

General Terms and Conditions of Purchase of Follmann GmbH & Co. KG ("Principal")

1 General, Conclusion of Contract

- 1.1 The Principal orders on the basis of these General Terms and Conditions of Purchase ("GTCP"). These GTCP shall apply exclusively. The GTCP shall apply in particular to contracts for the delivery of movable goods ("goods") and/or works (Werkleistungen) and services ("Dienstleistungen") (works and services hereinafter called "service"), irrespective of whether the Contractor manufactures the goods itself or purchases them from suppliers. Deviating, conflicting or supplementary terms and conditions of the Contractor shall not become part of the contract, even if they are not expressly objected to. If the Principal accepts the delivery / service without express objection, it shall not be interpreted that the Principal has accepted the Contractor's terms of delivery. Unless otherwise agreed, the GTCP in the version valid at the time of the Principal's order shall also apply as a framework agreement for similar future contracts with the Contractor without the Principal having to refer to the GTCP separately in each individual case. The current version of the GTCP is available at: www.follmann.com/en/general-terms-and-conditions. These GTCP only apply to companies (§ 14 of the German Civil Code (BGB)), legal entities under public law or special funds under public law.
- 1.2 The Parties shall set forth verbal agreements, contract conclusions and orders in detail in writing. Orders, delivery schedules and their amendments and supplements may also be made electronically.
- 1.3 An order of the Principal shall be deemed binding at the earliest upon written submission or confirmation. The Principal's silence in response to offers, requests or other declarations by the Contractor shall only be deemed to constitute consent if this has been expressly agreed in writing. The Contractor shall notify the Principal immediately of any obvious errors (e.g. spelling and/or calculation errors) and/or incomplete orders or missing order documents, otherwise the contract shall be deemed not to have been concluded.
- 1.4 Legally relevant declarations and notifications by the Contractor with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy or authorization, shall remain unaffected.
- 1.5 References to the applicability of statutory law shall only have clarifying significance. Even without such clarification, the statutory law shall therefore apply unless specific statutory provisions are directly amended or expressly excluded in these GTCP.

2 Prices, Terms of Payment, Offsetting, Retention, Reservation of Title

- 2.1 The agreed price is binding and excludes subsequent claims of any kind. All prices include statutory value-added tax unless shown separately.
- 2.2 Unless otherwise agreed in individual cases, the agreed price includes all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs formalities and customs duty).
- 2.3 Unless otherwise agreed, payment shall be made either within 14 calendar days with a 3% discount or after 30 calendar days net, calculated from the date of complete delivery / service and proper receipt of invoice. Interest on arrears is not owed by the Principal. The statutory provisions shall apply to default in payment.
- 2.4 The Principal shall be entitled to offset and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, the Principal shall be entitled to withhold payments due as long as the Principal is still entitled to claims against the Contractor arising from incomplete or defective performance.
- 2.5 The Contractor shall be entitled to offset and retention only in respect of counterclaims that have been legally established or are undisputed.
- 2.6 Any processing, blending or combining (further processing) of provided items by the Contractor shall be carried out for the Principal. The same shall apply in the event of further processing of the delivered goods by the Principal, so that the Principal shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 2.7 Upon handover, the goods / the work shall become the unconditional property of the Principal. If, in an individual case, the Principal accepts an offer by the Contractor to transfer ownership conditional on payment of the purchase price, the Contractor's retention of title shall expire at the latest upon payment of the purchase price for the correspondingly delivered goods. The Principal is also entitled to process the goods in the ordinary course of business before payment of the purchase price. Any prolonged, extended, downstream or onward reservation of title is excluded. If ownership of the goods to be delivered is already transferred to the Principal on the basis of a contractual agreement at a time when the goods are stored by the Contractor, the Contractor shall duly mark the Principal's property, store it separately and indemnify the Principal against all losses, damages and claims of third parties.

3 Delivery and Delivery Conditions

- 3.1 All deliveries shall be made "DAP, Place of Delivery (Incoterms 2020)", unless otherwise agreed in individual cases (different Incoterm, place of determination, etc.). The respective place of destination is also the place of performance. The Principal is not obliged to dispatch wagonloads before the arrival of the delivery documents.
- 3.2 The scope of delivery also includes all contractually agreed auxiliary and operating materials as well as all necessary documentation, such as analysis certificates, drawings, quality and test certificates, service manuals, spare parts catalogues and other manuals. In the case of technical equipment, the scope of delivery shall also include, in particular, comprehensive system descriptions and usable assembly and operating instructions, and in the case of software

- products, complete system and user documentation. In the case of software developed exclusively for the Principal, the obligations shall only be fulfilled when the source code, readable by an average IT expert, has also been transmitted to the Principal.
- 3.3 Excess or short deliveries are only permissible after prior agreement with the Principal. In the case of partial deliveries, the delivery / service shall only be deemed to have been duly performed upon complete fulfilment of the contract.
- 3.4 With regard to services, the Principal may demand reasonable changes to delivered items even after conclusion of the contract. In the case of changes, the effects on both sides, in particular with regard to additional or reduced costs, as well as the delivery dates, shall be taken into account appropriately.
- 3.5 If the Contractor is asked to postpone a delivery, he must carefully store and insure the properly packaged and labelled goods, but not for longer than 3 months.
- 3.6 Each delivery must be made in accordance with the Principal's Supply Guideline; the current version is available at [SG_EN.pdf \(follmann-chemie.com\)](#).

4 Delivery Dates, Acceptance, Delay in Delivery

- 4.1 The Contractor must comply with the dates agreed for the deliveries and services in a binding manner. Compliance with the delivery date or the delivery period shall be determined by the timely receipt of the complete and non-defective goods as well as the timely and duly performed services at the place of receipt or use specified by the Principal.
- 4.2 In the event an acceptance (Abnahme) is required by law or contract, successful acceptance on the agreed acceptance date shall be decisive for duly performance. If the handover of the agreed and necessary documentation is required for compliance with the deadlines, the timely handover of the documentation shall be decisive for duly performance.
- 4.3 If the Contractor realises that an agreed delivery date or period cannot be met for any reason, it shall notify the Principal thereof in writing without delay, stating the reasons and the expected duration of the delay. However, the obligation to deliver / perform on the agreed date shall remain unaffected. The unconditional acceptance of a delayed (partial) delivery / (partial) service does not constitute a waiver by the Principal of rights or claims.
- 4.4 If the Contractor does not provide the delivery / service or does not provide it within the agreed delivery / service time or if it is in default, the rights of the Principal - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The provision in clause 4.5 remains unaffected.
- 4.5 In the event of a delay in delivery, the Principal shall be entitled to claim a contractual penalty from the Contractor in the amount of 0.3% of the order sum per working day on which the Contractor is in default, but not more than 5% of the order sum in total. The Principal reserves the right to assert further claims of damages on account of delayed delivery. However, the contractual penalty shall be deducted from an asserted claim of damages. The Principal shall be entitled to assert the contractual penalty until the final invoice.

5 Defective Delivery/Service, Notice Periods, Serial Defects

- 5.1 The Principal shall be entitled to all statutory rights available by law, in particular warranty claims. In accordance with the statutory provisions, the Contractor shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to the Principal. In any case, product descriptions which - in particular by designation or reference in the Principal's order - are the subject matter of the respective contract or were included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality of the product, irrespective whether the product description originates from the Principal, the Contractor or the manufacturer.
- 5.2 The Principal is not obliged to inspect the goods at delivery or make special enquiries about any defects upon conclusion of the contract; this does not affect clause 5.3. In partial deviation from § 442 sec. (1) sentence 2 of the German Civil Code (BGB), the Principal is therefore also entitled without restriction to claims for defects if the Principal remained unaware of the defect upon conclusion of the contract due to gross negligence.
- 5.3 The statutory provisions of §§ 377, 381 of German Commercial Code (HGB) shall apply with the following deviations: The Principal duly fulfils any applicable obligations to give notice of defects and to examine the goods upon delivery if the Principal examines the delivered goods within 12 calendar days after delivery with regard to identity, quantity and externally recognisable defects, in particular transport damage, insofar as this is feasible at all in the ordinary course of business. If a defect becomes apparent in the course of such inspection, the Principal shall notify the Contractor of the defect without delay. In the case of defects which were not recognisable during the aforementioned inspection, the Principal shall notify the Contractor immediately after discovery. The timely dispatch of the notification shall be sufficient to preserve the rights of the Principal. If the Contractor has fraudulently concealed the defect, he is not entitled to invoke a breach of the obligations to give notice of defects and/or to examine the goods. This obligations according to § 377 HGB are not applicable if the transaction is not a commercial transaction (§ 343 HGB) for both parties. The Contractor is obliged to carry out an outgoing goods inspection in accordance with clause 8.1. Insofar as acceptance (Abnahme) has been agreed, there is no obligation to inspect and give notice of defects.
- 5.4 Claims for subsequent performance shall also include the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and purpose of use; the Principal's statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection if the goods are defective shall be borne by the Contractor even if no defect could be detected in such inspection. The Principal's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, the

- Principal shall only be liable if it was aware or was grossly negligent in not recognising that the goods are not defective.
- 5.5 Notwithstanding the statutory rights of the Principal and the provisions in clause 5.4, the following shall apply: If the Contractor fails to fulfil its obligation to remedy the defect - at the Principal's discretion either by remedying the defect (repair) or by delivering a defect-free item (replacement) - within a reasonable period set by the Principal, the Principal may remedy the defect itself and demand reimbursement from the Contractor of the expenses required for this purpose and/or a corresponding advance payment. If the subsequent performance by the Contractor fails or is unreasonable for the Principal (e.g. due to particular urgency, risk to safety or occurrence of disproportionate damage), no reasonable period for remedying the defect needs to be set; the Principal shall inform the Contractor of such circumstances without delay, if possible in advance.
- 5.6 If similar defects occur in more than 3% of the delivered goods (serial defects), the Principal shall be entitled to reject the entire existing delivery quantity as defective and to assert the statutory and contractually agreed defect claims respectively.
- 6 Supplier Recourse**
- 6.1 In addition to the claims for defects, the Principal shall be entitled without restriction to statutory claims for recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB). In particular, the Principal is entitled to demand from the Contractor exactly the type of subsequent performance (repair or replacement delivery) that the Principal owes its own customers in the individual case. The statutory right of choice of the Principal (§ 439 sec. (1) BGB) shall remain unaffected.
- 6.2 Before the Principal acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to §§ 445a sec. (1), 439 sec. (2) and (3) BGB, it shall notify the Contractor and request a written statement, briefly setting out the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by the Principal shall be deemed to be owed to his customer. In this case, the Contractor shall be obliged to provide counter-evidence.
- 6.3 The claims arising from the supplier's recourse shall also apply if the defective goods have been further processed by the Principal or another customer, e.g. by installation in another product.
- 7 Limitation period**
- The limitation period for material defects and defects of title shall be three years, unless expressly agreed otherwise. The limitation period for claims of defects in a building or in building materials shall be governed by the statutory provisions, unless expressly agreed otherwise. The statutory limitation period for claims in rem for surrender shall remain unaffected. Furthermore, claims arising from defects of title shall in no case become statute-barred as long as a third party can still assert its right against the Principal. The commencement of the limitation period set by statutory law shall apply.
- 8 Quality assurance, Product liability, Packaging**
- 8.1 The Contractor shall carry out outgoing goods inspections with regard to the agreed specifications and usual quality of comparable goods, whereby only defects-free goods may be delivered. The Contractor's factory inspections shall ensure that his deliveries comply with the Principal's technical delivery terms and conditions. The Contractor undertakes to keep records of the inspections carried out and to archiving all test, measurement and inspection results for 10 years. The Principal shall be entitled to have access to these documents and to make copies at any time.
- 8.2 Without prejudice to further rights and claims of the Principal, the Contractor shall be obliged to indemnify the Principal against all (including unjustified) claims of third parties if the cause lies within its sphere of control and organisation.
- 8.3 Within the scope of its indemnification obligation, the Contractor shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with a third party claim against the Principal, e.g. due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws, including recall actions carried out by the Principal. The Principal shall inform the Contractor of the content and scope of recall measures - insofar as this is possible and reasonable - and give the Contractor the opportunity to comment. Further rights and claims remain unaffected.
- 8.4 The Contractor shall insure itself against all risks arising from product liability, including the recall risk, to an amount at least customary in the industry and shall submit the insurance policy for inspection at the request of the Principal.
- 8.5 The Contractor's obligation to take back the packaging shall be governed by the statutory law provisions. If the packaging remains Contractor's property, the Contractor shall take it back at its own expense; otherwise it shall bear the disposal costs incurred by the Principal. Only environmentally friendly packaging materials may be used.
- 9 Liability of the Principal**
- 9.1 Contractual and non-contractual claims for damages of the Contractor against the Principal, irrespective of the legal basis, are excluded. This exclusion of liability shall not apply to claims for damages based on a breach of material contractual obligations by the Principal. Furthermore, it does not apply to cases of injury to life, body and health, as well as to intentional or grossly negligent acts.
- 9.2 In the event of a culpable breach of material contractual obligations (obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on), the Principal's liability shall be limited to the reasonably foreseeable damage typical for the contract, unless a case of unlimited liability pursuant to the preceding clause 9.1 sentence 2 applies.
- 9.3 Insofar as the liability of the Principal is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.
- 10 Confidentiality, Documents, Data protection**
- 10.1 The Contractor shall treat the conclusion of the contract, the order and all related commercial and technical details and other information (confidential information) as confidential and may only refer to the business relationship with the Principal in marketing materials after written consent has been given. The Contractor undertakes to treat the confidential information which has been disclosed to him through the business relationship as a business secret and not to exploit it commercially, not to make it the subject or part of industrial property rights and not to pass it on to third parties or make it accessible to third parties in any other way except for the purpose of fulfilling the contract. The confidential information may not be used for any purpose other than the performance of the contract. This obligation to maintain confidentiality shall continue to apply irrespective of any termination or expiry of the respective contract for any reason. However, the confidentiality obligations do not apply to such information which is demonstrably in the public domain or becomes known without a breach of the Contractor's obligations or is made known to the Contractor by third parties who have lawfully obtained this information. The obligation to maintain secrecy shall also not apply if the information has to be disclosed due to legal, judicial or official orders. The Contractor shall inform the Principal of this, insofar as permissible, in advance of disclosure.
- 10.2 Subcontractors of Contractor shall be bound accordingly by suitable contractual agreements. Employees who are commissioned by the Contractor to carry out the Principal's order must be obliged by the Principal to maintain confidentiality. If the Contractor recognises that information to be kept confidential has come into the unauthorised possession of a third party or that a document to be kept confidential has been lost, the Principal must be informed of this immediately.
- 10.3 Documents, drawings, data, software, materials and objects, such as samples, models and tools, which are made available to the Contractor for the execution of the order, remain the property of the Principal and may only be used for the contractual purpose. They must be handed over to the Principal or destroyed immediately at Principal's request; this also includes any copies or recordings that may have been made. They may only be used, reproduced, exploited or made accessible to third parties with the prior written consent of the Principal in the same way as those produced by the Contractor on the basis of information, documents or calculations provided by the Principal.
- 10.4 For each breach of the above provisions of sections 10.1 to 10.3, the Principal is entitled to demand an appropriate contractual penalty from the Contractor, the exact amount of which shall be determined by the Principal in each individual case at its reasonable discretion and may be reviewed by the competent court in the event of a dispute. Furthermore, the Principal reserves the right to claim additional damages caused by the infringement which exceed the contractual penalty. However, the contractual penalty shall be set off against any such claim for damages. The contractual penalty shall not be due if the Contractor is not responsible for the breach. The payment of the contractual penalty or of damages does not release the contractor from his aforementioned confidentiality obligations.
- 10.5 If the Principal provides the Contractor with personal data of its employees within the scope of the performance of the delivery / service, the Contractor shall comply with the relevant data protection obligations, in particular in accordance with the General Data Protection Regulation and the Federal Data Protection Act (BDSG).
- 11 Intellectual property rights, Rights of use**
- 11.1 The Contractor is not entitled to use trade names, logos, trademarks or industrial property rights of the Principal. Without prior written consent, he may not use these either individually or in conjunction with his own trade names, trademarks or logos.
- 11.2 If and to the extent that the delivered goods and the use of the delivery goods or the service infringes intellectual property rights or other rights of third parties within the Federal Republic of Germany and/or, insofar as the Contractor has been informed of this, in the country of destination, the Contractor shall be obliged to compensate the Principal for all damages and indemnify the Principal against claims of third parties, unless the Contractor is not responsible for the infringement of third party rights. The Principal shall be entitled to demand that the Contractor obtain at its own expense from the respective owner of the infringed intellectual property rights and other rights the necessary permission for the delivery, processing, commissioning, use, resale or other use and exploitation of the delivered goods or service provided for in the order, unless the Contractor cannot reasonably be expected to obtain such permission due to the amount of the costs. Acceptance or approval of drawings and samples submitted by the Contractor shall not affect its responsibility.
- 11.3 The Contractor grants the Principal the irrevocable right to use and exploit all plans, drawings, graphics, calculations and other documents relating to the contract, which the Contractor has either produced itself or had produced by third parties, in all known forms of media, including electronic media, the Internet and online media, on all image, sound and data carriers, for the purposes agreed in the contract or required under the contract, without any restrictions in terms of space, content and time.
- 11.4 In addition, the Contractor shall grant the Principal an exclusive right of use and exploitation to work results which the Contractor has produced individually for the Principal or has had produced individually for the Principal by third parties and shall procure the necessary granting of rights by the third parties for this purpose. Pre-existing rights of the Contractor or of third parties remain unaffected by this.

12 Change of production, Change of production site, Ability to deliver, Spare parts supply

- 12.1 If the Contractor intends to change or discontinue its production or to change the production site, it must notify the Principal thereof in writing without undue delay and explain the effects on the goods to be delivered to the Principal in writing. In the event of an intended discontinuation of production, the Contractor must ensure that the goods previously delivered to the Principal can continue to be delivered for a period of at least 12 months after receipt of its notification.
- 12.2 The Contractor is obliged to keep spare parts for the goods delivered to the Principal or the work performed for a period of at least 10 years after delivery / acceptance of the service, unless otherwise agreed in writing. If the Contractor intends to discontinue the production of spare parts for the goods delivered to the Principal or the work performed, clause 12.1 shall apply accordingly.

13 Subcontracting of the order, Prohibition of assignment

- 13.1 The Contractor is not entitled to subcontract the contract or essential parts of it to third parties without the prior written consent of the Principal.
- 13.2 Without the prior written consent of the Principal, the Contractor shall not be entitled to assign its claims against the Principal - in whole or in part - or to have them collected by a third party. If the Contractor assigns a claim against the Principal to a third party without the Principal's consent, § 354 a HGB shall apply.

14 Export control and Customs

- 14.1 The Contractor must comply with all export control regulations of the export control authorities applicable to it and the goods, in particular the embargo regulations of the European Union and the export control and embargo regulations of the USA. The Contractor is obliged to inform and clarify to the Principal in writing as early as possible before the delivery date any obligations to obtain approval for the goods in accordance with the applicable export, customs and foreign trade law of the country of delivery and origin of the goods and for the import and operation of the delivery goods. For this purpose, the Contractor shall provide the following information in particular:

- Export list number
- CAS number
- commodity tariff number
- origin number
- Subject to EAR and ECCN number in accordance with US (re-)export control law.

The Contractor is obliged to inform the Principal immediately of any changes to the above information in writing.

- 14.2 If the Contractor breaches its obligations hereunder, it shall bear all damages and other disadvantages incurred by the Principal as a result. This shall not apply if the Contractor is not responsible for the breach of duty.
- 14.3 Details of origin (certificates) and the customs classification of the goods (Combined Nomenclature "CN") requested by the Principal must be bindingly declared before conclusion of the contract and must be enclosed with the delivery of goods. The same applies to proofs of origin under value added tax law for third-country and intra-community deliveries. The documents relating to proofs of origin must be submitted to the Principal at the latest 10 calendar days before the delivery date, documents relating to value added tax at the latest when the invoice is issued. Furthermore, the Contractor undertakes to compensate the Principal for any damage caused by the fact that the declared origin and/or CN code of the goods is not recognised by the competent authority. The Contractor shall inform the Principal without delay if a delivery is subject in whole or in part to export restrictions under German or any other law.

15 Compliance with regulations

- 15.1 The Contractor is obliged to comply with all laws, ordinances, directives and other regulations applicable to it or the goods / services.
- 15.2 The Contractor is in particular obliged to comply with the recognised rules of technology (in particular DIN Standards, VDE Regulations, VDI Guidelines) and the statutory provisions on product safety in the EU, especially in Germany. The Contractor shall carry out all necessary product inspections (e.g. type tests), issue declarations (e.g. declaration of conformity) and properly affix the necessary markings (e.g. CE Marking).
- 15.3 In order to prevent accidents at work in connection with its goods / services, the Contractor shall take all necessary facilities, instructions and measures which comply with the statutory occupational health and safety provisions, the DGVV Regulations (Accident Prevention Regulations) and the Principal's site regulations.
- 15.4 During the performance of Contractor's obligations with respect to services, the Contractor must comply with the Principal's requirements for occupational safety and health and environmental protection as specified in the contract and observe all valid environmental and fire protection regulations and the German Ordinance on Industrial Safety and Health (BetrSichV) and its supplementary Technical Rules for Industrial Safety and Health (TRBS), the Water Resources Act (WHG), the Ordinance on Installations for Handling Substances Hazardous to Water and on Specialist Companies (AWSV) as well as the Operating Equipment Regulations, which can be inspected at the Principal's project manager's office.
- 15.5 The Contractor is further obliged to comply with the internationally applicable minimum labour standards, in particular all conventions of the International Labour Organisation (ILO) with regard to employee rights, working hours and occupational health and safety as well as all applicable statutory and official provisions.

- 15.6 The Contractor undertakes not to participate directly or indirectly, in any form of bribery or corruption, violation of human rights or discrimination against its employees, forced labour or child labour. The Contractor shall observe the regulations of fair competition, the General Equal Treatment Act (AGG) and the prohibition of discrimination.

- 15.7 The Contractor shall ensure the statutory minimum wage level and social benefits when deploying its or its subcontractors and sub-subcontractors for the execution of contracts with the Principal.

- 15.8 The Principal requires the Contractor to comply with EU laws on environmental and climate protection. The Contractor shall demonstrate a suitable quality and environmental management system for the control of processes and compliance with laws, taking into account recognised safety standards.

- 15.9 The Contractor shall ensure that the goods delivered by him comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). The substances contained in the Contractor's goods are registered as far as required under the provisions of the REACH Regulation, unless the substance is exempted from registration.

- 15.10 If hazardous substances within the meaning of the Hazardous Substances Regulation (Gefahrstoff VO) or products, the use of which cannot exclude the release of such substances, are supplied, the Contractor shall ensure that the Principal receives in due time safety data sheets that comply with the REACH Regulation, which shall be updated in the event of legally relevant changes. Upon request, the Contractor shall promptly provide the Principal with further information required for the compliance with legal requirements and the preparation of documents within the scope of product safety for the Principal.

16 Unlawful Restrictions of Competition

If the Contractor has entered into an agreement in connection with the supply of goods, a service or in connection of a tender for work services or services which constitutes an unlawful restriction of competition or an unfair practice, the Contractor shall pay 10% of the net invoice amount, in the case of work and services based on the final invoice, to the Principal as compensation for damages, unless the damage is proven to be in a different amount.

The same shall also apply if the Contractor has participated in a unlawful act concerning the restriction of competition affecting the market in terms of time, space and subject matter relevant for the supply of goods, the provision of services or the invitation to tender for work. § 33a of the Act against Restrictions of Competition (GWB), in particular the provisions on the statutory presumptions of evidence, shall apply mutatis mutandis.

This obligation shall also apply if the contractual relationship is terminated or cancelled or has already been fulfilled. Other contractual or legal claims of the Principal shall remain unaffected. The Contractor shall be entitled to prove that no or only minor damage has been incurred.

17 Choice of Law, Place of Jurisdiction / Arbitration Clause, Miscellaneous

- 17.1 These GTCP and all legal relationships between the Principal and the Contractor shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding any reference to other legal systems or to other substantive norms by provisions of private international law.

- 17.2 a) For Contractors having its corporate seat in a member state of the EU / EEA it is agreed: The exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship as well as for all non-contractual disputes in connection therewith shall be the Principal's place of business. However, the Principal reserves the right to assert his claims at any other permissible place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

b) For Contractors having its corporate seat outside the EU/EEA it is agreed: All disputes arising out of or in connection with the contractual relationship, including its validity, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of arbitration is Minden (Germany). The language of the arbitration shall be English.

- 17.3 The Contractor shall at all times comply with the current provisions of the Principal's Supplier Code of Conduct. The current version of the Supplier Code of Conduct is available at: http://coc.follmann-chemie.com/code-of-conduct_de-en.pdf.

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