

GENERAL TERMS AND CONDITIONS OF PURCHASE AND SUPPLY

of Rommelag SE & Co. KG

1. Scope of application

1.1 These General Terms and Conditions of Purchase and Procurement (hereinafter referred to as "GCP") apply to all contracts on the basis of which Rommelag SE & Co. KG and its affiliated companies based in Germany Rommelag (hereinafter "Rom-melag") procures deliveries or other services (hereinafter collectively referred to as "service", the term "service" therefore also includes deliveries) from contractors within the meaning of § 14 BGB (hereinafter "Supplier").

1.2 In the context of ongoing business relationships, these GTCS shall also apply to all subsequent transactions with the Supplier without Rommelag having to refer to their validity again in each case.

1.3 The inclusion of general terms and conditions of a Supplier in a contract is hereby rejected. These GTCS shall be conclusive for all business transactions with the Supplier with regard to the subject matter of the contract. In particular, the Supplier's General Terms and Conditions shall not become part of the contract, irrespective of whether they contain provisions that deviate from or supplement these GTCS.

1.4 This shall also apply if the contracting parties are or were already in a business relationship with each other in which the Supplier's General Terms and Conditions of Purchase applied, or if reference is made to the Supplier's General Terms and Conditions of Business in the course of order processing and Rom-melag does not expressly object to their inclusion. Vertragsschluss, Vertragsinhalt, Qualitäts- und technische Vorschriften

2. Conclusion of contract, content of contract, quality and technical regulations

2.1 A contract shall not be deemed concluded until Rommelag receives an order confirmation in text form that corresponds to the order or Rommelag accepts the order confirmation that deviates from the order, but at the latest when the Supplier begins to perform the contractual obligations by express or tacit agreement with Rommelag (hereinafter referred to as "Contract Confirmation").

2.2 The scope and content of the contract shall be determined in each case by the Contract Confirmation and the underlying declaration(s), for example the order confirmation, order or the Supplier's quotation.

2.3 Annexes to Rommelag's orders, e.g. illustrations, drawings, specifications, shall be authoritative and become part of the contract. The Supplier shall be obliged to clarify the matter if it recognizes deviations, problems and/or a need for clarification.

2.4 In the event of obvious typographical or calculation errors in the offer or in the order confirmation, what was meant for the recipient without the typographical or calculation error shall apply.

3 Prices, payment periods, default of payment, offsetting

3.1 Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transportation costs including any transport and liability insurance).

3.2 As proof of services rendered, the Supplier must submit suitable

records or otherwise make them available to Rommelag no later than upon invoicing.

3.3 Rommelag shall pay invoice amounts within 30 days of receipt of the complete performance (including any agreed acceptance as well as the agreed or legally owed documentation, test certificates (e.g. certificates of analysis and/or works certificates) or similar documents) as well as receipt of a proper invoice and suitable proof of performance.

3.4 Rommelag shall not owe any interest on arrears. The statutory provisions shall apply to default in payment.

3.5 In the event of defective delivery and/or performance, Rommelag shall be entitled to offset and withhold payments until proper performance.

4 Delivery terms, transfer of risk

4.1 Dates and deadlines agreed between the Supplier and Rommelag shall be binding. The date of receipt of the performance by Rommelag shall be decisive for compliance with a date or deadline.

4.2 If agreed deadlines are not met, the statutory provisions shall apply. If, after the order confirmation has been sent, the Supplier recognizes problems that prevent or at least call into question punctual delivery or performance of the service, it shall be obliged to inform Rommelag thereof without delay.

4.3 Rommelag shall be entitled to demand a contractual penalty from the Supplier in the event of default by the Supplier. If the performance of the service is delayed by up to one week, the Supplier shall owe Rommelag a contractual penalty in the amount of 2% of the agreed remuneration. For each additional week of delay, the parties agree on a contractual penalty of a further 1% of the agreed remuneration. Both parties shall be free to prove higher or lower damages.

4.4 Unless otherwise agreed in a contract for the delivery of goods, the Supplier shall deliver DDP (Incoterms 2020) to the agreed place of delivery.

4.5 If further services (e.g. assembly, commissioning) have been agreed with the supplier, the transfer of risk in accordance with clause 4.4 shall only occur after these further services have been provided.

4.6 Neither acceptance nor acceptance or payment of a delayed delivery or service shall constitute a waiver by Rommelag of claims or other rights due to the delay.

5 Provision of objects; work at Rommelag's premises

5.1 Items provided by Rommelag to a Supplier for use, processing and/or further processing shall remain the property of Rommelag. Items provided may only be used for Rommelag's orders as intended.

5.2 The Supplier must prepare a risk analysis before carrying out any work on Rommelag's premises. At the Supplier's request, Rommelag shall provide the information required for this purpose. If risks and safety requirements arise from this analysis, these must be agreed with Rommelag before work begins. Rommelag must be notified

immediately in the event of any breach of these safety requirements by the Supplier.

5.3 When carrying out work on Rommelag's premises, the applicable laws and regulations as well as existing company regulations must be complied with. The existing company regulations shall be communicated to the Supplier by Rommelag as part of an instruction and shall be complied with by the Supplier. The Supplier shall appoint a responsible person to ensure the duty of supervision and control.

6 Agreed quality

6.1 Raw materials, components, parts, finished and semi-finished products (together "Goods") that the Supplier delivers to Rommelag must meet the following requirements:

- All respective subjective requirements within the meaning of § 434 para. 2 BGB;
- all objective requirements within the meaning of Section 434 (3) BGB, if and insofar as nothing to the contrary has been effectively agreed; and
- all assembly requirements (if and insofar as the Supplier is also responsible for assembly).

6.2 Insofar as the goods are recognizably production material for Rommelag for the Supplier, the goods must meet the requirements of all product safety, marking, approval, testing and/or environmental regulations applicable worldwide, in particular (but not limited to) in the USA, the United Kingdom, Canada, China, India, Switzerland, all member states of the EEA, India, Thailand, Australia, New Zealand, Brazil, Argentina, South Africa and South Korea.

6.3 Goods that the Supplier delivers to Rommelag must also have been extracted, produced and/or manufactured without violating human rights and the environment ("LKSG-compliant extraction, production and/or manufacture").

6.4 The LkSG-compliant extraction, production and/or manufacture of a product shall be treated as an agreed quality of the product promised by the Supplier. If goods delivered to Rommelag have not been extracted, produced and/or manufactured in conformity with the LkSG, Rommelag shall have the same rights as in the event of a material defect.

6.5 The Supplier shall also be obliged to comply with applicable foreign statutory human rights and environmental due diligence obligations or to require its own suppliers to comply with them. Clause 6.3 shall apply accordingly.

6.6 The supplier shall bear the procurement risk for all resources (material, energy, information, rights) that are required and/or necessary to fulfill its obligations to Rommelag.

7 Inspection and notification of defects, warranty

7.1 The Supplier warrants that the delivered goods are free of material and legal defects and, in particular, that they have the quality agreed in accordance with Section 6. Insofar as no conclusive agreement has been made regarding the agreed and/or guaranteed quality, the suitability for the use assumed according to the order and the accessories as well as the instructions, including assembly and installation instructions, § 434 para. 3 BGB shall apply.

7.2 In the event of defective performance, Rommelag may, in accordance with the statutory provisions, at its discretion demand rectification of the defect or performance of a defect-free item or service, withdraw from the contract or reduce the agreed prices accordingly and demand compensation for damages or reimbursement of futile expenses.

7.3 Unless otherwise agreed, the notice of defects pursuant to § 377

of the German Commercial Code (HGB) by Rommelag shall in all cases be deemed immediate and timely if it is made within ten (10) working days of receipt of the goods or, in the case of hidden defects, of their discovery. In this respect, the Contractor waives the objection of late notification of defects.

7.4 Except in the case of construction services and/or construction products, claims for defects in the goods delivered by the Supplier shall become time-barred within 36 months of delivery.

8 Industrial property rights and know-how, work results

8.1 "Industrial property rights" are all industrial and intellectual property rights, including, but not limited to, rights to inventions (in particular patents), trademarks, trade or company names, intellectual creations (in particular copyrights) and all rights to know-how (e.g. methods, processes, technologies, algorithms, design rights, domain names, irrespective of whether the afore-mentioned rights are registered or not), as well as all rights or forms of (e.g. methods, processes, technologies, algorithms), design rights, domain names, regardless of whether the afore-mentioned rights are registered or not, as well as all rights or forms of protection of a similar nature in any country, including the right to use these rights (whether by license, sublicense, transfer, permission or otherwise).

8.2 Notwithstanding anything to the contrary in these GTCP and subject to the provisions of clause 8.5, these GTCP do not transfer any intellectual property rights or rights of use directly or indirectly from Rommelag to the Supplier. Any transfer of industrial property rights or the granting of a license of use to the Supplier shall only take place, if at all, in accordance with a written agreement between the contracting parties. Rommelag reserves title to all industrial property rights, documents or information of any kind (including electronic or electronically transmitted information) which are transmitted to the Supplier by Rommelag. The right to any use, reproduction and exploitation shall therefore belong exclusively to Rommelag in the relationship between the contracting parties.

8.3 All industrial property rights and/or documents ("Work Results") created by the contracting parties or by third parties, if they have been consulted by the Supplier for the performance of the contract, in connection with the provision of the service shall be the exclusive property of Rommelag. The Supplier assigns to Rommelag all rights to the Work Results and shall take all necessary actions to support Rommelag at its own expense in obtaining (e.g. by registration) and enforcing the Work Results. Rommelag accepts a corresponding assignment. Inalienable rights, e.g. moral rights, shall remain unaffected by the above provision. The Supplier must ensure that work results protected by copyright can be used without naming the author.

8.4 The granting of rights to the work results in accordance with clause 8.3 is compensated for with the agreed remuneration for the service.

8.5 Insofar as the use of property rights or documents of Rommelag is absolutely necessary for the performance of the contract, Rommelag shall grant the Supplier a simple, non-transferable right to use these property rights and/or documents without a license, and only to the extent necessary for the performance of the contract.

8.6 The supplier warrants that the supplier's services and their contractual use do not infringe any third-party property rights. The Supplier shall indemnify Rommelag against all third-party claims asserted against Rommelag due to the infringement of any industrial property rights if these are based on a culpable breach of duty by the Supplier. This shall include an indemnification of costs incurred by Rommelag for the avoidance and/or removal of infringements of industrial property rights.

8.7 Rommelag is not obliged to check whether the use of Rommelag's industrial property rights outside Germany (for suppliers based in Germany) or outside the country in which the supplier has its registered office (for suppliers based outside Germany) infringes the rights of third parties. Clauses 13 and 14 remain unaffected.

9. indemnification obligations of the Supplier

9.1 The Supplier shall indemnify Rommelag against the following third-party claims:

- Claims based on a breach of a contractual or statutory duty for which the Supplier is responsible.
 - Claims based on the fact that Rommelag infringes third-party rights by using and/or reselling an item purchased from the supplier; this shall not apply if and to the extent that the infringement is based on the fact that Rommelag has redesigned the item; the installation of parts or components in other components or machines is not a redesign in this sense.
- "Third parties" in the sense of these GTCS are all market participants (irrespective of their legal form, natural persons as well as non-natural persons).

9.2 The Supplier guarantees that the delivery or use of the delivered goods or the provision of the service does not infringe the rights of third parties, in particular industrial property rights and other intellectual property.

9.3 The Supplier shall indemnify Rommelag and Rommelag's end customers against all claims arising from the use of such industrial property rights.

10 Acceptance

10.1 If the Supplier's scope of delivery and services is to be accepted on the basis of statutory or contractual provisions, the Supplier shall be obliged to agree this with Rommelag within a reasonable period of time after the conditions for acceptance have been met.

10.2 If acceptance is contractually agreed or provided for by law, the risk shall not pass to Rommelag until Rommelag has signed the acceptance protocol. The mere commissioning or use by Rommelag shall in no way replace formal acceptance.

11. confidentiality obligations of the supplier

11.1 "Confidential information" is all information of an economic, commercial, technical or other nature which is not generally known or readily accessible, either as a whole or in the exact arrangement and composition of its components, to persons in the circles which normally deal with this type of information and is therefore of commercial value. In particular, all specifications, descriptions, sketches, drawings, designs, patterns, samples, data, inventions, formulas, procedures, plans, programs, models as well as knowledge, experience and know-how which have been transmitted or made accessible to the supplier by Rommelag or its affiliated companies in preparation for the conclusion of the contract or in the performance of the contract or which have been obtained, created or developed in the performance of the contract using confidential information may constitute Confidential Information.

11.2 Confidential Information may be disclosed in any form, provided that it has either been disclosed under confidential circumstances or would be considered confidential by the parties from an objective point of view, including information obtained by the Supplier or its affiliates during a visit to Rommelag's premises by observation or otherwise.

11.3 The Supplier undertakes to keep Confidential Information strictly confidential and not to disclose, make available, disseminate or publish it to any third party without Rommelag's consent and to use it only for the purpose of the contract.

11.4 The Supplier further undertakes to take all reasonable steps and, at least under the circumstances, to take reasonable confidentiality measures within the meaning of § 2 No. 1 lit. b) Gesch-GehG to prevent unauthorized use or disclosure of the Confidential Information.

11.4.1 The Supplier shall make the Confidential Information available only to those persons who need to know the Confidential Information in order for the Supplier to fulfill its rights and obligations under the contract, and shall only disclose it if the respective persons are under a reasonable obligation of confidentiality. The Supplier shall be liable for any breach of confidentiality obligations by such persons acting on its behalf in the same way as for a breach by itself.

11.5 The Supplier shall inform Rommelag immediately if it becomes aware of any possible unauthorized use or disclosure of the Confidential Information and shall take all reasonable measures to prevent any further unauthorized use or disclosure of the Confidential Information.

11.6 The Supplier's confidentiality obligation shall not apply to Confidential Information for which the Supplier can prove that the respective information (i) was already generally accessible at the time of notification or became generally accessible after notification without the cooperation or fault of the Supplier, or (ii) was already in the possession of the Supplier at the time of notification, or (iii) was made accessible to the Supplier by a third party not bound to secrecy or non-use; or (iv) is required to be disclosed by law or by judicial or administrative order of a court or public authority; whereby the Supplier shall notify Rommelag of the obligation to disclose without undue delay to the extent legally possible in order to give Rommelag the opportunity to take reasonable steps in its discretion to prevent the disclosure, or (v) was developed by the Supplier independently and without breach of the confidentiality obligations under these GTCS. Even a disclosure permitted hereunder shall not release the Supplier from its other confidentiality obligations.

11.7 Even if one of these exceptions applies to individual pieces of information provided under the contract, the supplier is not permitted to disclose to third parties that it has received this information from Rommelag or that we are using this information in an operation or production, unless the respective circumstance also falls within the scope of one of the aforementioned exceptions.

11.8 The supplier shall not acquire any further rights of use, processing or reproduction through the transmission or disclosure or other provision of Confidential Information. Rommelag reserves all rights in this respect, in particular all rights to apply for industrial property rights.

11.9 The Supplier shall not be entitled to obtain Confidential Information or business secrets of Rommelag and its affiliated companies by reverse engineering. "Reverse engineering" means any action, including observing, examining, disassembling or testing, with the intention of obtaining or reconstructing Confidential Information and/or trade secrets.

11.10 Unless otherwise provided for in these GTCS and/or a contract in which these GTCS are included, the Supplier shall, at Rommelag's request, return to Rommelag or destroy all copies and documents and other records containing Confidential Information after termination of a contract which the parties have concluded including these GTCS, for whatever reason. The only exceptions are copies which the Supplier is legally obliged to keep or is entitled to keep on the basis of a contract concluded by the parties including these GTCS. Notwithstanding the foregoing, the Supplier may use Confidential Information

11.10.1 for the purpose of proving or defending against possible subsequent claims under this Agreement,

11.10.2 to comply with accounting or other statutory retention periods or to document decisions of supervisory boards or comparable bodies, and

11.10.3 insofar as the deletion of electronic copies of the Confidential Information, which were only created as a backup in automated systems, would require a disproportionately high technical effort.

11.11 As long as Confidential Information remains stored, the provisions on confidentiality shall continue to apply accordingly. Within thirty (30) days of receipt of Rommelag's request, the Supplier shall confirm to Rommelag in text form that it has complied with Clause 11.9.

11.12 Rommelag shall be entitled to inspect the Supplier's compliance with the confidentiality obligations or to have such compliance inspected by auditors to be appointed on a case-by-case basis. Rommelag shall have the right to satisfy itself of the Supplier's compliance with the confidentiality obligations in its business operations by means of random checks during normal business hours, of which the Supplier must be notified in good time. The Supplier shall ensure that Rommelag is able to satisfy itself of the Supplier's compliance with the confidentiality obligations. The Supplier undertakes to provide Rommelag with the necessary information upon request and, in particular, to provide evidence of the implementation of confidentiality measures that are at least appropriate under the circumstances.

11.13 The confidentiality obligation shall apply for an unlimited period of time; in particular, it shall not end with the termination of the respective individual contracts which the parties have concluded including this EKB.

12 Compliance with the Code of Conduct for Business Partners

12.1 In its business activities, Rommelag observes the 17 goals for sustainable global development set out in the United Nations 2030 Agenda. In the Code of Conduct for Business Partners, which can be accessed at ww.rommelag.com, Rommelag has set out the guiding principles for achieving these goals.

12.2 Rommelag not only observes the Rommelag Code itself, but also expects its suppliers to comply with the provisions of the Rommelag Code. The Supplier undertakes to comply with the provisions of the Rommelag Code.

12.3 Rommelag shall be entitled to audit the Supplier's compliance with the Rommelag Code or to have it audited by auditors to be appointed on a case-by-case basis. Rommelag shall have the right to satisfy itself of the supplier's compliance with the Rommelag Code by means of random checks during normal business hours, which shall be announced to the supplier in good time.

12.4 The Supplier shall ensure that Rommelag is able to satisfy itself of the Supplier's compliance with the Rommelag Code. To this end, the Supplier shall be obliged to provide Rommelag with the necessary information upon request and, in particular, to provide evidence of the implementation of appropriate measures for compliance with the Rommelag Code.

13 Compliance with the Supply Chain Due Diligence Act

13.1 Rommelag must comply with the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG) and in particular oblige its suppliers to comply with the human rights and environmental obligations described in the LkSG. Rommelag's suppliers must in turn take appropriate account of this expectation vis-à-vis their own suppliers along their own supply chain.

13.2 The supplier has the following obligations to prevent human rights and environmental risks and breaches of duty:

13.2.1 The supplier must regularly, at least once a year, systematically analyze and assess whether and, if so, at the steps in Germany and abroad (starting with the extraction of raw materials) that are necessary to provide the services owed by the supplier to Rommelag, (i) there is a risk that human rights and/or environment-related breaches of duty will occur and/or (ii) human rights and/or environment-related breaches of duty will actually occur.

13.2.2 The Supplier must prevent any violation of human rights or environmental obligations at any step in Germany or abroad that is necessary to provide the services owed by the Supplier to Rommelag (from the extraction of raw materials to the provision of the service to Rommelag).

13.2.3 The Supplier shall take all measures that are technically and organizationally possible and economically reasonable for the Supplier and that are necessary to prevent human rights and environmental risks and breaches of duty in all steps required for the services to be provided by the Supplier to Rommelag in Germany and abroad (hereinafter referred to as "supply chain due diligence measures").

13.2.4 The Supplier must designate and name to Rommelag a person who is responsible for and authorized to ensure and monitor compliance with the supply chain-related obligations set out in these SCC.

13.3 The supplier must review the suitability and effectiveness of the supply chain due diligence measures taken by the supplier at regular intervals, at least once a year, and must review individual supply chain due diligence measures whenever the supplier becomes aware of a circumstance or fact that gives reason and/or should give reason on critical examination to doubt the suitability or effectiveness of a supply chain due diligence measure.

13.4 The supplier must document

- when and for what reasons the supplier takes and/or implements which supply chain due diligence measures and
- when, how, why and with what results the supplier reviews, modifies, repeats and/or terminates supply chain due diligence measures already taken.

The documentation must be analogous to §§ 238, 239 HGB, i.e. it must fulfill the formal requirements for the recording and recording of business transactions in commercial books.

13.5 The Supplier must provide Rommelag with the following information in text form upon request:

- The nature and content of the supply chain due diligence measures taken by the Supplier;
- the dates and/or periods at or during which the Supplier has taken these supply chain due diligence measures.

13.6 Upon request, the Supplier shall provide Rommelag with a copy of the documents (Supplier's obligation to provide) that the Supplier has prepared to fulfill the documentation obligations set out in these GTCS. If and insofar as these documents contain business secrets of the Supplier or third parties, the Supplier may make the relevant information unrecognizable on the copy.

13.7 If the supplier itself falls directly within the scope of application of the LkSG (§ 1 (1) LkSG), the supplier must provide Rommelag with the following information in text form upon request (supplier's obligation to provide), whereby business secrets of the supplier or third parties may be made unrecognizable:

- The risk analyses prepared by the supplier to fulfill § 5 LkSG;
- The documents created to fulfill § 10 LkSG;
- Concepts created by the supplier to fulfill § 7 para. 2 LkSG;
- the reports of the supplier within the meaning of § 10 para. 2 LkSG;
- complaints received by the Supplier and/or lodged against the Supplier within the meaning of §§ 8 and/or 9 LkSG.

13.8 Rommelag shall be entitled to offer and conduct training and other further education measures on Rommelag's human rights and environmental expectations and their fulfillment, implementation and addressing along the supply chain or have them conducted by third parties. The Supplier must ensure that the employees involved in the provision of the services owed to Rommelag participate in the training or other further training measures if and insofar as there is no important reason (e.g. vacation absence, illness, other urgent operational obligations) to prevent the employee(s) from participating.

13.9 Rommelag shall be entitled to terminate contracts with the Supplier with immediate effect if the Supplier fails to fulfill its obligations under this clause 12 even after being requested to do so by Rommelag within a reasonable period of time. No deadline need be set if the Supplier refuses to fulfill its obligations.

14 Liability of the Supplier

14.1 The Supplier's liability under the statutory provisions shall remain unaffected by these GTC. If and to the extent that these EKB provide for a stricter, additional and/or supplementary liability of the Supplier that goes beyond the statutory provisions, this shall aggravate, extend and/or supplement the liability of the Supplier in accordance with the statutory provisions.

14.2 The Supplier shall be liable in particular for ensuring that its scope of delivery and performance complies with the generally recognized rules of technology and the relevant applicable regulations, in particular also with a LKSG-compliant design.

14.3 The supplier is obliged to maintain liability insurance for the duration of its work for Rommelag. The scope and content of this insurance must be sufficient for the goods and services to be provided by the supplier and must at least correspond to the current market standard. This also applies in particular to existing environmental plant and environmental recourse risks. Insofar as the above-mentioned insurance cover is reduced or canceled, the Contractor shall be obliged to ensure the corresponding insurance cover again without delay and to inform the Client of this in writing.

15 Limitation of Rommelag's liability

15.1 Subject to the following paragraphs 15.2 and 15.3, Rommelag's liability for damage caused by slightly negligent breach(s) of duty is generally excluded.

15.2 The fundamental exclusion of liability for damages caused by slightly negligent breach of duty in favor of Rommelag set out in the above clause 15.1 shall not apply to damages resulting from injury to life, body or health.

15.3 The general exclusion of liability for damage caused by slightly negligent breach of duty in favor of Rommelag set out in clause 15.1 above shall also not apply to damage caused by a breach of material contractual obligations. Material contractual obligations are obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the Supplier may regularly rely. An essential contractual obligation of Rommelag in this sense is, in particular, the obligation to pay the agreed remuneration. However, all statutory and/or contractual rights of retention and set-off as well as all other statutory and/or contractual objections and defenses of Rommelag shall remain unaffected by this clause 15.3.

15.4 Rommelag's liability for damage caused by negligent breach of duty which does not fall within the scope of application of clauses 15.1, 15.2 and/or 15.3 is limited to a maximum amount of € [number]. This limitation of liability shall consequently apply to damages caused by negligent breach of duty which are neither based on a merely slightly negligent breach of duty nor on injury to life, body or health nor on the breach of a material contractual obligation.

15.5 All limitations of liability applicable in favor of Rommelag by law and/or other contractual limitations of liability remain unaffected by this clause 15.

16 Subcontracting

Only qualified subcontractors may be commissioned for services which the Supplier does not perform itself, i.e. which are performed by third parties in the name and on behalf of the Supplier. Insofar as this is prescribed by law or applicable quality regulations (e.g. the GMP guidelines, the European Medical Device Directives), Rommelag must be notified of the commissioning of subcontractors and this is only permitted with the express consent of Rommelag.

17 Partial invalidity

Should individual provisions of these EKB be or become invalid or inapplicable in whole or in part, this shall not affect the validity of the remaining provisions.

18 Obligations to be performed, place of jurisdiction

18.1 If the Supplier has no general place of jurisdiction in Germany and/or if the Supplier is a merchant, a legal entity under public law or a special fund under public law within the meaning of Section 38 (1) of the German Code of Civil Procedure (ZPO), the exclusive place of jurisdiction for all disputes arising from or in connection with the conclusion, performance, termination and/or breach of the contract shall be the registered office of Rommelag, without limitation of the jurisdiction of the courts competent for interim legal protection or in the context of enforcement proceedings. In addition, Rommelag shall be entitled to bring an action against the supplier in any other national or international court having jurisdiction.

18.2 All duties of the Supplier to provide information and/or information duties vis-à-vis Rommelag shall be obligations to be performed by the Supplier. These shall be fulfilled at Rommelag's registered office.

19 Choice of law

All legal relationships between Rommelag and the Supplier shall be governed by German law to the exclusion of the conflict of laws provisions unless these are mandatory by law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

January 2024, Rommelag