Fels
SigmaRoc

General Terms and Conditions of Purchase (08/2024)

1. General, scope of application

1.1 These General Terms and Conditions of Purchase of Fels-Werke GmbH and its affiliated companies based in Germany ("**Fels**") for the purchase of goods and services ("**Terms and Conditions of Purchase**") are an integral part of all contracts for deliveries and services ("**Deliveries and Services**") between the supplier of goods or services ("**Supplier**") and Fels.

1.2 Our Terms and Conditions of Purchase shall apply in particular to contracts for the sale and/or delivery of movable goods by the Supplier ("**Goods**") irrespective of whether the Supplier manufactures the Goods itself or purchases them from suppliers. Unless otherwise agreed, the Terms and Conditions of Purchase in the version valid at the time of our order, in any case in the version last communicated to the Supplier in text form, shall also apply as a framework agreement for similar future contracts with the Supplier, without us having to refer to them separately in each individual case.

1.3 These Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall not apply unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply exclusively if we accept the supplier's delivery or service without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.

1.4 Individual agreements made with the supplier in individual cases shall take precedence over the Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or a written confirmation by Fels shall be decisive for the content of such agreements.

1.5 Our Terms and Conditions of Purchase shall only apply to entrepreneurs (§ 14 BGB [German Civil Code]), legal entities under public law or special funds under public law.

2. Offer, order, documents, use of third parties

2.1 Offers, cost estimates and other services provided by the supplier in preparation for the conclusion of the contract shall be free of charge for us and must be submitted in writing. The supplier shall be bound to its offer for two weeks. If the supplier prepares an offer based on an inquiry by us, it must adhere exactly to the specifications in the inquiry in every respect, in particular with regard to quantity and quality; it must expressly and clearly point out any deviations. Alternative offers are also welcome, provided that they are free of charge and non-binding for us; however, they must be clearly marked as such and they must show in detail what the deviation from the specifications in our inquiry consists of; otherwise, we may assume that the alternative offer also fully corresponds to our inquiry. The supplier must inform us of technically or economically more favourable options compared to our inquiry; in doing so, he must obtain information from us about the intended use and application of the items to be supplied by him or the services to be rendered by him.

2.2 All illustrations, drawings, calculations and other documents provided by us for the purpose of the inquiry remain our property; we reserve our copyrights. They must be treated as strictly confidential and must not be made accessible to or used for third parties - even after termination of the contract - without our express written consent. They are to be used exclusively for production based on our order; after or in the absence of completion of the order and in the event of premature termination of the contract, they are to be returned to us immediately without request and free of charge.

2.3 Our orders are only binding if we place them in writing. If they are expressly marked as machine-generated, they do not require a signature. In all other respects, means of telecommunication that do not transmit at least a copy or facsimile of the issuer's signature, in particular simple e-mails, are sufficient to comply with the written form requirement.

2.4 The supplier is obliged to accept our order (offer) within one week by confirmation in text form or to execute it without reservation (acceptance). If no order confirmation is issued within the one-week period and the supplier does not object within this period, our order shall be deemed to have been accepted.

2.5 The supplier must notify us of obvious errors or incompleteness in our order before acceptance, otherwise the contract is not concluded.

2.6 Without our prior written consent, the supplier shall not be entitled to have the performance owed by him rendered by third parties (e.g. subcontractors of any degree) or to replace third parties employed by him with our consent. Fels shall not refuse consent without good reason. Even with our consent, the supplier may only have services assigned to him performed by third parties if the proper fulfilment of the contract is not jeopardized by the assignment of the third party, in particular if the third party has the necessary expertise, reliability, efficiency and adherence to delivery dates. If the supplier intends from the outset to use third parties to fulfil the contract, it must inform us of this in its offer. The supplier must agree with the third party that the requirements of the contract will also be fulfilled and complied with by the third party. The possibility of the third party engaging another third party (e.g. sub-subcontractor) must be contractually excluded by the supplier.

3. Prices, invoicing, terms of payment

3.1 The price stated in the order is a fixed price valid for the entire duration of the contract fulfilment, unless expressly agreed otherwise. Unless otherwise agreed in writing, the agreed prices are "free domicile" DDP Incoterms 2020 including packaging to the shipping address specified in the order. The return of packaging requires special agreement. No consent to a higher price may be derived from the unconditional acceptance of the delivery.

3.2 The prices include everything that the supplier has to provide to fulfil its obligations at the place of performance. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier, such as in particular dismantling, manufacture, delivery, processing and assembly, as well as all ancillary costs, for example transportation, insurance, travel expenses or costs for material testing. The statutory value added tax is not included in the price.

3.3 Additional or changes to the deliveries or services shall only be remunerated if an agreement has been reached with the supplier on the basis of a signed order amendment provided at least in text form prior to the performance of this service. Any price change shall require our prior consent in the form of an order amendment in accordance with sentence 1.

3.4 The agreed price shall be due for payment within 30 calendar days of complete delivery or performance and, if such is provided for by law or contractually agreed, upon acceptance and receipt by us of a verifiable, proper invoice in accordance with the provisions of Clause 3.5. If we pay within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice. The transfer of the transfer order to the bank/credit institution or the date of dispatch of the check shall be decisive for the timeliness of our payment. We are not responsible for delays caused by the banks involved in the payment process. We do not owe interest on arrears (§ 353 HGB). The statutory provisions shall apply to default in payment.

3.5 Invoices are always to be sent after a delivery or service has been provided via the method shown on the invoice. The invoice must be issued to our invoice address stated on the order. Invoices must correspond in wording to our order designations, clearly show our order number, the exact designation of the ordering department and the date of the order; in addition, they must contain all legally prescribed mandatory information under German law and show verifiable invoice items corresponding to the order items. Proof of performance and other supporting documents must be attached to the invoice. Invoices that do not contain this information or do not contain it in a clearly recognizable manner are not verifiable and cannot be processed by us.

3.6 The supplier shall be responsible for all consequences arising from non-compliance with the supplier's obligations pursuant to Clause 3.5, unless he can prove that he is not responsible for them.

3.7 We shall be entitled to set-off and retention rights to the extent permitted by law. Claims to rebates, discounts and other bonuses or payment concessions shall not be affected by the assertion of our rights.

3.8 If we have made an advance payment, we shall be entitled at any time to demand an advance payment guarantee from a bank accepted by us, a transfer of ownership by way of security of the supplier's items or other securities to an appropriate extent.

4. Dates, deadlines, default, contractual penalty

4.1 The execution or delivery periods and dates specified in the order (hereinafter uniformly referred to as: deadline) are binding and must be strictly adhered to by the Supplier. If the deadline is measured in terms of a period of time, it shall be calculated from the date of conclusion of the contract in case of doubt. If no delivery period is specified in the order and has not been agreed otherwise, the delivery period shall be two weeks from conclusion of the contract.

4.2 The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the agreed deadlines cannot be met. He must inform us immediately of the new delivery date and explain the reasons for the delay.

4.3 If the supplier fails to perform, fails to perform within the agreed period or is in default, our rights, in particular the right to withdraw from the contract and the right to claim damages, shall be governed by the statutory provisions. The contractual penalty pursuant to Clause 4.4 shall remain unaffected.

4.4 If the supplier is in default, we may demand a contractual penalty in the amount of 0.2% of the net price agreed for the delayed delivery or service for each working day of the delay in addition to further

statutory claims. In total, however, the contractual penalty shall not exceed 5% of the net price agreed for the delayed delivery or service. The assertion of further damages due to delay shall remain unaffected, but the contractual penalty shall be offset against such claims for damages. If we accept the delayed performance, we may only demand the contractual penalty if we have declared a corresponding reservation to the supplier within ten working days of acceptance of the delayed delivery at the latest. The contractual penalty shall also apply in the event that the deadlines change; if these are postponed or if these or additional deadlines are redefined by mutual agreement, the contractual penalty provision shall be linked to the new deadlines without the need for a new agreement on their applicability. If a contractual penalty has been forfeited, we can still claim it until the final payment is due without the need for a reservation when accepting the service.

4.5 Early deliveries or services are only permitted in consultation with us. If a delivery/service is made prematurely, it shall still be deemed to have been delivered at the originally earliest agreed time for the calculation of all deadlines associated with the delivery date.

5. Delivery, shipping

5.1 Unless otherwise agreed in writing, delivery shall be made "free domicile" DDP Incoterms 2020 to the place specified in the order. The supplier must also carefully protect our interests during shipment. Goods are to be packed with the packaging materials approved for this purpose in such a way that transport damage is avoided.

5.2 Consignment notes, dispatch notes, invoices or other correspondence must always state the department, letter reference, order number and date of the order. All correspondence must be separate for individual orders. A delivery bill must be enclosed with each delivery.

5.3 On the reverse side of a consignment note (the section of the express goods or accompanying postal address), the department, stamp, order number and date of the order must also be noted. The consignment note address specified by the customer must be applied with the utmost accuracy.

5.4 In the case of general cargo, express goods and postal consignments, as well as groupage consignments, each item to be dispatched must be provided with a label or attachment on which the department, stamp, order number and date of the order must also be indicated.

5.5 If carriage paid delivery has been agreed, the freight shall be paid by the sender at the station of departure.

5.6 Missing delivery documents, delivery to a place other than the named place, incomplete or incorrect information on delivery can lead to internal delays for us. In such cases, the start of all deadlines that depend on the time of delivery shall be postponed by the time required for appropriate clarification and correction.

5.7 Unless otherwise agreed in writing, the supplier shall be responsible for adequate insurance of the transportation; we shall only bear the costs of the insurance if this has been agreed separately.

5.8 The supplier shall be responsible for taking back the packaging; he shall bear the costs of disposal by a third party if such disposal has been agreed.

5.9 The Supplier shall be responsible for all consequences arising from non-compliance with the aforementioned obligations, unless it can prove that it is not responsible for them. This applies in particular, but not exclusively, to wagon demurrage charges, special shunting costs and conversion costs. Consignments that cannot be accepted for the aforementioned reasons shall be stored at the supplier's expense and risk until allocation is possible.

5.10 If the Supplier commissions subcontractors or other third parties, it must oblige them to comply with the provisions of this Clause 5; in addition, the Supplier must ensure that each subcontractor indicates in all documents on whose behalf it is acting.

6. Transfer of risk, default of acceptance

6.1 The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance (Clause 17). If a delivery with assembly or service has been agreed, the transfer of risk shall take place after proper execution of the assembly or service and handover. If acceptance is provided for by law or contractually agreed, this shall be decisive for the transfer of risk. If formal acceptance has been agreed, the transfer of risk shall not take place until we have confirmed successful acceptance in the acceptance report. If Fels is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

6.2 Default of acceptance shall be governed by the statutory provisions. However, the supplier must expressly offer us its performance even if a specific or determinable calendar time has been agreed for an action or cooperation on our part. In the event of our default of acceptance, the supplier shall be entitled to the statutory claim for reimbursement of its additional expenses (§ 304 BGB); if the provisions of §§ 642, 643 BGB apply to the contract, the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

7. Quality, liability for defects and breaches of duty

7.1 The following applies to the commercial obligation to inspect and give notice of defects pursuant to §§ 377, 381 HGB: Our obligation to inspect is limited to defects which become apparent during an incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during a quality control by random sampling. Defects shall be deemed to have been notified immediately and in good time if they are dispatched within a period of five working days (Monday to Friday with the exception of public holidays); this period shall commence upon discovery of the defect or, in the case of obvious defects, upon receipt of the goods. Insofar as acceptance is provided for by law or contractually agreed, there is no obligation to inspect the goods.

7.2 The statutory provisions shall apply to our rights in the event of material defects and defects of title in the delivered goods, including incorrect and short delivery, improper assembly instruction, defective assembly, user manual or operating instructions and defective work performance as well as other breaches of duty by the supplier, unless otherwise specified below.

7.3 The supplier warrants that the delivery or service has the agreed quality upon transfer of risk. Unless otherwise agreed, the agreed quality shall be those product descriptions which - in particular by designation or reference in our order - are the subject of the contract or have been included in the contract in the same way as these Terms and Conditions of Purchase. It is irrelevant whether the product description originates from us, the supplier, the manufacturer or another third party.

7.4 In the case of goods with digital elements or other digital content, the seller is responsible for providing and updating the digital content to the extent that this results from a quality agreement in accordance with Clause 7.3 or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the product label.

7.5 In deviation from § 442 section 1 sentence 2 BGB, we shall also be entitled to the full extent of the rights due to defects if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

7.6 The supplier shall bear the expenses required for the inspection and subsequent performance. This shall also apply if it turns out that there was in fact no defect. Liability for compensation for damages incurred as a result of unjustified requests to remedy defects remains unaffected; however, it is limited to cases of recognition or grossly negligent failure to recognize that a defect does not exist.

7.7 If the supplier's deliveries or services are defective, we shall be entitled to demand subsequent performance at the supplier's expense - at our discretion by remedying the defect (rectification) or by delivery of a defect-free item (replacement delivery). Subsequent performance shall also include the removal of the defective item and reinstallation if the item has been installed in another item or attached to another item in accordance with its nature and intended use. Our statutory claim to reimbursement of corresponding expenses (removal and installation costs) remains unaffected.

7.8 If an attempt at subsequent performance by the supplier fails, if the supplier has unjustifiably refused subsequent performance or if a reasonable deadline set by us has expired, we shall be entitled without further ado to remedy the defect ourselves or to have it remedied by third parties and to demand reimbursement of the expenses incurred for this from the supplier; we shall be entitled to a reasonable advance payment. The same shall also apply in the event of particular urgency, imminent danger, in particular danger to operational safety, if there is a threat of disproportionately high damage or if setting a deadline for remedying the defect is unreasonable for us for comparable reasons. We shall inform the supplier of such cases as well as the type and scope of the urgent measures taken without delay, if possible in advance.

7.9 Otherwise, our right to withdraw from the contract in the event of a material defect or defect of title or to reduce the remuneration accordingly and to demand compensation for further damages or our expenses in accordance with the statutory provisions shall remain unaffected.

7.10 With regard to our rights of recourse within a supply chain (§§ 445a, 445b, 478 BGB), we are entitled to demand from the supplier the type of subsequent performance that we owe our customer in the individual case. This does not restrict our right to choose the type of subsequent performance. Before we acknowledge or fulfil a claim by our customer for rectification of a defect, we shall, as a rule, give the supplier the opportunity to comment on the facts of the case without entering into a legal obligation to do so. If the supplier does not make a statement within a reasonable period of time, does not make a sufficiently plausible statement or denies the existence of a defect, and if we are unable to

reach an agreement with the supplier, the claim granted by us due to the defect shall be deemed to be owed to our customer; proof to the contrary is possible and is the responsibility of the supplier. Furthermore, our rights of recourse shall also apply in cases in which we, the customer or third parties have further processed the defective delivery, in particular by incorporating it into another product.

8. Statute of limitations

8.1 The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

8.2 Notwithstanding § 438 Section 1 No. 3 BGB, the general limitation period for claims due to material defects and defects of title is three years from the transfer of risk. The statutory limitation period for third-party claims in rem for restitution (§ 438 Section1 No. 1 BGB) shall remain unaffected; claims due to defects of title shall in no case become time-barred as long as the third party can still assert the right against us, in particular in the absence of a limitation period.

8.3 Notwithstanding Clause 8.2 and § 438 Section 1 No. 2 BGB, the general limitation period for material defects and defects of title for buildings and items that have been used for a building in accordance with their normal use and have caused its defectiveness is six years from the transfer of risk.

8.4 If acceptance is provided for by law or contractually agreed, the limitation period shall commence upon acceptance. If the provisions of the law on contracts for work and services apply to the contract, the limitation periods for claims due to material defects and defects of title for a work whose success consists in the manufacture, maintenance or modification of an item or in the provision of planning or monitoring services for this shall be three years in deviation from § 634a Section 1 No. 1 BGB and six years in deviation from § 634a Section 1 No. 2 BGB for a building and a work whose success consists in the provision of planning or monitoring services for this.

8.5 In the event of the rectification of defects by the supplier, the limitation period for claims for defects shall be extended by the period from the complaint to the handover or acceptance of the defect rectification work. The above provisions shall apply mutatis mutandis to replacement deliveries or rectification work carried out as part of subsequent performance.

8.6 The limitation periods of the law on sales and contracts for work and services and of Clauses 8.2, 8.3 and 8.4 shall only apply to our contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages in connection with a defect in the goods or services of the supplier, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods specified in sentence 1 of this Clause 8.6 leads to a longer limitation period in individual cases; in this case, these limitation periods shall also apply to our non-contractual claims. In cases in which a sold right does not exist, the supplier has assumed a guarantee or fraudulently concealed a defect, the claims shall become statute-barred in the regular statutory limitation period or in accordance with the content of the guarantee.

8.7 The limitation period for claims for defects shall be suspended in accordance with § 209 BGB by a timely request for fulfilment, provided that we file suit or take other measures to suspend the limitation period within three months of the expiry of the respective limitation period. The provisions of § 203 BGB remain unaffected. The limitation period for claims for defects shall also be suspended if the supplier checks the existence of a defect itself. The suspension of the limitation period shall only end when the supplier informs us in writing that the negotiations have ended or refuses in writing to continue the rectification of the defect. The resumption of the negotiation, inspection or rectification of defects shall again lead to the suspension of the limitation period.

9. Product liability, indemnification, liability insurance

9.1 If the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

9.2 Within the scope of the indemnification obligation, the supplier shall also be obliged to reimburse any expenses arising from or in connection with a necessary recall action carried out by us and from any claims asserted by third parties. We shall inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims remain unaffected.

9.3 The supplier undertakes to take out business and product liability insurance with a lump sum cover of at least € 3 million per personal injury and property damage and to maintain it until the expiry of the limitation period for warranty rights in respect of the last order confirmed by the supplier. Upon request, the supplier must provide us with proof of the existence of the insurance cover.

10. Retention of title, provision of materials, tools

10.1 If we provide the supplier with parts or materials, including software, tools, samples or other objects, we reserve the right of ownership to these. As long as and insofar as they are not processed, they shall be stored separately by the supplier at the supplier's expense, protected against damage and insured to a reasonable extent against destruction and loss.

10.2 Processing or transformation (mixing, combining, etc.) of items provided by the supplier in accordance with Clause 10.1 shall be carried out for us as the manufacturer. In the event of processing or transformation, we shall acquire direct ownership of the new item or, if the processing or transformation is carried out with other items not belonging to us or the value of the processed item is higher than the value of the item provided by us, we shall acquire co-ownership (fractional ownership) of the new item in the ratio of the value of the item provided by us (purchase price plus VAT) to the value of the newly created item.

10.3 The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If the supplier has reserved title to the delivery in individual cases, this reservation shall only apply until payment of the delivery, unless Fels has already become the owner of the delivery by processing, combining or mixing. Retentions of title of the supplier which go beyond the simple retention of title are excluded. We shall remain authorized to resell the goods in the ordinary course of business, even before payment of the price, with advance assignment of the resulting claim.

10.4 Insofar as the supplier has agreed a reservation of title in his favour with us, any processing of the goods handed over to us in our possession shall be carried out by us for ourselves.

11. Assignment, offsetting, retention

11.1 The supplier may not transfer obligations or claims against us in whole or in part to a third party or have them collected by a third party without our prior written consent. If we give our consent, the supplier shall at least remain jointly and severally liable. The supplier must notify us immediately of any transfer of rights by law and any change of name.

11.2 The supplier may only offset or exercise a right of retention with undisputed or legally established claims. Otherwise, it shall only be entitled to rights of retention arising from the same contractual relationship.

12. Withdrawal, termination for good cause

12.1 In the event of a change in the circumstances relevant to the conclusion of the contract occurring before the fulfilment of the contract by the supplier through no fault of our own, we shall be entitled to demand fulfilment of the contract at a later date than agreed or to withdraw from the contract in whole or in part.

12.2 We are entitled to terminate the contract for good cause, in particular if the supplier suffers financial collapse, suspends its payments not only temporarily, has filed an application for the opening of insolvency proceedings or if insolvency proceedings have been opened against the supplier's assets or the opening has been rejected for lack of assets, unless the contract is a continuing obligation which serves the continuation of the company or the supplier does not fulfil its obligation to pay taxes or social security contributions.

12.3 Further statutory rights of termination, termination for good cause or withdrawal from the contract remain unaffected.

13. Confidentiality, data protection

13.1 All operating equipment, business processes, procedures and working methods, illustrations, drawings, plans, calculations, models, product descriptions and all other data and documents (hereinafter summarized as: information) which are provided to the supplier for the purposes of the individual contract or which otherwise become known to him in the course of the performance of the contract must be treated as strictly confidential and kept secret from third parties and must not be made accessible by him to third parties or used for them without our prior written consent, unless disclosure is necessary for the proper performance of the contract or on the basis of legally binding decisions or official orders. Insofar as information must be disclosed to third parties, such disclosure must be limited to the extent necessary for the proper performance of the contract or in accordance with the legally binding decision or official order. For their part, third parties shall be obliged to maintain the confidentiality of the information received in accordance with the above provisions. If the supplier realizes that confidential information has been unlawfully disclosed to third parties, he must immediately inform Fels thereof.

13.2 The contractual partners process the data required for business transactions in compliance with the data protection regulations of the GDPR and the BDSG. We process personal data of persons working for the supplier in connection with the execution of the contract and the corresponding contract initiation. This includes, for example, information about the person concerned (name, address, e-mail address, telephone

Fels
SigmaRoc

number). The legal basis for this is Art. 6 para. 1 sentence 1 lit. b) GDPR. We are only responsible in this respect, if it should prove necessary for one contracting party to process personal data on behalf of the other will the contracting parties conclude an order processing agreement in accordance with Art. 28 para. 1 GDPR. In this case, the commissioned processing activity will not begin before the conclusion of such an agreement. If data processing in connection with this contract is to be classified as data processing under joint responsibility, the contracting parties will conclude a separate agreement in accordance with Art. 26 GDPR, taking into account in particular the respective areas of responsibility of the contracting parties. Further information on the handling of personal data can be found in our privacy policy on our website www.fels.de (Legal information, General Terms and Conditions).

13.3 The obligations pursuant to Clauses 13.1 and 13.2 continue to exist even after termination of the contractual relationship. The Supplier must also impose a corresponding obligation on the employees to be deployed by it and on the employees of any third parties commissioned by it. The confidentiality obligation expires if and to the extent that the knowledge contained in the information referred to in Clause 13.1 has become generally known, was already generally known or was lawfully obtained by third parties without any action on the part of the Supplier. The supplier is liable for any damage caused to us by its breach of the duty of confidentiality. The amount of the damage corresponds at least to the sum of all advantages gained by others than us through the receipt of the confidential information.

13.4 The supplier must ensure that no industrial property rights of third parties in Germany or abroad are infringed in connection with the delivery or service and the intended use of the delivery. If a claim is made against Fels by a third party for infringement of property rights, the supplier must indemnify Fels against such claims and reimburse Fels for all expenses necessarily incurred by Fels from or in connection with the claim by a third party, insofar as the damage caused originates within the supplier's sphere of control and organization.

14. Procurement of energy services

In accordance with DIN EN ISO 50001, we would like to point out that the evaluation of the procurement of energy services, products and facilities that have or may have an impact on significant energy use is partly based on energy-related performance. This means that energy efficiency is also a decision criterion for us when it comes to procurement and ordering. In addition, the current brochure "Requirements for contractor services", available on our website www.fels.de (Legal information, General Terms and Conditions), applies.

15. Compliance and export

15.1 The Supplier is responsible for ensuring that the deliveries and services or parts thereof comply with all applicable laws, directives, ordinances or other public law provisions and regulations of authorities and employers' liability insurance associations.

15.2 In particular, the supplier must comply with the Code of Conduct for Suppliers of Fels-Werke GmbH, available at www.fels.de (Legal information, General Terms and Conditions) and must require its business partners to also comply with the principles contained therein.

15.3 The supplier must ensure that its employees are remunerated in accordance with the German Minimum Wage Act (MiLoG). He must contractually oblige the subcontractors he uses to comply with these requirements to the same extent and obtain a corresponding voluntary commitment from them and make it available to us. He must regularly check whether the subcontractors he uses comply with the provisions of the MiLoG. Corresponding evidence must be made available to us immediately upon request.

15.4 The supplier is responsible for ensuring that the deliveries or parts thereof are not subject to national or international export restrictions. Should the delivery or parts thereof be subject to such an export restriction, the supplier must procure the necessary export licenses for worldwide export at its own expense.

16. Place of performance, choice of law, place of jurisdiction, place of fulfilment, use of data

16.1 Unless otherwise agreed, the place of performance for all deliveries and services of the Supplier as well as any subsequent performance is the place of destination specified by us in each case (obligation to be performed at the place of performance); the same applies accordingly to contracts for work and services and all other contracts.

16.2 The law of the Federal Republic of Germany applies to the Terms and Conditions of Purchase and all legal relationships between the Supplier and us, to the exclusion of all inter- and supranational regulations, in particular the UN Convention on Contracts for the International Sale of Goods; however, the conditions and effects of the reservation of title in our favour are subject to the law of the respective location of the item, insofar as the choice of law made in favour of German law is inadmissible or ineffective.

16.3 If the supplier is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from and in connection with the contractual relationship is our registered office. This applies accordingly if the supplier is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled to bring an action before the court in whose judicial district the supplier's registered office is located or, if the requirements of § 21 of the German Code of Civil Procedure (ZPO) are met, a branch of the supplier. This does not affect overriding statutory provisions, in particular regarding exclusive jurisdiction.

16.4 Any amendment to the contract must be made in writing. This also applies to the amendment of this written form clause. The provisions of § 305b BGB remain unaffected.

16.5 Should individual provisions of these Terms and Conditions of Purchase be or become invalid or unenforceable without making it impossible to achieve the objective and purpose of the contract as a whole or making it unreasonable for a contracting party to maintain it, this does not affect the validity of the remaining provisions. In this case, the invalid or unenforceable provision must be replaced by another provision which fulfils the purpose intended by the invalid or unenforceable provision and the economic objective of the contract as a whole, and which does justice to the interests of the contracting parties. This is applied mutatis mutandis if a necessary provision was omitted when the order was placed.