notify E.P. immediately if a delivery / service is wholly or partly subject to export restrictions pursuant to German foreign trade law, EC regulations or other international embargo and export regulations. Embargoes are arranged for reasons of foreign or security policy and restrict freedom in foreign trade to certain countries. For further information and the current list of embargoes, please visit: https://www.bafa.de/SharedDocs/Downloads/EN/Foreign_Trade/afk_information_leaflet_foreign_trade_embargo_countries.html

XV. Fight against terrorism

In addition to embargoes directed against certain countries, there are also restrictive measures to combat terrorism, i.e. so-called personal, country-independent embargoes. These measures, in particular financial sanctions, are directed against individual persons, institutions or organizations. The current country-independent embargo measures to fight against terrorism can be found at No. XIV of this document.

XVI. Transfer of risk, proprietorship, usage rights

- Regardless of the agreed pricing the risk is transferred to E.P. at delivery without installation or assembly at the receipt at the place of delivery stipulated on the order or in any other way conveyed, and at delivery with installation or assembly upon the successful conclusion of the acceptance. Neither the start-up nor the usage replaces the acceptance declaration of E.P.
- The proprietorship of the supplied goods is transferred to E.P. immediately upon payment.
- All objects, in particular models, tools, samples, drawings, plans and documents of any kind which were provided to the supplier remain the property of E.P. The supplier has to keep such objects secret and surrender them to E.P. free of charge upon request at any time. The supplier may neither allow third parties to view these objects nor provide access to these objects in any other manner, or copy them or use them for his own purposes.
- The same applies for moulds, tools or similar devices or aids for the manufacture of the subject of delivery, which are produced according to such documentation or established fully or partially at the expense of E.P. Alterations hereto may only be performed with the consent of E.P. It is agreed that the above-mentioned objects become the property of E.P. (upon payment if remuneration is agreed upon) and that these objects are stored for E.P. correctly and free of charge. If E.P. has paid for the mentioned objects prior to completion, E.P. obtains ownership of the semi-finished product according to the above regulation.
- The supplier is obligated to insure the objects mentioned under item 3. and 4. and belonging to E.P. against material damages, loss, etc.
- In cases of item IV. 5 E.P. has the exclusive, in time and space unlimited right to use the results in any manner. If relevant, E.P. is entitled to register proprietary rights. In as far as the supplier uses standard software for his deliveries and services, E.P. has a non-exclusive, in time and space unlimited right to use this software at least within the limits of the law. E.P. is particularly entitled to use such software not limited to individual systems and to grant their customers the simple usage rights to the software.
- If improvements occur at the supplier in connection with the order E.P. has a free, non-exclusive usage right to the commercial utilisation of the improvement and any proprietary rights herein.

XVII. Examination- and - requirement to give notice of defects, inspection expenses

- An incoming goods inspection by E.P. only occurs in terms of externally recognizable damages and externally recognizable deviations to identity and quantity. Such obvious defects will be objected to immediately. E.P. furthermore reserves the right to conduct a further incoming inspection. E.P. will furthermore object

to defects as soon as they are detected according to the conditions of the proper business process.

2. The time for claims for any kind of defects is also complied with and the objection is immediate in terms of item 1, if 14 days have not passed since the recognition of the defect. Thus far the supplier waives the right of late notice of defect.
3. In case of complaint the supplier may be charged with the costs of the examination and the replacement delivery.
4. If E.P. returns the defect goods to the supplier, E.P. is entitled to re-debit the supplier with the invoice amount - plus an administration fee of 5% of the contract price of the defect goods, however a maximum of 250 Euro per return. E.P. reserves the right to provide proof of greater expenses. The supplier reserves the right to the proof of lesser or no expenses.
5. The values determined during the incoming goods inspection are binding for sizes, weights and quantities of a delivery.

VIII. Warranty for material defects and defects of title, retention for defects

1. Defect deliveries are to be replaced by defect-free deliveries without undue delay and faulty services are to be repeated free of fault. In case of development- or construction faults E.P. is entitled to assert the rights pursuant to item 3 without undue delay.
2. A subsequent improvement of defect deliveries or faulty services requires the permission of E.P. During the time at which the object of delivery or service is not in the custody of E.P. the supplier carries the risk.
3. If the supplier does not remedy the defect also within the appropriate set time limit, E.P. may, at its choice, withdraw from the contract or reduce the remuneration and additionally respectively demand compensation.
4. In urgent cases (in particular in case of danger to the operational safety or to prevent extraordinarily great damage) for the remedy of minor damage as well as in case of the supplier being in default regarding the remedy of a defect E.P. is entitled to remedy the defect and any damages incurred thereof themselves or have it remedied by a third party without setting a deadline and at the expense of the supplier. This also applies if the supplier provides belated delivery or service and E.P. has to remedy the fault immediately to prevent its own default of delivery.
5. The warranty period for material damage is 36 months from the date of transfer of risk according to item X. The course of the warranty period is interrupted for the time commencing with the dispatch of the notice of defect by E.P. and ending with E.P.'s receipt of the defect-free supply or service. The statute of limitation of warranty claims is furthermore interrupted until one or the other party refuses negotiations or their continuation.
6. Until the expiration of the statute of limitation for its warranty claims E.P. is entitled to retention for defects in the amount of 10% of the contract price. In the event of the supplier becoming insolvent prior to the final payment to E.P., E.P. - notwithstanding further rights - is entitled to retain additional security to ensure its warranty claims in the amount of 20% of the contract price until the expiration of the statute of limitation for its warranty claims. Retention for defects and additional retention of security may be redeemed by the supplier through an unlimited, absolute bank guarantee. Item VII.4 applies accordingly.
7. For the remainder the legal rights of E.P. remain unaffected.

XIX. Assurances, guarantee

1. The supplier assures that the goods correspond with the respectively provided specifications, relevant norms and the state of technology.
2. If the supplier has to deliver or provide services according to plans, drawings or other requirements of E.P. the compliance of the delivery or service with the requirements is deemed expressly assured. If the delivery or service deviates from the requirements, E.P. is immediately entitled to the rights mentioned in item XII.3.
3. If the supplier has assumed the warranty for the quality of an object or a creation in form of an assurance, he is liable for compensation of damage including the compensation of damage instead of fulfilment according to the legal regulations. The statute of limitation is three years, calculated from discovery of the lack or non-existence of the respective quality.
4. During the warranty period the supplier forfeits the objection of belated notification regarding hidden defects.

XX. Repeated impairments of performance

If the supplier again provides essentially similar faulty or delayed deliveries or services or services of the same kind after written warning by E.P., E.P. is entitled to the immediate withdrawal. E.P.'s right of withdrawal in this case also comprises such deliveries and services, which the supplier is obligated to provide to E.P. also from this or another contractual relationship in future.

XXI. Exemption in case of material defects and defects of title

The supplier exempts E.P. from all claims with third parties - regardless of the legal reason - asserted against E.P. due to a material defect or a defect of title or any other fault pertaining to a product supplied by the supplier. In such a case the supplier has to reimburse to E.P. also all necessary costs of E.P. for legal actions pertaining hereto.

XXII. Product liability, recourse, proprietary rights of third parties

1. In as far as claims are raised by third parties against E.P. regarding product liability according to domestic or foreign law or according to any other legal regulations, the supplier is obligated to exempt E.P. from all these claims upon first request, if and in as far he is externally directly liable toward third parties.
2. If E.P., as a consequence to an event mentioned in item 1, has to conduct a product recall action E.P. will invoice the supplier with all expenses and cost incurred in this matter; the supplier is obligated to exempt E.P. here from

upon first request if he is liable according to §§ 830, 840, 426 BGB (German Civil Code). This particularly applies for any recall actions in the context of the product safety act and other measures remedying damage or preventative measures. The supplier in so far forfeits any objection regarding the statute of limitation, unless E.P. on its part is able to invoke the statute of limitation towards the claimant.

3. During the term of the contract the supplier is obligated to maintain product liability insurance with a suitable minimum cover per case of damage; E.P. is entitled to demand from the supplier a confirmation of cover from his insurance company.
4. The supplier warrants that third party rights do not oppose the intended use of the purchased goods, in particular do not infringe the proprietary rights of third parties. If claims are still made against E.P. due to a possible infringement of third-party rights, such as for example copyrights, patent- and other proprietary rights, the supplier has to indemnify E.P. and/or their customers. In case of a legal dispute the supplier has to provide legal assistance upon demand. The supplier furthermore has to compensate any damage incurred to E.P. and/or its customers due to their having trusted in the free usability of the supplied objects or services. The damage of a customer of E.P. is only to be replaced by the supplier if the customer has asserted claims against E.P.
5. Upon demand the supplier will nominate all patent applications, which he is utilising in connection with the supplied goods or services. If the supplier detects the infringement of proprietary rights or a proprietary right application, he has to inform E.P. regarding this matter unsolicited and without undue delay.

XXIII Technical documentation, tools, manufacturing equipment

1. Technical documentation, tools specifications, manufacturing equipment etc. provided by E.P. to the supplier remain the property of E.P.; also all copyrights remain with E.P. The documents mentioned in sentence 1 have to be returned to E.P. unsolicited including all produced copies immediately upon execution of the order; to this extent the supplier is not entitled to assert his right of retention. The supplier may only use the mentioned objects for the execution of the order and may not provide them to unauthorized third parties or make them available in any other way. The copying of the mentioned objects is only permissible to the extent necessary for the execution of the order.
2. If the supplier establishes the documents or objects mentioned under item 1 for E.P. completely or partially at the expense of E.P., item 1 applies accordingly, whereby E.P. acquires proportional (co-)ownership upon payment of its component of the production costs. The supplier stores these objects for E.P. free of charge; E.P. may acquire the rights of the supplier regarding the object under compensation of not yet amortized expenses and demand the surrender of the object at any time.

XXIV. Provision of material

1. Material provided by E.P. remains the property of E.P. and has to be stored by the supplier free of charge and with the care of a proper merchant separate from his other items and to be labelled as the property of E.P. It may only be used for the execution of the orders of E.P. Damage to the provided material is to be compensated by the supplier.
2. If the supplier processes or remodels the provided material, this activity occurs for E.P. E.P. hereby becomes the direct owner of the new objects created by this process. If the provided material represents only a part of the new object, E.P. is entitled to co-ownership of the new item at the ratio of the value of the object of E.P. to the other processed object at the time of processing.
3. If the object provided by E.P. is mixed with other objects not belonging to E.P., E.P. obtains co-ownership in the new object at the ratio of the value of the object provided by E.P. to the other connected objects at the time of the connection. If the connection occurs in a manner, at which the object of the supplier is to be considered the major object, it is deemed agreed that the supplier assigns proportional co-ownership to E.P.; the supplier stores the co-ownership of E.P. The above-mentioned regulations apply accordingly if the supplier mixes or connects the objects provided by E.P. with other objects.
4. The supplier will insure the objects, to which E.P. is entitled sole- or co-ownership, including the new items created through the processing, against material damage, loss etc. Insurance is to be verified upon demand.

XXV Confidentiality, data protection

1. The supplier is obligated to treat confidential and not pass on to third parties' information, which he receives from E.P. in connection with the order, unless the supplier can prove that this information was already known to him or was subsequently made known to him by an authorised third party without obligation for confidentiality or that it was commonly available or subsequently became commonly available, without the supplier being responsible. Employees of the supplier and sub-suppliers are to be obligated accordingly. Unless otherwise agreed in the order the obligation for confidentiality continues to remain in force for 5 years upon delivery or services.
2. The manufacture for third persons, the exhibition of products specifically produced for E.P., in particular according to plans, drawings or other special requirements, publications regarding the orders and services as well as the reference to this order toward third parties require the prior written consent of E.P.
3. At the quoting of references or any other publications the supplier may only mention the company or trademarks of E.P. if E.P. has provided its explicit written consent.
4. E.P. is entitled to store personal data, which are related to the business relationship of E.P. to the supplier and to transfer this data also to companies related to E.P. The supplier furthermore agrees that communicated personal data relating to the order may be processed by E.P. under observation of the legal regulations.
5. E.P. is entitled to inspect the production facility of the supplier (also in company of customers and/or buyers).

XXVI. Insolvency

E.P. is entitled to withdraw from the contract and/or terminate the contract without notice if the supplier experiences economic difficulties, in particular if application was made for the initiation of insolvency proceedings. In this case the remuneration of the supplier will be calculated according to § 645 (1) sentence 1 BGB (German Civil Code). E.P. may demand compensation including compensation instead of service due to the termination without notice. If a withdrawal or termination does not occur E.P. may retain an amount of at least 10% of the contract price as security for the contractual claims until the expiration of the contractual statute of limitation for the warranty claims.

XXVII. Place of fulfilment, place of jurisdiction and applicable law

1. Place of fulfilment is the place, at which the subject of delivery is to be delivered according to the order or at which the work performance is to be provided according to the order. If nothing has been agreed the place of fulfilment is the company seat of E.P.

2. Place of jurisdiction – also for bills and cheques - is the court factually and locally responsible for the registered business address of E.P. in Weingarten. E.P. is furthermore entitled to sue the supplier at any other legal place of jurisdiction. The same applies if the supplier does not have a general place of jurisdiction in Germany or if the place of abode or usual whereabouts is unknown at the time of the claim.

XXVIII. Severability clause

If individual conditions of these General Purchasing Conditions are or become ineffective, the effectiveness of the remaining clauses remains unaffected. The ineffective clause is to be replaced by an effective clause, which as closely as possible realizes the economic purpose of the ineffective clause. Alternatively the legal regulations replace the ineffective regulation.