

## **GENERAL PURCHASING CONDITIONS OF APWORKS GMBH**

### **1. Scope**

- 1.1 The following General Purchasing Conditions of APWORKS GmbH (hereinafter referred to as "Purchaser") apply to the production of works and to the purchase of goods (together "Deliveries") from the Supplier (hereinafter referred to as "Supplier") as well as to his performance of services ("Services").
- 1.2 Any general terms and conditions of the Supplier deviating from or supplementing these General Purchasing Conditions are non-binding for the Purchaser, even if the Purchaser does not object to them explicitly, or if the Supplier states that he wishes to deliver only according to his general terms and conditions, or if these are included in his declaration of acceptance pursuant to Section 2.1, or the Deliveries note or, as the case may be, the purchase order. Acceptance or payment of Deliveries and Services does not constitute agreement either.

### **2. Conclusion of Contract**

- 2.1 The Supplier may accept orders of the Purchaser only by written declaration within a period of two weeks following receipt of order. The receipt of the acceptance by the Purchaser shall be decisive for the observation of the deadline.
- 2.2 The acceptance of orders shall contain all material order data, particularly the exact description of the ordered Deliveries and Services, the commission number, the order date and the Deliveries date. The Supplier shall be responsible for any delays, which result from a breach of these provisions by the Supplier.
- 2.3 Amendments or changes of orders require the written confirmation of the Purchaser.
- 2.4 The Supplier is not authorized to subcontract third parties without the prior written consent of the Purchaser. The unauthorized subcontracting of third parties entitles the Purchaser to rescind or terminate the contract in whole or in part and to claim damages.

### **3. Prices**

- 3.1 The agreed prices are fixed prices and exclude subsequent claims or price increases of any kind.
- 3.2 Deliveries are made DAP, INCOTERMS 2021, unless agreed otherwise.

### **4. Payment Terms**

- 4.1 Invoices of the Supplier shall be submitted in duplicate and shall contain all information required in the order for each delivery.
- 4.2 Subject to invoice verification, the Purchaser will effect payments by electronic bank transfer to the Supplier's bank account as notified to the Purchaser. The Purchaser will make payments only for those Deliveries and Services which are delivered / performed in accordance with the terms of the order.
- 4.3 The agreed upon payment term is stated in the Purchase Order applicable for the respective Services ordered. The Supplier shall use its best endeavors to issue invoices at the time of Deliveries / performance of Services.
- 4.4 Should the payment day be a Saturday, Sunday or a bank holiday the payment shall be made the following business day.
- 4.5 Any interest rate for late payment of the Supplier shall be limited to the legal interest rate stipulated in Section 288 II in connection with Section 247 of the German Code Civil (BGB). Section 288 IV BGB shall be excluded.
- 4.6 In the event of a dispute between the parties, the Purchaser shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute.
- 4.7 The Purchaser and the Supplier undertake to agree on a common standard as regards electronic accounting.

### **5. Delivery Date, Place of Fulfillment**

- 5.1 Agreed delivery dates and deadlines are binding. Advance Deliveries and advance Services as well as Deliveries and Services after the agreed delivery date are permitted only with the consent of the Purchaser.
- 5.2 Relevant for the timeliness of Deliveries and Services is the receipt at the receiving place specified by the Purchaser. The Supplier shall notify the Purchaser without undue delay, if and as soon as it becomes apparent that he will be unable to meet the delivery or performance date. The acceptance of late Deliveries or Services by the Purchaser does not contain any waiver of compensation claims.
- 5.3 If - in the event of delay - the Supplier cannot prove that he is not responsible for the delay, the Purchaser may charge a penalty in respect of each commenced working day of delay amounting to 0.2 % but not exceeding a total of 5% of the total value of the contract. In the event that the appropriate reservation of rights is not made at the time of acceptance of Deliveries, Services or rectification, this penalty may be claimed up until the date of final payment. The Purchaser shall be entitled to charge the penalty in addition to performance. Further rights and claims shall be reserved herewith.
- 5.4 The Purchaser is not obliged to accept partial Deliveries or Services. In the case of agreed partial Deliveries, the remaining quantity still to be delivered shall be stated in the Deliveries note.
- 5.5 Place of fulfillment for the Supplier's Deliveries or Services is the receiving place specified in the order. If no receiving place is specified and it cannot be derived from the nature of the obligatory relationship either, the branch office of the Purchaser as per the order or, in lack thereof, the company seat of the Purchaser shall be deemed place of fulfillment.

## **6. Shipment, Transfer of Risk, Offset Provisions**

- 6.1 The Supplier shall package, ship, and insure the Deliveries properly and comply with all relevant packaging and shipment provisions. The Supplier shall be liable for all damages, which the Purchaser suffers because of the improper or insufficient packaging, shipping, or insurance.
- 6.2 Shipping papers such as e.g. Deliveries notes and packing slips shall be included with the Deliveries. All documents shall state the order number and the identification marks stipulated by the Purchaser in the order. No later than on the day of shipping, a shipping notice shall be sent to the Purchaser in advance by fax or e-mail.
- 6.3 Additional costs, which the Purchaser incurs as a consequence of non-compliance with the above rules, shall be borne by the Supplier.
- 6.4 In the case of Deliveries without installation or assembly, the risk passes when the goods are received at the receiving place specified by the Purchaser. In the case of Deliveries with installation or assembly, risk passes upon acceptance to be carried out at the place of assembly.
- 6.5 The implied acceptance set forth in Section 640 paragraph 2 sentence 1 of the German Civil Code (BGB) is excluded.

## **7. Export Control**

- 7.1 The Parties shall comply with the United States of America ("U.S."), European Union ("E.U.") and any other applicable national export control, sanctions and embargoes laws and regulations ("Export Regulations") and acknowledge that diverting from such Export Regulations is prohibited.
- 7.2 The Supplier must not provide any Item/Service/Work listed in any of the applicable Export Regulations Governmental lists.
- 7.3 In case export authorisations are required, the Supplier is responsible for obtaining any and all export authorisations and providing the Purchaser with copies of aforementioned authorisations as well as any approval documents, provisos and limitations applicable to the transaction.
- 7.4 The Supplier represents that, at the date of signature of the Contract, the Supplier is not directly or indirectly subject to any sanctions lists or located in a comprehensive embargoed country according to Export Regulations.
- 7.5 In the event that the Supplier becomes, directly or indirectly subject, to sanctions or embargo lists according to Export Regulations and/or the performance of a Party's obligations under this Contract would constitute a breach of Export Regulations, the Purchaser will be entitled to:

- A. suspend performance of its obligations under the Contract without prior notice and with immediate effect; and/or
  - B. terminate the Contract/Order with a prior written notice and with immediate effect in accordance with Article 20.2;
- 7.6 in each case, without any liability for the Purchaser.
- 7.6 Notwithstanding any other provision of the Contract or the Order, the Supplier shall be liable for all damages, losses, costs and expenses incurred by the Purchaser as the result of the Supplier's non-compliance with its obligations under this Article 7 "Export Control".

## **8. Quality Assurance**

- 8.1 The Supplier maintains a quality management system and will manufacture and test the products in accordance with the rules of this system. Any additional requirements are specified in a separate agreement or specific to the product (e.g. on drawings). The Supplier will immediately ensure that these requirements are compatible with its quality management system.
- 8.2 If the Supplier purchases production or test equipment, software, services, material or other sub-deliveries from sub-Suppliers for the manufacture or quality assurance of the products, it shall contract these according to its system, ensuring the quality of the sub-deliveries by itself (unless contract conflicts). The Purchaser can request documented evidence of the effectiveness of the quality management system at its sub-Suppliers.
- 8.3 The Supplier will keep records of measured values and test results and keep these records and any agreed samples of the products in a clearly arranged manner. The Supplier will grant the Purchaser access to the necessary extent and hand over copies of the records as well as any agreed samples.
- 8.4 The Supplier carries out a process and product approval procedure or similar.

## **9. Evidence and information obligations of the Supplier**

- 9.1 The Supplier will demonstrate that the quality assurance measures are being carried out. For this purpose, the Supplier will grant the Purchaser access to its operating facilities to an appropriate extent, after prior agreement of an appointment and provide a professionally qualified employee for support during such access. The Purchaser is entitled to determine by means of an audit whether the quality assurance measures of the Supplier guarantee the Purchaser requirements. The audit can be carried out as a system, process or product audit and must be agreed in good time before the planned implementation. If quality problems arise that are caused by services and / or deliveries by sub-Suppliers, the Supplier is obliged to enable the sub-Supplier concerned to be audited. Insights into confidential manufacturing processes and other trade secrets can be refused.
- 9.2 Before changes to manufacturing processes, materials or Supplier parts for the products, relocations of production locations, and also before changes to processes or equipment for testing the products or other quality assurance measures, the Supplier shall communicate to the Purchaser. After the planned change has been approved by the Purchaser, the Supplier must carry out a process and product approval procedure according to its Quality Management System.
- 9.3 If the Supplier detects a defect or deviation on the quality of the product, the Supplier will immediately notify the Purchaser and plan remedial measures.
- 9.4 By labeling the products or, if this is impossible, by other suitable measures, the Supplier will ensure traceability, so that he can immediately determine which other products could be affected if a product defect occurs.
- 9.5 All specification and verification documents must be kept for at least 20 years, unless the Purchaser specifies any deviating specifications. In any case, the Supplier must obtain the Purchaser's written consent prior to the destruction of documents.

## **10. Incoming inspection by the Purchaser**

- 10.1 Immediately after receipt of the products, the Purchaser will check whether they correspond to the quantity ordered and, if externally recognizable, to the type ordered, whether there are externally visible transport damage or externally visible defects. If the parties consider further tests by the Purchaser to be

feasible, these will be specified in separate agreements or specific to the product (e.g. on drawings).

- 10.2 If the Purchaser discovers damage or a fault during the aforementioned tests, he will notify the Supplier of this immediately. If the Purchaser later discovers damage or a fault, he will also report this immediately.

## **11. Rights of the Purchaser in case of defects**

- 11.1 The Supplier shall be responsible for defects of the Deliveries under a purchase agreement or a contract to produce a work for a period of three years from the transfer of risk. In deviation from sentence 1, the limitation period for buildings and for works, whose results consist in the rendering of planning or monitoring Services for this purpose, shall last for five years after acceptance.
- 11.2 The Purchaser will notify the Supplier in writing without undue delay about any defects as soon as these are determined during the ordinary course of business. Insofar, the Supplier waives the objection of late complaint of defects.
- 11.3 The Purchaser shall be entitled to the statutory claims for defects without restrictions. The Purchaser shall have the right, at its option, to demand from the Supplier to rectify the defect or deliver an item free of defect or, as the case may be, the production of a new work. The right to claim damages, particularly the right to claim damages instead of performance, shall remain explicitly reserved.
- 11.4 In addition to the statutory claims, the Purchaser may in the case of a defect, after the fruitless expiration of a reasonable period set by the Purchaser for subsequent performance, rectify the defect itself and demand reimbursement of the necessary expenses, unless the Supplier has a right to refuse subsequent performance. In this respect, the statutory provision pertaining to self-remediation of defects for contracts to produce a work (Section 637 BGB) shall apply to purchase agreements accordingly. The Purchaser may demand advance payment from the Supplier for the expenses required to rectify the defect.

## **12. Rights of the Purchaser in case of breach of Services**

Notwithstanding Section 8, the statutory rights of the Purchaser shall apply in case of breach of Services.

## **13. Quality and Safety, Access Right**

- 13.1 The Supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data and standards. He shall furthermore advise the Purchaser about any special, not generally known handling and disposal requirements and shall provide for each delivered good a manufacturer's certificate or certificate of conformity (CE) within the meaning of the applicable Directives of the European Union or other statutory provisions. Changes of the Deliveries and Services require the prior written consent of the Purchaser. The manner and nature of the cooperation on the quality sector, such as e.g. first sampling and documentation, is set forth in the respective product specification.
- 13.2 Employees authorized by the Purchaser and the representatives of public authorities have during regular business hours access to all business premises of the Supplier in which work is carried out for the Purchaser. They may inspect all applicable and order-related documents for auditing purposes or to verify legal requirements. These access rights during visits shall particularly be granted to all persons authorized by the Purchaser, who are responsible for monitoring progress of the work commissioned by the Purchaser from the Supplier and for related audits, examinations, or for the qualification of the Supplier.
- 13.3 The representatives of Purchasers of the Purchaser shall have access to all business premises at all times during regular business hours, where work is carried out for the Purchaser, if the Purchaser has consented.

## **14. Provision of Materials**

- 14.1 All documents and objects of any kind provided to the Supplier by the Purchaser remain the property of the Purchaser. They may be used exclusively for providing the ordered Deliveries or Services. The Supplier shall insure all objects provided to him against loss and deterioration. The Supplier does not have any retention right with respect to the objects of the Purchaser.
- 14.2 To the extent that objects provided by the Purchaser are processed or transformed by the Supplier into a new movable object, the Purchaser is deemed to be the manufacturer. In the case of a connection or inseparable mixing with other objects, the Purchaser acquires joint ownership in the new object in proportion of the value, which the objects had at the time of connection or mixing. If the connection or

mixing occurs in a manner, where the objects of the Supplier have to be considered the main object, it shall be agreed that the Supplier transfers proportional joint ownership to the Purchaser, while the Supplier stores the joint ownership for the Purchaser free of charge.

- 14.3 The Supplier shall carry out any maintenance and inspection work that may be necessary at his own expense and shall insure the provided objects sufficiently and prove this to the Purchaser upon request.

## **15. Confidentiality**

15.1 The order of the Purchaser shall be treated confidentially. The Supplier furthermore shall keep all commercial and technical information and documents, which become known to him through the business relationship and which are not generally known, secret and use these exclusively for providing the ordered Deliveries. Drawings, models, samples, and similar objects shall not be submitted or made available to unauthorized third parties. Duplicating such objects is permitted only within the limits of copyright provisions and to the extent required in order to fulfill the obligations incumbent upon the Supplier. Any subcontractors shall be bound to confidentiality accordingly.

15.2 The Supplier is only entitled to mention, depict, or use the company name, the logo or the trademarks of the Purchaser in any other way for purposes of advertising materials, when naming references, or for other publications, if the Purchaser has consented to this in writing in advance.

15.3 Each party will use all documents and knowledge obtained in connection with this agreement only for the purposes of this agreement and will keep them secret from third parties with the same care as their own documents and knowledge if the other party designates them as confidential or gives them to have an obvious interest in its secrecy.

15.4 The obligation does not apply to documents and knowledge that are generally known or that were already known to the party when they were received without the party being obliged to maintain confidentiality, or that are subsequently transmitted by a third party authorized to pass them on, or that are transmitted by the receiving party without utilization of documents to be kept secret or knowledge of the other party is developed.

15.5 The Purchaser may demand observance of further security regulations.

## **16. Spare Parts, Readiness to Deliver**

16.1 The Supplier shall supply spare parts to the Purchaser under fair and reasonable conditions throughout the period of the usual technical lifetime, but in any case for a period of at least ten years after the last Deliveries.

16.2 If the Supplier discontinues the Deliveries after expiration of the period set forth in Section 16.1 or during that period, he shall provide the Purchaser with the opportunity for a last order under fair and reasonable conditions.

## **17. Rights to the Deliveries and Services; Open Source Software**

17.1 If the Deliveries or the Services provided by the Supplier are subject to patent or copyright protection, the Purchaser shall be granted all rights of reproduction, use, operation, release, adaptation, modification or translation of the Deliveries or Services as far as this is necessary for the purpose of the purchase order. The grant of rights under this Section is included in the compensation according to Section 3.

17.2 The Purchaser acquires full property of the Deliveries or the Services covered by the respective purchase order, in particular insofar as folders, plans, technical memos, drawings, models, prototypes or tooling are concerned.

17.3 The Supplier shall inform the Purchaser - at the latest at the time the order is confirmed - whether the Deliveries and Services to be delivered contain "open source software". In the context of this provision "Open Source Software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License.

Should the Deliveries and Services delivered by the Supplier contain open source software, the Supplier shall deliver to the Purchaser the following, latest at the time the order is confirmed:

- The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code;

- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license;
- A written declaration that through the intended use of the open source software neither the Deliveries of the Supplier nor the products of the Purchaser will be subject to a "Copyleft Effect".

In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's Deliveries, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Should the Supplier not indicate until after receipt of the order that its Deliveries and Services contain open source software, then the Purchaser is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

## **18. Product Liability; Infringement of Rights of Third Parties**

- 18.1 The Supplier shall meticulously examine its Deliveries for defects and undertakes to do everything feasible in order to avoid any product liability. If the Purchaser is held responsible by a third party because of the defectiveness of a product and if the defectiveness is due entirely or in part to a defect of the Supplier's Deliveries, the Purchaser may instead of compensation of all losses also demand indemnification vis-à-vis the third party. The Supplier's obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage, if this is appropriate.
- 18.2 The Supplier shall indemnify the Purchaser against any liability based on claims that the Deliveries and Services of the Supplier intentionally or negligently infringe any third-party rights. In this case, the Supplier shall indemnify and hold harmless the Purchaser on first written demand from all cost, expenses and payment obligations arising from the infringement. The Purchaser shall refrain from concluding any agreements with the third party related to the infringement, in particular from any settlement agreement, without the Supplier's prior approval.

## **19. Employee Protection, Environment and Hazardous Materials**

- 19.1 The Supplier shall observe Airbus Group's provisions on Employee Protection, Environment and Hazardous Materials ("Airbus Group Provisions on Employee Protection, Environment and Hazardous Material") as visible on the homepage of Airbus Group ([www.airbusgroup.com](http://www.airbusgroup.com)) in the section "For Suppliers". On request, the Purchaser shall provide the Supplier with a printed copy of these provisions in the German or the English language.
- 19.2 The Supplier shall also observe Airbus Group's provisions on Corporate Social Responsibility in Sourcing ("Airbus Group CSR Sourcing Provisions") as visible on the homepage of Airbus Group ([www.airbusgroup.com](http://www.airbusgroup.com)) in the section "For Suppliers". On request, the Purchaser shall provide the Supplier with a printed copy of these provisions.
- 19.3 The Supplier shall employ only such employees for works at the Purchaser who have the qualification required for this work. The Supplier shall make corresponding proof available to the Purchaser upon request with short notice for a sample examination.

## **20. Termination of Services**

- 20.1 The statutory provisions of the German Civil Code concerning the termination of Deliveries and Services shall apply.
- 20.2 Moreover, the Purchaser may terminate the relevant purchase order(s) if the Supplier has failed to observe or perform any of the conditions of the order(s) and has failed to remedy any such breach within thirty (30) days of notice thereof from the Purchaser. Any claims for damages shall remain unaffected by such termination.

## **21. Insurance**

- 21.1 The Supplier shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by the Purchaser. At a minimum, Supplier shall maintain a General Third Party liability Insurance for an amount of no less than 5.000.000 (five million) EUR per occurrence and in the yearly aggregate. The Supplier shall also conclude and maintain Product Liability Insurance. The limit of coverage of such insurance shall be not less than 5.000.000 (five million) EUR per occurrence and 10.000.000 (ten million) EUR in the yearly

aggregate.

21.2 The Supplier shall provide certificates of such insurances on request of the Purchaser at any time.

## **22. Compliance with Laws and Anti-Corruption**

22.1 Supplier represents and warrants that, in relation to the activities or transactions contemplated by this Agreement, neither it nor its respective executives, employees, agents or any individuals or companies acting on its behalf, have violated or will violate, or cause any Party to violate, any Laws.

22.2 In particular, Supplier, its executives, employees, agents and any individuals or companies acting on its behalf shall comply with any Applicable International Anti-Corruption Laws, including by refraining from:

- Offering, promising, arranging for or paying, either directly or indirectly, anything of value (including but not limited to monies, gifts and entertainment and special favours) to any individuals, including Public Officials, for the purpose of improperly inducing that individual to perform or fail to perform his/her official duties, or to assist any Party in obtaining business, retaining business or securing any improper advantage.

- Offering or paying Facilitation Payments.

- Engaging in any action or allowing any such action to take place which could, as a result of the enforcement of the Applicable International Anti-Corruption Laws: (a) render the Purchaser, its representatives, employees, any Party, or shareholders liable; or (b) lead to the commencement of investigations or legal or administrative proceedings against the Purchaser, its representatives, employees, any Party, or shareholders in any jurisdiction.

22.3 Supplier represents and warrants that unless disclosed to Purchaser in a separate written statement, neither Supplier nor any of its affiliated persons (defined as its directors, shareholders, officers, executives, employees, or agents) are Public Officials nor have they been in the last five years nor are Sanctioned Persons. If at any time during the term of this Agreement, Supplier and/or any Affiliated Person is named, appointed, or otherwise becomes a Public Official or a Sanctioned Person, Supplier will notify Purchaser in writing within three (3) business days. If, in the opinion of Purchaser, such changes substantially increases the risks related to its relationship with Supplier, such changes will constitute grounds for termination of this Agreement pursuant to clause 20 Termination of Services.

22.4 Supplier represents and warrants that neither it nor its executives, directors, or employees is a Sanctioned Person nor have been investigated, prosecuted, convicted of, pleaded guilty to, or charged with any offense involving fraud, corruption, bribery, sanctions, export control or any other financial crime in any jurisdiction or country in the preceding five years, unless disclosed to Purchaser in a separate written statement.

22.5 Supplier shall not employ any sub-agent, person, entity or representative to perform any duties or obligations of Supplier under this Agreement, perform any act which Supplier cannot perform pursuant to this Agreement or which would breach this Agreement without the prior written agreement of Purchaser.

22.6 Supplier warrants that it has not and will not pay or tender, directly or indirectly, any commission, finder's or referral fee, or any similar compensation to any person or firm in connection with the Work rendered to or its activities on behalf of the Purchaser without the prior written agreement of Purchaser.

22.7 Supplier warrants that in respect of any business for which it provides or may have provided to the Purchaser, Supplier has not paid, offered, or agreed to pay any political contributions or donations.

22.8 Supplier agrees that full disclosure of information relating to a possible violation by Supplier of applicable Law that could create liability for Purchaser, including a violation of Applicable International Anti-corruption Laws, may be made by Purchaser at any time and for any reason to relevant government authorities unless prohibited by applicable law.

22.9 Supplier warrants that it fully understands these provisions relating to its business conduct and will ensure that it and all Affiliated persons fully understand and comply with these provisions.

22.10 Supplier shall as soon as practicable notify Purchaser of any investigation or proceeding formally initiated by a public authority relating to an alleged violation of Laws by such Supplier or its officers, directors, executives, employees, agents or any individuals or companies acting on its behalf, concerning operations and activities under this Agreement. Supplier shall use reasonable efforts to keep Purchase informed as to the progress and disposition of such investigation or proceeding, except that such Supplier shall not be obligated to disclose to Purchaser any information that would be considered legally

privileged.

- 22.11 Notwithstanding anything in this Agreement to the contrary, in the event that Supplier has materially breached any of the provisions in this agreement, committed a material violation of any applicable Laws in connection with the work governed by this Agreement, a Party becomes a Sanctioned Person or performance of a Party's obligations under the Agreement would constitute a breach of Sanctions and Export Control Laws Purchaser may request that Supplier commence and diligently pursue remedial action.
- 22.12 For the purposes of this section, a material violation of a Law shall mean a violation or breach that was deliberately or with deliberate indifference approved, authorised, or committed by a senior official of Supplier.
- 22.13 If the requested remedial action is not pursued by Supplier within fifteen (15) days or another agreed upon time or under the Laws it is not possible to implement remedial action, then Purchaser will be entitled and authorised to terminate this Agreement in accordance with clause 20.
- 22.14 Supplier shall also indemnify and hold harmless Purchaser for any fines, penalties, legal and professional fees, or other direct damages proximately caused by Supplier's violation.

### **23. Final Provisions**

- 23.1 The laws of the Federal Republic of Germany excluding the provisions of the UN Convention on the International Sale of Goods (CISG) shall apply to all legal relationships between the Purchaser and the Supplier.
- 23.2 Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the contract and/or any purchase orders issued there under. In the event of termination the Purchaser may continue to utilize existing facilities, Deliveries or Services already performed by the Supplier in exchange for reasonable payment.
- 23.3 Place of venue for all disputes arising from the business relationship as governed by these General Purchasing Conditions shall be, at option of the Purchaser, the place of fulfillment as per Section 5.5 or Munich. The Purchaser is furthermore entitled to file a claim against the Supplier at any other place of general or special jurisdiction.
- 23.4 Changes and amendments to these General Purchasing Conditions as well as side agreements require the written form. This shall also apply to any waiver of this written-form clause.
- 23.5 If any of the above provisions should be or become ineffective, the validity of the remaining provisions shall remain unaffected. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.