

## General Terms and Conditions of Purchase of Rieber GmbH & Co. KG (10/2025)

### § 1 Scope of Terms

- (1) The following Terms and Conditions of Purchase (hereinafter referred to as "GTCP") apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter referred to as "Supplier").
- (2) Our GTCP apply exclusively to all deliveries, services and offers made by the Supplier to us. They also apply to all future deliveries, services, or offers made to us, even if they are not agreed separately again.
- (3) Any terms and conditions of the Supplier that conflict with or deviate from our GTCP shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the Supplier or a third party, this does not constitute an agreement with the validity of those terms and conditions.
- (4) Individual agreements (e.g., framework supply contracts, quality assurance agreements) and information in our order take precedence over the GTCP. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- (5) Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting of deadlines, notification of defects, withdrawal, or reduction) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

### § 2 Offer, Order, Conclusion of Contract, Call-Offs

- (1) The preparation of offers and cost estimates by the Supplier is free of charge and binding for us.
- (2) Offers made to us must contain all relevant information necessary for assessing quality and price.
- (3) Delivery contracts (order and acceptance) and delivery call-offs as well as their supplements must be in writing; verbal and telephone orders require our written confirmation to be legally binding; this also applies in the event of subsequent changes to orders that have already been placed.
- (4) If the order is not confirmed in writing by the Supplier within five working days of receipt, we are entitled to cancel the order.
- (5) Delivery schedules within the scope of order and call-off planning become binding if the Supplier does not object within five working days of receipt.
- (6) We may demand changes to the quality and quantity of the contractual items from the Supplier within reasonable limits. Any effects, in particular with regard to additional and reduced costs and delivery dates, shall be settled by mutual agreement.
- (7) We reserve ownership rights and copyrights to all documents and files provided to the Supplier, including illustrations, drawings, and calculations; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for the delivery based on our order. They must be kept confidential from third parties; in this respect, the provisions in Section 14 apply in addition.
- (8) Our order is based on the agreed specifications of the goods. In particular, our approval of samples, specimens, descriptions, or other examples of goods delivered in advance, as well as those specifications and product descriptions that are the subject of the contract (e.g., by designation or reference in our order), shall be deemed an agreement on the quality.

### § 3 Delivery Time, Delay

- (1) Agreed dates and deadlines are binding. The date of receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period.
- (2) The Supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met.
- (3) Early deliveries will only be accepted after prior written agreement.
- (4) In the event of earlier delivery than agreed, we are entitled to refuse the delivery or to return the goods to the Supplier at the Supplier's expense and risk. If the goods are not returned, we will store them at our premises

at the Supplier's expense and risk. The agreed delivery date is decisive with regard to payment.

- (5) The Supplier is only entitled to make excess or short deliveries or partial deliveries after receiving our written approval. Any additional costs incurred as a result shall be borne by the Supplier.
- (6) If the agreed date is not met due to circumstances for which the Supplier is responsible, we shall be entitled, without prejudice to further legal provisions, at our discretion, to withdraw from the contract after a reasonable grace period has elapsed, to obtain replacement from a third party and/or to claim damages for non-performance. We shall be entitled to compensation for all additional costs incurred by us as a result of delayed deliveries for which the Supplier is responsible. Acceptance of the delayed delivery does not constitute a waiver of any claims for compensation.
- (7) If the Supplier fails to meet the agreed delivery date, we shall also be entitled to demand a contractual penalty of 1% of the order value for each calendar week of delay, up to a maximum of 5%. The forfeiture of the contractual penalty shall not exclude the assertion of further damages, taking into account the contractual penalty. If we accept the goods or services despite the delay, we may demand the contractual penalty without having reserved this right at upon acceptance. The Supplier remains free to prove that the damage was less or that no damage occurred.
- (8) We reserve the right to change the quantity of deliveries ordered or to order the temporary suspension of planned deliveries for operational reasons.

### § 4 Performance, Delivery, Transfer of Risk, Transfer of Ownership, Acceptance of Goods and Documentation

- (1) The Supplier is not entitled to have the service owed by him performed by third parties (e.g., subcontractors) without our prior written consent. The seller bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g., restriction to stock).
- (2) The transport of goods shall be at the expense and risk of the Supplier DDP, Incoterms® 2020.
- (3) Deliveries shall be made using the freight company specified or agreed by us, unless, in exceptional cases, DDP, Incoterms® 2020 has been agreed.
- (4) The risk of accidental loss and accidental deterioration shall pass to us, irrespective of who bears the costs, only after delivery and acceptance of the goods or services at the agreed delivery location.
- (5) Ownership of the goods shall pass to us upon transfer of risk. The transfer of ownership of the goods shall be unconditional and irrespective of payment of the corresponding remuneration. Any retention of title by the Supplier, in particular extended, transferred, and extended retention of title for further processing, shall not be recognized.
- (6) However, if, in individual cases, we accept an offer of transfer of ownership by the Supplier conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale applies). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title, and retention of title extended to further processing.
- (7) The values determined by our incoming goods inspection are decisive for quantities, weights, and dimensions.
- (8) The Supplier is obliged to enclose a delivery note with the delivery. Furthermore, the Supplier is obliged to state our order number, item number, item description, delivery quantity, delivery date, and delivery address on all delivery documents, order confirmations, invoices, etc. The delivery documents must be handed over to our goods receiving department. If the Supplier fails to do so, we shall not be responsible for any resulting delays in processing and the payment periods specified in Section 5 subsection (3) shall be extended by the period of the delay.
- (9) We may return packaging material to the Supplier.

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## § 5 Prices and Terms of Payment

- (1) The price stated in the order is binding and, unless otherwise agreed, includes all services and ancillary services provided by the Supplier as well as all ancillary costs, including delivery, transport, and packaging to the agreed place of delivery. All prices include statutory sales tax, unless this is shown separately
- (2) Unless otherwise agreed, prices are DDP in accordance with Incoterms® 2020.
- (3) We can only process invoices if they are verifiable and state the order and item number specified in our order in accordance with the specifications in our order; the Supplier is responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for this.
- (4) Unless otherwise agreed, we shall pay the purchase price within 14 days of delivery and receipt of a proper and verifiable invoice, with a 3% discount, or within 30 days of delivery and receipt of a proper and verifiable invoice without deduction.
- (5) The invoice must be sent exclusively to our email address [kreditorechnung@rieber.de](mailto:kreditorechnung@rieber.de). It must not be enclosed with a shipment.
- (6) We are entitled to set-off and retention rights as well as the defense of non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold due payments as long as we still have claims against the Supplier for incomplete or defective services.
- (7) We reserve the right to choose the payment method. In the case of payment by bank transfer, the legality of the payment depends solely on the transfer order being received by the recipient or our bank within the payment period.
- (8) Invoices from the Supplier that deviate from the delivery or service shall only be deemed to have been received by us from the time they are corrected into a proper invoice.
- (9) Payments made by us do not constitute acceptance of the delivery or service as being in accordance with the contract.
- (10) We do not owe any interest on arrears. The statutory provisions apply to late payments.

## § 6 Force Majeure

- (1) Cases of force majeure, in particular, but not limited to, riots, strikes, war, floods, lockouts, fires, epidemics, pandemics, epidemics, confiscation, boycotts, legal or official orders and restrictions, and other external, unforeseeable, exceptional events that cannot be prevented even with the utmost care and affect the Supplier, render the Supplier's delivery obligations impossible and are not attributable to the Supplier, shall extend the delivery obligations for the duration of the cases or events, provided that the Supplier cannot fulfill its delivery obligation despite reasonable measures.
- (2) The Supplier is obliged to notify us immediately in writing of this delay, including a description of the reason for the event, an estimate of the duration of the delay, and a statement regarding the remedial measures that will be taken to resume performance and any interim allocation plans of the Supplier for the delivery of the goods during the period of delay.
- (3) In cases of the preceding subsection (1), we shall be entitled to withdraw from the contract in whole or in part after setting a reasonable deadline.

## § 7 Gewährleistung für Sachmängel, Eingangskontrolle, Qualitätssicherung und Rüge

- (1) The statutory provisions on material defects shall apply unless otherwise specified below.
- (2) In accordance with the statutory provisions, the Supplier is liable in particular for ensuring that the goods have the agreed quality when the risk is transferred to us. In any case, the product descriptions that are the subject of the respective contract – in particular by designation or reference in our order – or that have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the Supplier, or the manufacturer.
- (3) In the case of goods with digital elements or other digital content, the Supplier is responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement in accordance with the preceding subsection (2) or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising, or on the product label.
- (4) In addition, our approvals of samples, specimens, descriptions, or other examples of goods delivered in advance, as well as those specifications and product descriptions that are the subject of the contract - e.g., by

designation or reference in our order - shall also be deemed to be an agreement on the quality.

- (5) The Supplier guarantees that the delivered goods are free of defects, in particular that they have the contractually agreed quality and quantity, comply with the specifications required by us, and meet the quality and safety standards applicable at the time of delivery. We must agree to any changes before the goods are delivered.
- (6) We are not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 subsection (1) sentence 2 German Civil Code (BGB), we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- (7) The statutory provisions (Sections 377, 381 German Commercial Code (HGB)) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects that are apparent during our incoming goods inspection upon external examination, including the delivery documents (e.g., transport damage, incorrect or short delivery), or that are detectable during our quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected.
- (8) Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, material costs, and costs for an incoming inspection exceeding the usual scope, as well as any removal and installation costs, shall be borne by the Supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of unjustified requests for rectification of defects remains unaffected; however, in this respect we shall only be liable if we recognized or failed to recognize through gross negligence that there was no defect.
- (9) Notwithstanding our statutory rights, the following shall apply: If the Supplier fails to fulfill its obligation to remedy the defect - at our discretion, either by repairing the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the Supplier for the necessary expenses or a corresponding advance payment. If the Supplier's subsequent performance has failed, no deadline needs to be set.
- (10) In urgent cases, if immediate rectification of the defect is justified by a special interest on our part or if there is reason to fear that rectification of the defect by the Supplier would result in delays that would make it difficult for us to fulfill our obligations to our customers, or if the rectification of defects by the Supplier would incur higher costs than the rectification of defects by us, we shall be entitled, at the Supplier's expense and without prior notification, to carry out or have carried out the necessary rectification of defects or repair of the defective delivery or service ourselves or by third parties to the extent necessary (self-performance). In such cases, we shall also be entitled to procure defect-free goods or services from third parties (replacement procurement). The Supplier shall bear the costs necessary for self-performance or replacement procurement.
- (11) In all other respects, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions in the event of a material defect or defect of title. In addition, we shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.
- (12) The Supplier is obliged to carry out quality control during production and to carry out an outgoing goods inspection, and must check the quality of its deliveries comprehensively.
- (13) The Supplier shall carry out quality assurance measures that are appropriate in terms of type and scope and correspond to the latest state of the art, and shall provide us with evidence of this upon request. The Supplier shall conclude a corresponding quality assurance agreement with us if we deem this necessary. The Supplier shall prepare appropriate inspection and test reports relating to the contract production and shall retain these documents for a period of 10 (ten) years after fulfillment of this

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order, unless we specify otherwise; the Supplier shall make these documents available to us upon request. The Supplier shall grant us access to its premises to the extent necessary and after prior consultation for the purpose of quality audits.

- (14) If a defect in the delivery is only discovered after further processing or onward delivery of the goods delivered by the Supplier, the Supplier shall be obliged to bear all necessary costs associated with the replacement or repair of the defective goods, in particular testing, transport, travel, labor, and material costs.
- (15) If we incur costs as a result of the defective delivery of the contractual item, in particular transport, travel, labor, installation, removal, material costs, or costs for an incoming inspection exceeding the usual scope, the Supplier shall bear these costs.
- (16) In the event of insolvency, suspected insolvency, or bankruptcy of the Supplier, we shall be entitled to retain reasonable security, but at least 10% of the agreed price, until the expiry of the limitation period for warranty claims.
- (17) The Supplier assigns its warranty claims against its upstream Suppliers to us. We hereby accept this assignment. We are entitled to disclose this assignment in the event of the Supplier's insolvency. In addition, we are entitled to withdraw from the orders for the scope of delivery not yet fulfilled at that time.
- (18) The Supplier shall indemnify us against all claims by third parties based on a defect in the Supplier's performance. The Supplier shall bear all costs arising from a defect, including any recall costs.
- (19) The limitation period is 36 months from the transfer of risk, unless the mandatory provisions of Sections 438 and 634a of the German Civil Code (BGB) apply. In the case of replacement deliveries, the warranty period for the replaced part shall commence anew.

## § 8 Supplier Recourse

- (1) We are entitled to our statutory claims for expenses and recourse within a supply chain (Supplier recourse pursuant to Sections 478, 445a, 445b, and Sections 445c, 327 subsection (5) and 327u of the German Civil Code (BGB)) without restriction in addition to our claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice Section 439 subsection (1) German Civil Code (BGB) is not restricted by this.
- (2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Section 445a subsection (1), 439 subsection (2), subsection (3), subsection (6) sentence 2, Section 475 subsection (4) German Civil Code (BGB)), we will notify the Supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by us shall be deemed owed to our customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.
- (3) Our claims for Supplier recourse shall also apply if the defective goods have been connected to another product or further processed in any other way by us, our customer, or a third party, e.g., through assembly, attachment, or installation.

## § 9 Infringement of Property Rights

- (1) The Supplier is liable for ensuring that the use of the delivery items does not infringe any patents or other property rights of third parties and is free from third-party rights. The Supplier shall indemnify us against all claims made against us or our customers for infringement of a domestic or foreign property right or any other right and shall reimburse us for all expenses (including court and attorney's fees) necessarily incurred by us as a result of or in connection with the claim by a third party.
- (2) If the sale and/or use of the delivery items is prohibited or, in our opinion, is likely to be prohibited, the Supplier shall, at our discretion and exclusively at its own expense, either obtain the right for us to continue using the goods, replace the goods with equivalent goods that do not infringe third-party property rights, modify the goods so that they no longer infringe third-party property rights, or remove the goods and reimburse us for the purchase price, including transport, installation, removal, and other associated costs.

## § 10 Liability, Product Liability, Indemnification, Liability Insurance Obligation

- (1) In the event that claims are made against us on the basis of product liability, the Supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the Supplier. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier must prove that it is not at fault.
- (2) In the cases referred to in the preceding subsection (1), the Supplier shall bear all costs and expenses, including the costs of any legal action.
- (3) In all other respects, the statutory provisions shall apply.
- (4) Prior to a recall campaign that is wholly or partly the result of a defect in the contractual item delivered by the Supplier, we shall inform the Supplier, give him the opportunity to participate, and consult with him on efficient implementation, unless it is not possible to inform or involve the Supplier due to particular urgency. If a recall is the result of a defect in the contractual item delivered by the Supplier, the Supplier shall bear the costs of the recall.
- (5) To secure its obligations arising from the delivery relationship with us, the Supplier shall take out business liability and product liability insurance, including recall risk, in a sufficient amount with a sum insured of at least € 3 million per personal injury/property damage and shall maintain this at its own expense continuously for at least 3 years beyond the delivery. Upon request, the Supplier shall provide us with written proof of the conclusion and existence of such insurance. Further claims for damages on our part remain unaffected by this.

## § 11 Rights of Withdrawal and Termination

- (1) We are entitled to withdraw from the contract beyond the statutory rights of withdrawal if there is a significant deterioration in the Supplier's financial circumstances or if such a deterioration is imminent and this jeopardizes the fulfillment of a delivery obligation to us.
- (2) We are also entitled to withdraw from the contract if
  - a) the Supplier becomes insolvent,
  - b) the Supplier suspends payments,
  - c) the Supplier becomes threatened with insolvency in accordance with Section 18 German Insolvency Act (InsO) or the Supplier becomes overindebted,
  - d) the Supplier applies for the opening of insolvency proceedings or comparable proceedings for debt settlement in respect of the Supplier's assets or business, or
  - e) if the opening of insolvency proceedings against the Supplier's assets is rejected due to lack of assets.
- (3) In the case of a continuing obligation, the preceding subsections (1) and (2) shall apply mutatis mutandis, with the provision that the right of withdrawal shall be replaced by an extraordinary right of termination without notice.
- (4) If the Supplier has performed a partial service, we shall only be entitled to withdraw from the entire contract if we have no interest in the partial service.
- (5) If we withdraw from or terminate the contract on the basis of the above contractual rights of withdrawal or termination, the Supplier shall compensate us for any damages incurred as a result, unless he is not responsible for the occurrence of the rights of withdrawal or termination.
- (6) Statutory rights and claims are not restricted by the provisions contained in this Section 10.

## § 12 Performance of Work

Persons who carry out work on our premises in fulfillment of the contract must observe the provisions of the respective operating regulations. Liability for accidents that occur to these persons on the premises is excluded, unless they were caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

## § 13 Provision

- (1) Materials, parts, containers, tools, and special packaging ("**provisions**") provided by us against payment or free of charge remain our property. These may only be used for their intended purpose. The processing and assembly of the provisions shall be carried out on our behalf.
- (2) It is agreed that, in proportion to the value of the materials provided to the value of the total product, we are co-owners of the products manufactured using our materials and parts, which are stored for us by the

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Supplier in this respect. We reserve co-ownership of the products manufactured using our materials provided until our claims arising from the provision of these materials have been fulfilled in full.

- (3) The Supplier is obliged to treat the materials belonging to us with care; in particular, they are obliged to insure them adequately at their own expense against fire, water, and theft damage at replacement value.

## § 14 Confidentiality and Data Protection

- (1) The Supplier undertakes to keep confidential all business and technical information made available by us within the scope of an order, including product specifications and all documents and personal data prepared by the Supplier for us in connection with an order (hereinafter referred to as "**Confidential Information**"), to use such information solely for the purpose of executing the order, and not to disclose it to third parties. Confidential Information may not be reproduced, used commercially, or made available to third parties without our prior written consent.
- (2) The Supplier may only make Confidential Information available, including within its own company, to persons who are necessarily involved in the execution of the order and who have also been bound by the Supplier to maintain confidentiality. The Supplier undertakes to impose appropriate confidentiality obligations on this group of persons, which shall continue to apply even after the end of the employment relationship, unless this has already been done. In addition, the Supplier shall take all reasonable precautions to prevent third parties from gaining access to the work results or the Confidential information obtained from us. The Supplier shall be liable for any breach of confidentiality obligations by a third party to whom it has made Confidential information available.
- (3) The obligations under Section 14 subsection (1) and subsection (2) shall not apply if Confidential Information is demonstrably in the public domain, becomes in the public domain through no fault of the Supplier, is lawfully obtained from a third party, or was already known to the Supplier.
- (4) Advertising the business relationship with us and other statements to the public or authorities regarding this business relationship are only permitted with prior written consent, unless such statements are required by mandatory legal provisions.
- (5) The confidentiality obligation under this Section 14 shall continue to apply for a period of 5 years after termination of the delivery or business relationship, subject to the following sentence 2. If the Confidential Information constitutes a trade secret, the confidentiality obligation shall be unlimited in time. The above confidentiality obligation shall apply mutatis mutandis to the documents referred to in subsection (1) above, which were received in the course of contract negotiations, if a contract is not concluded, with the proviso that the confidentiality obligation shall commence when it is established that the contract negotiations have failed.

- (6) Immediately after termination of the supply and business relationship or at our request at any time, the Supplier is obliged to return to us all Confidential Information received from us, whether in written form or not, and all copies thereof, or, if return is not possible, to delete them.
- (7) The Supplier shall ensure that all persons entrusted with the performance of the contract within the scope of the supply and business relationship comply with the statutory provisions on data protection.

## § 15 Software

We have the right to use software that is included in the scope of delivery of the product, including its documentation, to the extent permitted by law (Sections 69a et seq. of the German Copyright Act (UrhG)), the right to use it with the agreed performance characteristics and to the extent necessary for the contractual use of the product. We may also make a backup copy without express agreement.

## § 16 Compliance

The Supplier undertakes to comply with our applicable Code of Conduct, which is available at <https://rieber.de>. In the event of violations of the provisions of our Code of Conduct, we reserve the right to withdraw from existing contracts or to terminate them without notice.

## § 17 Transfer of rights

The contract concluded with us may not be transferred to third parties, either in whole or in part, without our written consent. Claims against us may only be assigned with our written consent. This does not apply if the legal transaction that gave rise to the claim is a commercial transaction for both parties or if the Supplier is a legal entity under public law or a special fund under public law.

## § 18 Place of Performance, Place of Jurisdiction, Choice of Law

- (1) The place of performance for all deliveries and services is Reutlingen, Germany.
- (2) If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the place of performance shall be the exclusive place of jurisdiction; however, we shall also be entitled to sue the Supplier at its registered office.
- (3) All legal relationships between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law.

## § 19 Final Provisions

Should individual provisions of these GTCP be or become legally invalid, this shall not affect the validity of the remaining provisions.

As of: October 23, 2025