



P3 - Plating Precision Pforzheim GmbH + Co. KG,
Postfach 91 01 49, D-75091 Pforzheim

General terms and conditions of purchase

1. Scope, form

- 1.1 These general terms and conditions of purchase shall apply to all business relationships with our business partners and suppliers. They shall only apply provided the supplier is an entrepreneur (§14 BGB [German Civil Code]), is a legal entity governed by public law or a special fund under public law.
- 1.2 These general terms and conditions of purchase shall in particular apply to contracts for the sale and/or delivery of movable items ("goods"), irrespective of whether the supplier itself is the manufacturer of the goods or whether the supplier has purchased the goods from a sub-supplier (§§ 433, 650 BGB). Unless otherwise agreed, these general terms and conditions of purchase shall apply in the applicable version which was sent in writing at the time of the purchase order to the supplier or the version which has been included in a framework agreement and is also valid for similar contracts in future without us having to refer to them again in each individual case.
- 1.3 We order exclusively on the basis of these general terms and conditions of purchase. Any contrary, deviating or supplementary business conditions of the supplier shall not apply unless we have expressly recognised these in writing. This approval requirement shall apply in all cases, for example, even if the supplier in the course of the order confirmation refers to its general terms and conditions and we do not expressly object to said conditions.
- 1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and the information in our purchase order take priority over these general terms and conditions of purchase. In case of any doubt, trade terms shall be interpreted according to the Incoterms® published by the International Chamber of Commerce (ICC) in Paris in the version which is applicable at the time when the contract is concluded.
- 1.5 Legally relevant declarations and notices of the supplier in relation to the contract (e.g. deadline, reminder, rescission) shall be submitted in writing. The written form in the sense of these general terms and conditions of purchase includes written and text forms, e.g. letter, email, telefax. Legal formalities and further additional verifications in particular in the case of doubt regarding the legitimacy of the declaring party remain unaffected.

2. Quotations, documents

- 2.1 Supplier quotations shall always be submitted in writing and are understood to be not subject to remuneration.
- 2.2 We reserve the proprietary rights, rights of use, exploitation rights and all intellectual property rights to all drawings, plans, illustrations, calculations, models, samples and other documents we have



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passed on to the supplier to enable the supplier to make a quotation. The supplier is not permitted to pass these on or make these accessible to a third party without our express consent in writing.

- 2.3 If said items are passed on to the supplier in connection with the submission of a quotation or purchase order, the supplier is only allowed to use said items for the purpose of submission of the quotation or processing the purchase order. The items shall be returned to us without solicitation if a purchase order is not made or on request after a placed purchase order has been processed.

3. Purchase order

- 3.1 Our purchase order is only binding after submission in writing or confirmation. Prior to acceptance of the purchase order, the supplier is obliged to notify us of any obvious errors (e.g. typing and calculation errors) and incompleteness of the purchase order including the purchase order documentation to enable us to make a correction or provide the missing items, otherwise the contract is deemed to be not concluded. For deliveries which are not made according to a proper purchase order in accordance with the regulations listed above, we are entitled to refuse acceptance and payment. In the case of ambiguities in the purchase order, these shall be clarified in writing after the supplier has made a query.
- 3.2 After receipt of a purchase order, the supplier is obliged to confirm the purchase order within 48 hours in writing or in particular to ship the goods unconditionally (acceptance).
- 3.3 A delayed acceptance is considered to be a new quotation and is subject to our acceptance.
- 3.4 If the order acceptance or letter of confirmation of the supplier deviates from the purchase order, the supplier is obliged to notify us expressly in writing. In this case, a contract is only concluded after we have sent our consent in writing.
- 3.5 An order acceptance which deviates from the purchase order is considered to be a new quotation and is subject to our acceptance in writing.
- 3.6 The commissioning of a subcontractor requires our prior consent in writing. In this process, the obligations of the supplier towards us are maintained without restriction, whereby the supplier shall be responsible for any errors of a subcontractor in the same way as the supplier is responsible for its own errors.

4. Prices, delivery, packaging

- 4.1 The prices listed in the purchase order are binding. All prices include the statutory value added tax if this is not listed separately.
- 4.2 Unless otherwise agreed, the price includes all services and ancillary services of the contractor (e.g. assembly, fitting) and all additional costs (e.g. proper packing, packaging, transport costs including possible transport and third party liability insurance).
- 4.3 The parties agree that all deliveries are subject to the Incoterm® DAP (Delivered At Place) unless the parties have expressly agreed otherwise. If the destination is not specified and nothing else has been



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agreed, the delivery shall be made to our place of business. The respective destination is also the place of performance for the delivery and any possible supplementary performance (obligation). The price listed in the purchase order includes all costs for delivery according to the agreed Incoterm.

- 4.4 The risk of cost increases of all types after conclusion of the contract is borne by the supplier unless otherwise agreed. Price increases are also excluded when the delivery takes place later than 4 months after conclusion of the contract or is planned to take place.
- 4.5 As far as we have not listed the prices in the purchase order, the supplier shall specify these in the order confirmation. In this case the contract is only effective after a further confirmation in writing issued by us.
- 4.6 If as an exception prices are agreed to be ex works or ex warehouse of the supplier or a third party, all costs incurred up to the transfer to the transport company including loading and carriage costs shall be borne by the supplier.
- 4.7 The supplier shall promptly notify us of the processing of a delivery by means of a dispatch note. The dispatch note along with other documents and invoices used for the processing of a purchase order shall include our purchase order number.
- 4.8 The supplier shall use environmentally friendly and if possible recyclable packaging materials.
- 4.9 Strip material is subject to our separately listed delivery and packaging regulations.

5. Replacement parts, tools after fulfilment of the contract

- 5.1 The supplier shall ensure that it can also deliver at reasonable conditions goods or replacement parts to us for a period of 15 years after the end of the series deliveries of which we will notify the supplier. In a timely manner, but at the latest at least with a lead time of 6 months before the expiry of the minimum time period, the supplier shall grant us the possibility of a final order for all-time requirement (to create stocks).
- 5.2 As far as we have not agreed to a different agreement, the prices for the first three years of this period correspond to those which were effective at the time of the last price agreement.
- 5.3 If the supplier intends to discontinue the production of replacement parts for the goods delivered to us, the supplier shall immediately notify us after this decision has been taken. This decision shall, subject to paragraph 1, be at least 12 months before the discontinuation of the production.
- 5.4 As far as the supplier requires special tools to execute the order, the destruction of said tools after fulfilment of the contract may only take place after the supplier has received our prior consent in writing or we are entitled to acquire the tools at market rates.



P3 - Plating Precision Pforzheim GmbH + Co. KG,
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6. Invoices, payment

- 6.1 Invoices shall be issued to the email address rechnung@schroeder-bauer.com in PDF format together all the required evidence with reference to the order details. Delays due to the non-fulfilment of these requirements are at the expense of the supplier. In such cases, payment periods do not commence before presentation of verifiable invoices corresponding to the regulations.
- 6.2 We are entitled to make payment within 14 calendar days with the deduction of 3% discount for quick payment or after 30 calendar days without discount unless the parties have expressly agreed to a deviating arrangement. In the case of a bank transfer, the payment is deemed to be made in time when our transfer is registered by our bank before the end of the payment period, whereby we are not responsible for delays caused by the payment transaction of the involved banks. The payment period starts after the invoice has been received, but not before it has been established that delivery is free of defects and that the performance is complete.
- 6.3 We are not liable to pay default interest. Default of payment is subject to the statutory regulations.
- 6.4 We are entitled to set-off and retention rights to the extent provided for by law and the right to object to a non-fulfilled contract. We are particularly entitled to hold back outstanding payments to the extent that we have outstanding claims against the supplier arising from incomplete or non-conforming services.
- 6.5 The supplier shall have a set-off or retention right only on account of legally established or undisputed counterclaims.

7. Schedules, deadlines, delay in delivery

- 7.1 The agreed delivery schedules and deadlines are binding and are calculated from the day of the purchase order. Decisive for their observance is the arrival of the shipment at the receiving location defined in the purchase order or the successful acceptance if such a process has been contractually agreed or is required by law. If the delivery time was not defined in the purchase order and was not otherwise agreed, the delivery time shall be 8 weeks after conclusion of the contract.
- 7.2 If the supplier recognises that it will not be able to meet the schedule or deadlines, it shall immediately notify us about this in writing providing the reasons and the duration of the expected delay. The recognition of the new delivery deadline requires our prior consent in writing and is not given either by the notification of the supplier or by a lack of response to this notification.
- 7.3 If the supplier is in default of delivery, we shall be entitled to statutory claims. In particular, we shall be entitled, after the expiry of a reasonable period of notice, to claim compensation instead of the performance and to rescind the contract.
- 7.4 We will only recognise premature deliveries and partial deliveries in individual cases or when this has been expressly agreed. Otherwise we are entitled to return the shipment at the cost of the supplier. Even if we accept the shipment, we are not obliged to make payments ahead of the schedule.
- 7.5 If it is verified that the supplier is culpable, we explicitly reserve the right to pass on the costs for the stop of the production line.



P3 - Plating Precision Pforzheim GmbH + Co. KG,
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- 7.6 If the supplier falls behind schedule, we can, in addition to further statutory entitlements, demand flat rate compensation for our damage caused by default to the amount of 1% of the net price per completed calendar week, however, not more than a total of 5% of the net price of the delayed delivered goods. We reserve the right to prove that a higher loss has occurred. The supplier is entitled to demonstrate that no loss whatsoever has been incurred, or only a much smaller loss.

8. Force Majeure

- 8.1 In cases of force majeure we are released from our obligation to accept the goods for the duration of the force majeure and the scope of the effect. A force majeure event is an event which is beyond our control and which prevents us partly or wholly from fulfilling our contractual obligations. A state of force majeure always exists in the event of armed conflicts (regardless of whether war has been declared), unrest, explosions, fire, floods, earthquakes, typhoon, epidemics, pandemics, cyber-attacks or malfunctions of the world wide web (internet). This also applies when a force majeure event results in a shortage of materials and production bottlenecks for which we are not responsible.
- 8.2 We will immediately notify suppliers of the occurrence and ending of a force majeure event and make all reasonable efforts to remove the force majeure and to restrict its effects as far as is possible.
- 8.3 If a force majeure event occurs, the contract parties will consult to determine further proceedings and define whether after the ending of the force majeure event the goods delayed by the event should be additionally delivered. This notwithstanding, we are entitled to cancel the affected purchase orders if the force majeure event lasts for more than 60 calendar days. The right of each contracting party in the case of a long-lasting force majeure event to terminate the contract on important grounds shall remain unaffected.

9. Defective delivery

- 9.1 In respect of our rights in case of defects regarding quality and defects of title of the goods (including wrong delivery and short delivery, as well as incorrect assembly and installation or deficient operating instructions) and in case of other breaches of duty by the supplier, the statutory provisions shall apply and exclusively in our favour the following explanations and supplements shall apply.
- 9.2 In accordance with the statutory regulations, the supplier is in particular responsible to ensure that the goods have the agreed quality when the risk passes to us. As regards the quality of the goods, at least those product specifications which are the subject of the order or which have been incorporated in the contract in the same way as these general terms and conditions of purchase shall be deemed agreed upon. It shall thereby make no difference whether the product description is from us, from the supplier or from the manufacturer.



P3 - Plating Precision Pforzheim GmbH + Co. KG,
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As far as the supplier receives drawings, samples or other documents, these are exclusively decisive for the nature, quality and workmanship of the goods to be delivered.

In the case of series production according to our specification, the series production may only be started after our sample release has been received in writing. The supplier shall immediately notify us of reservations it has with regard to our specification. In this case the production of samples or other fulfilment of the contract may only take place after the parties have reached an agreement.

The delivered goods shall correspond to the respectively applicable statutory accident-prevention regulations, VDE regulations (German Association for Electrical, Electronic & Information Technologies), other statutory regulations, statutes, regulations and the accepted rules of engineering.

- 9.3 For goods with digital elements or other digital content, the supplier is also responsible for the availability and updating of the digital content as far as arises from a quality agreement acc. to point 9.2 or other product descriptions of the manufacturer or made on its behalf, in particular in the internet, in marketing or on the goods label.
- 9.4 The supplier is responsible to ensure that the warranties transferred to it are met and to ensure that the deliveries or services are free of defects. The deliveries shall also correspond to the relevant provisions of public law, guidelines and regulations of public authorities, and professional associations, etc..
- 9.5 After the contract has been concluded we are not obliged to inspect the goods or make special investigations to determine possible defects. Notwithstanding § 442 BGB, par. 1 page 2, we shall even be entitled to unrestricted warranty claims if the defect remains unknown to us upon conclusion of contract as a result of gross negligence.
- 9.6 The commercial duty to examine and to notify defects shall be governed by the statutory provisions (§§ 377, 381 HGB [German Commercial Code]) subject to the following conditions:
Our duty to inspect as part of the incoming lot control is limited to defects which are evidently revealed by an external examination, including examination of the delivery papers (e.g. transport damage, incorrect and short deliveries) or by our quality control using random sample tests. As far as acceptance is agreed, there is no obligation to inspect the goods. Furthermore, it depends to what extent an inspection, under consideration of the circumstances of the individual case, is feasible in the ordinary course of business. Our obligation to give notice of defects discovered at a later point in time remains unaffected. Irrespective of our obligation to inspect the goods, our notification of defects shall be seen as timely and without delay when it is sent within 5 working days after the discovery, or, for obvious defects, after the delivery.
- 9.7 Supplementary performance also includes the removal of the defective goods and the reinstallation of the goods as far as the goods with their nature and their purpose were properly installed in another item or mounted onto another item before the defect was obvious, whereby our statutory right to claims for compensation (removal and installation costs) remains unaffected. The expenses necessary in connection with examination and subsequent performance, in particular transport, travel, labour and material expenses, possible removal, and installation expenses, are borne by the supplier, also when it transpires that actually a defect was not present. Our liability to pay damages



P3 - Plating Precision Pforzheim GmbH + Co. KG,
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in the case of an unjustified request to remedy a defect shall remain unaffected, whereby we shall only assume liability to the extent when we have recognised or negligently failed to recognise, that no defect was present.

- 9.8 Notwithstanding our legal rights and the regulations in point 5, it shall apply that if the supplier does not honour his obligation to provide supplementary performance at our discretion either by a removal of the defect (reworking) or the supply of an item without defects (replacement delivery), within an adequate period of time set by us, we are entitled to remove the defect and demand the replacement of the expenses or an appropriate advance payment required to do this from the supplier. If supplementary performance by the supplier has failed or is unacceptable for us (e.g. due to a particular urgency, risk to operational safety or imminent occurrence of disproportionate damages) there shall be no need to set a deadline, whereby we shall immediately notify the supplier of such circumstances and as far as possible in advance.
- 9.9 In the event of a defect, we are entitled to statutory claims arising from defects. In particular, we are entitled to demand according to our discretion the removal of the defect, or supply or manufacture of a new item.
- 9.10 In cases where there is a risk of a disproportionately high amount of damages or other special reasons of urgency we are entitled to undertake the removal of the defect at the expense of the supplier when we have attempted without success to contact the supplier or have not notified the supplier due to a special urgency. This does not release us from the obligation to immediately notify the supplier of such measures.
- 9.11 Furthermore, we shall be entitled to a reduction of the purchase price or withdrawal from the contract according to the legal regulations in the case of defects of quality and defects of title. We also have a right to compensation for damages and the reimbursement of expenses in accordance with the statutory provisions.

10. Recourse against the supplier

- 10.1 We are entitled to the statutory rights of recourse within the supply chain (supplier recourse acc. to §§ 478, 445a, 445b50 and §§ 445c, 327 par. 5, 327u BGB) in addition to our unrestricted rights to make claims for defects. We are especially entitled to exactly define the type of supplementary performance (reworking or replacement delivery) from the supplier which we owe to our customer in individual cases, whereby with goods with digital elements or other digital content this shall apply to the provision of the required updates. Our statutory right to choose (§ 439 BGB par. 1) is not restricted by this.
- 10.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses acc. to §§ 445a Abs. 1, 439 par. 2, 3, 6 p. 2, 475 par 4 BGB), we shall notify the supplier and, giving a brief account of the facts, request a written statement.



P3 - Plating Precision Pforzheim GmbH + Co. KG,
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If substantiated comments are not provided within a reasonable period of time and also no mutual resolution is brought about the claim, the claim for defects we conceded shall be regarded as owed to our buyer. In that case it shall be incumbent on the supplier to provide proof to the contrary.

- 10.3 Our claims arising out of the recourse against suppliers shall also apply if we, our customer, or a third party, have connected the defective goods to another product or further processed the defective goods through, for example, fitting, mounting or an installation.

11. Product liability, exemption from third party claims, insurance, intellectual property rights

- 11.1 If, due to a defect of the goods delivered by the supplier, claims are lodged against us, we are entitled to demand compensation for any losses incurred, as far as the supplier is responsible for the error. The supplier shall release and indemnify us from damages claims that are based on product damage when the error is within the supplier's area of responsibility.
- 11.2 Under its obligation to indemnify, the supplier shall reimburse any expenses pursuant to §§ 683, 670 BGB which arise in connection with a claim from a third party including the measures which we implement with a reasonable and appropriate scope to prevent product liability damages in such cases. We will inform the supplier about the content and scope of such measures, in particular when a product recall action is required. This shall not prejudice any statutory rights to which we are entitled in this context.
- 11.3 The supplier is obliged to take out adequate insurance against all product liability risks and on request to provide proof of insurance.
- 11.4 The supplier undertakes to supply goods and services which are free of any third-party industrial property rights, in particular for the contractually agreed purpose.
- 11.5 The supplier releases us from claims of third parties arising from the infringement of industrial property rights and shall reimburse all our expenses which result from a third party claim if such claims are based on a culpable violation by the supplier or its vicarious agents.

12. Limitation period

- 12.1 The reciprocal claims of the parties to the contract shall become statute-barred according to the legal regulations unless otherwise agreed.
- 12.2 Notwithstanding § 438 par. 1 no. 3 BGB, the general statute of limitations for claims from defects of quality is 3 years from the date of transfer of the risk. As far as an acceptance has been agreed, the limitation period begins with date of the acceptance. The 3-year limitation period shall apply to claims arising out of defects, whereby the statutory limitation period for third-party claims for actio in rem (§ 438 par. 1 no. 1 BGB) remain unaffected and claims on the grounds of legal defects shall not become statute-barred as long as the third party can assert the claim against us, in particular in the absence of limitation.
- 12.3 The statute of limitation periods of commercial law including the above extension shall apply to all contractual claims for defects permitted by the extent of the law. If we are also entitled to



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extra-contractual compensation due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), when the application of the limitation periods under the law governing the sale of goods or services does not result in a longer limitation period.

13. Rescission of the contract – compensation

- 13.1 If the supplier does not meet the requirements stated in the order confirmation or not according to the contract, we are entitled after the expiration of a reasonable set period of time to withdraw from the contract and to demand compensation instead of performance.
- 13.2 We are especially entitled to withdraw from the contract if the supplier does not fulfil its obligations acc. to point 19 (confidentiality).
- 13.3 We are also entitled to withdraw from the contract if the supplier's financial situation deteriorates substantially or threatens to deteriorate and as a result the fulfilment of commitments towards us is at risk.
- 13.4 The right to extraordinary termination for an important reason in connection with continuing obligations remains unaffected.

14. REACH

- 14.1 We assume that all substances used in products delivered to us (e.g. raw materials, process materials, components, assemblies), which have to be registered acc. to REACH (European directive 1907/2006: registration, evaluation and approval of chemicals), have been registered in advance by the supplier or subcontractor. For the purpose of the application, these products must be registered within the timeframe prescribed by REACH. In the unlikely event that this is not the case, we must be notified immediately.
- 14.2 Due to the REACH regulations, each supplier must provide evidence (also for packaging) of substances of very high concern in its product which are greater than 0.1%. These substances of very high concern are listed in the EU publication which is continually updated and extended. The supplier undertakes to independently inform itself in order to be able to provide an updated list at any time.

15. Reservation of title, provided materials

- 15.1 The title to the goods shall be transferred to us unconditionally and regardless of whether the purchase price has been paid. If, however, in individual cases we accept an offer of the supplier for transfer of ownership contingent on payment of the purchase price, the reservation of title by the supplier shall expire no later than with the payment of the purchase price for the delivered goods. We remain entitled in the ordinary course of business also prior to payment of the purchase price to resell the goods under advance assignment of the resulting claim (alternative application of simple



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Postfach 91 01 49, D-75091 Pforzheim

reservation of title and extended reservation of title in the case of resale). All other extended reservations of title shall hereby be excluded, in particular advanced and transferred reservation of title extended in the case of further processing.

- 15.2 We shall also retain ownership of materials we provide to the supplier in connection with the conclusion of the contract or tools, drawings and other documents provided for the processing of the contract. The supplier may only exclusively use the tools we provide to the supplier for the production of the deliveries the supplier sends us.
- 15.3 The processing and transformation by the supplier of provided materials is made on our behalf. As far as the provided materials are mixed with other goods, we shall acquire co-ownership of the unified product thereby created in the proportion of the value of our reserved materials at the time of processing. If the materials provided by us are mixed with other items that are not our property, we shall acquire co-ownership rights in the new product according to the ratio of materials provided by us to the other items processed at the time of the mixing. If the mixing leads to the items from the supplier being seen as the main item compared to our provided materials, the supplier shall transfer proportionate co-ownership of the new item and shall store it for us.

16. Assignment prohibition

The rights and obligations of the supplier from the contract shall not be transferable without our prior written consent. § 354a HGB remains unaffected.

17. Right to emergency production

In all cases of an assumed or actual longer term hindrance to the delivery at the supplier, including the case of an extraordinary termination of the contract, the supplier shall grant us or a third party nominated by us a right to emergency production, i.e. the supplier shall provide us with the necessary tools and required know-how (including the rights to use industrial property rights) and also take the necessary measures and in particular provide support for personnel with instructions which are necessary to continue the production at the location defined by us. If the hindrance to production is attributable to the supplier, the granting of the right to emergency production shall be without cost and in other cases the supplier's proven expenses shall be reimbursed. In consultation with us, the supplier is entitled to meet a threatened or actual longer term hindrance to delivery by transfer of the production to one of its other locations.

18. Export controls, customs

- 18.1 The supplier shall take responsibility that the goods it delivers are not subject to export restrictions. If such export restrictions are applicable, the supplier shall notify us in advance in writing.



P3 - Plating Precision Pforzheim GmbH + Co. KG,
Postfach 91 01 49, D-75091 Pforzheim

- 18.2 On our request the supplier shall immediately provide the certificates of origin, supplier's declarations, statistical goods numbers or reference checks and any further documents/data according to the requirements of international trade.
- 18.3 Imported items shall be delivered with the customs duty paid. The supplier undertakes to allow checks performed by the customs authorities, to issue all the required declarations and information and obtain all the required official confirmations at its own cost.
- 18.4 In case of deliveries or services being supplied from a country of the European Union outside Germany, the EU-tax ID number must be indicated.

19. Confidentiality

- 19.1 The supplier shall be obliged to keep all drawings, plans, illustrations, calculation, models, samples and other documents ("confidential information") confidential. As far as the confidential information in the sense of this agreement does not satisfy the legal requirements of a trade secret (§ 2 no.1 GeschGehG [German Trade Secret Act]), this information, however, falls under the contractual obligations of this agreement.
- 19.2 Information is not deemed to be a trade secret or confidential,
- which was in the public domain or generally known before the communication or which became known at a later date and does not violate an obligation to secrecy;
 - which was already verifiably known to the supplier before the supplier received the information from us and does not violate an obligation to secrecy;
 - which was used by the supplier without use or reference to trade secrets or confidential information gained from us; or
 - which was passed on or made available by a third party entitled to pass on the information without violation of the obligation to secrecy.
- 19.3 The supplier is only permitted to make known or pass on the confidential information with our express prior written consent as far as the supplier has also committed the third party to secrecy. Breaches of contract made by third parties appointed by the supplier shall be deemed to be the same as a breach of contract made by the supplier.
- 19.4 The obligation of confidentiality continues after the contract has ended. The obligation of confidentiality expires if and to the extent that the expertise contained in the information concerned has become generally known. If the supplier violates this obligation, he shall pay us a contractual penalty.
- 19.5 In the case of culpable violation of the supplier or other persons, for which the recipient pursuant to §§ 31, 278 BGB is responsible in respect of the obligations arising from point 19, the suppliers undertakes to pay us a reasonable contractual penalty, the amount of which we will determine at our discretion (§ 315 BGB) and in the case of a dispute can be checked for adequacy in a court of law. Other further contractual or statutory claims (e.g. §§ 6 ff. GeschGehG) remain unaffected, whereby a paid penalty for breach of contract is set off against a claim for damages which might be higher.



P3 - Plating Precision Pforzheim GmbH + Co. KG,
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19.6 Apart from that, the handling of confidential information is governed by the regulations to protect trade secrets (in Germany with legislation to protect trade secrets and in other member states of the European Union by the implementation of RL 2016/943) and the agreements concluded in confidentiality agreements or non-disclosure agreements.

20. Place of performance, choice of law, place of jurisdiction, miscellaneous

- 20.1 The place of performance for liabilities arising from the contract, in particular the delivery and payment, for both parties is the head office of our company or a place of performance named by us.
- 20.2 This contract is solely subject to the law of the Federal Republic of Germany excluding the provisions of international civil law and also excluding the UN Convention on the International Sale of Goods.
- 20.3 If the supplier is an entrepreneur within the meaning of the German Commercial Code, is a legal entity governed by public law or a special fund under public law, the court of jurisdiction is exclusively (also for international transactions) for all disputes arising from this contractual relationship our head office. The same applies where the supplier is an enterprise pursuant to § 14 BGB. We are, however, also entitled in all cases to start legal proceedings at the place of fulfilment for the delivery obligation in accordance with these general terms and conditions of purchase or an individual agreement which takes priority or at the place of general jurisdiction of the supplier. Statutory regulations of prime importance, in particular regarding exclusive competence, remain unaffected.

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