

General Purchasing Conditions (GPC) of SD GmbH Klaus Hirsch

March 2023

§ 1 Scope

1. For all business transactions between us and the seller, supplier, contractor or service and work provider, hereinafter referred to as the supplier, apply in addition to the other contractual agreements exclusively these GPC. We do not accept deviating conditions. These GPC also apply if we accept the delivery or service in the knowledge of deviating conditions.
2. A contract does not fail due to conflicting terms and conditions. Insofar as conflicting terms and conditions correspond, the agreed regulation applies. In addition, the provisions of our terms and conditions of purchase are deemed to have been agreed, providing there are no conflicting provisions of the supplier's general terms and conditions. On the other hand, such provisions of the supplier's general terms and conditions that do not correspond to the content of our GPC do not become part of the contract. In all other cases, discretionary law applies.
3. These GPC also apply to all future contracts with the supplier without renewed inclusion until we issue new GPC.
4. These terms and conditions of purchase only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code.

§ 2 Quotations

1. Quotations and samples are free of charge for us. Any deviations from our inquiry must be clearly indicated in the offer. The supplier is bound to his offer for one month.
2. If our documents are no longer required for the execution of the contract, they need to be returned to us immediately, free of charge.
3. Orders are shipped within a week from the order date by the supplier, stating our order number.
4. Confirmed prices are fixed prices.
5. Delivery call-offs become binding at the latest if the supplier does not object within one week of receipt.
6. Blanket orders entitle the purchaser to procure preliminary material only to the necessary extent.
7. A transfer or completion of the order to or by third parties, even partially, without our consent is prohibited. It entitles us to withdraw and to claim damages.
8. The production of parts for call orders is only permitted after receipt of the call.

§ 3 Changes

1. We can request changes to the contract before the order is executed. The changes are to be regulated by mutual agreement. We need to be informed if there are any objections to the changes we requested.
2. If we cannot have agreement, we are entitled to withdraw; in this case, the supplier will receive an appropriate reimbursement of expenses.
3. The supplier is not entitled to make changes to the order.

§ 4 Terms of delivery, price and payment

1. Deliveries are made in accordance with the clause DDP (Delivered Duty Paid) of INCOTERMS 2020.
2. The prices are free point of receipt in euros including packaging, freight, tolls, postage, customs duties, insurance and excluding taxes, in particular sales tax. Value added tax is to be shown separately.
3. A price shown in the order is the maximum price. It can be reduced, but not exceeded.
4. The supplier should not charge us higher prices and should not grant lower conditions than other comparable customers.
5. Invoices are to be submitted separately, immediately upon delivery for each order in triplicate, identifying the original and copy.

They must contain the order code, order number and item number. 6. Unless otherwise is agreed, we shall make payments in euros, free to the supplier's domestic bank account.

7. Payment is made when the invoice is due, the goods have been received in full and free of defects, or the service has been provided free of defects. This applies accordingly to permissible partial deliveries.

8. Delays due to incorrect invoices do not affect agreed discount periods. In the case of a discount agreement, payment is made as agreed, but at least within 14 days less 3% or within 30 days net of the invoice date.

9. In the event of simple negligence, we will not be in default of payment. Our obligation to compensate for damage caused by delay is limited to the damage that typically occurs.

10. If advance payments have been agreed, the supplier must provide an unlimited performance bond from a German bank or insurance company in return for performance and in the amount of the advance payment. In the event of a delay in delivery, default interest of 9 percentage points above the base interest rate according to § 247 BGB will be deducted from the invoice. The supplier can prove lower damage. The assertion of default damages by us is otherwise not affected by this regulation.

11. If, after the conclusion of the contract, it becomes apparent that our delivery claim is endangered by the supplier's inability to pay, we can refuse payment and set the supplier a reasonable period of time in which he can deliver concurrently against payment or provide security. If the supplier refuses or the deadline expires without success, we are entitled to withdraw from the contract and to demand compensation.

12. If the supplier's solvency deteriorates to an extent that jeopardizes the fulfillment of the contract or if the supplier stops deliveries, we are entitled to withdraw. The right of withdrawal can also only be partially exercised.

13. Without our consent, the supplier is not entitled to assign claims against us to third parties or to have them collected by third parties. If an extended retention of title is agreed, approval is deemed to have been granted. If the supplier nevertheless assigns claims against us to a third party without our consent, we can make payments to both the supplier and the third party with discharging effect.

14. We are entitled to rights of offsetting and retention to the extent permitted by law. The supplier is only entitled to offsetting and retention rights if the counterclaim on which the right to refuse performance, the right of retention or offsetting is based is undisputed or has been legally established or is ready for a decision.

§ 5 Obligation to inspect and to give notice of defects

1. Deliveries are only to be inspected by us upon receipt for identity, quantity and externally recognizable transport damage. A notice of defects is acceptable if it is communicated to the supplier in text form within 10 working days of the defect being discovered. In this respect, the supplier waives the objection of a late notification of defects. In the case of transit transactions, the customer's complaint must be taken into account.

2. In the event of a justified complaint, we reserve the right to charge the supplier for the inspection and complaint costs. 3. The supplier bears the costs and risk of returning defective delivery items.

§ 6 Delivery traffic, delay, contractual penalty, transfer of risk

1. The dates and deadlines specified in the order or request are binding. We are not obliged to accept the goods before the delivery date has expired.

In the case of deliveries, the receipt of the delivery at the agreed factory or the place of receipt or use specified by us is decisive for compliance with deadlines and dates. In the case of services, the

timely and complete provision of the service is decisive. In the case of work, the time of acceptance is decisive.

2. Partial deliveries and partial services are only permitted with our consent.

3. The supplier must inform us immediately of difficulties that prevent him from delivering the specified quantity or quality on time, and obtain a decision on whether to continue the order. He is liable for notifications that are not made or are made too late.

4. In the event of earlier delivery than agreed, we reserve the right to return the goods at the supplier's expense or to store the goods temporarily at a third party at the supplier's expense. If, in the case of early delivery, the goods are not returned or stored by a third party, the goods will be stored with us at the supplier's expense and risk until the delivery date. In the event of early delivery, we reserve the right to make payment on the agreed due date. In the case of earlier delivery, the discount period is calculated from the day of the agreed delivery date or the day we receive the invoice, whichever occurs last.

5. In the event of a delay in delivery, we are entitled to statutory claims; An exclusion of liability or a limitation of liability of the supplier is excluded.

6. If the supplier repeatedly misses a deadline, we are entitled to withdraw from the contract or to terminate the contract without notice. If a deadline is exceeded through no fault of our own, we are entitled to withdraw if the deadline is significantly exceeded and the urgency of the delivery requires this due to our own deadline commitment. In the event of withdrawal, we can keep partial deliveries against credit.

7. If the supplier is in default, he is obliged to comply with a request from us for express shipping (express or express goods, express courier, express parcel, air freight, etc.) at his own expense.

8. A reminder or setting a deadline is not required if the delivery date has been agreed as "fixed" or if the supplier declares that it will not be able to deliver within the deadline either.

9. If the supplier is in default, we are entitled, after a reminder, to demand a contractual penalty of 5% of the net delivery value or service per week started, but not more than a total of 20% of the net delivery value or service and to withdraw from the contract. We reserve the right to claim higher damages. The supplier is at liberty to prove lower damage. The contractual penalty paid will be offset against a claim for damages. The right to demand the payment of an agreed contractual penalty is not forfeited if the contractual penalty was not expressly reserved upon acceptance of the late delivery, provided that it is asserted up to the final payment.

10. In the event of a delay in delivery by the supplier, we are entitled to make a cover purchase, insofar as this is relevant under the circumstances in order to avert imminent consequential damage from the delay. The supplier shall bear the reasonable additional costs incurred by us as a result.

11. The supplier can only refer to the absence of necessary documents to be supplied by us if he has requested the documents in writing form, and has not received them within a reasonable period of time.

12. In the event of delayed acceptance, we are only liable for claims for damages if we are at our own fault.

13. A delivery note in duplicate is to be enclosed with each consignment, in which all identifications contained in particular order number, part number, batch number, item number, are indicated. Partial and remaining deliveries are to be marked separately.

The delivery note should be attached to the outside of the delivery, either under a sticker or under packing paper with the note: "This is delivery note".

In the case of import deliveries, all necessary accompanying documents, in particular movement certificates, express vouchers, customs shipping documents, certificates of origin and invoices, must be enclosed with the shipment, depending on the type of shipment and country of delivery.

14. Each delivery should be announced to us in advance. The announcement should contain information about our order number, number of pieces, dimensions, weight, special regulations for handling the goods, unloading, transport and storage.

Delays, additional costs and damage caused by non-compliance with the shipping regulations are at the expense of the supplier.

We reserve the right to return packaged goods to the supplier.

15. The risk only passes upon delivery after unloading by the supplier or the transport company to the shipping address specified by us or upon acceptance. This also applies if one of our staff assists with unloading.

16. Goods are accepted during business hours or the goods acceptance times announced by us.

§ 7 Force Majeure, Right of Emergency

1. As force majeure (act of god, force majeure) are events that affect the contractual partner from the outside and impede or prevent the execution of the contract without the contractual partner having any influence on this. Force majeure can result in particular from war, fire, illness and the risk of illness, labor disputes, operational and traffic disruptions, orders from higher authorities, raw materials, material or energy shortages.

In cases of impending or existing force majeure, the contracting parties will negotiate the reorganization of the contractual obligations. This applies in particular if events of force majeure lead or can lead to damage. This can involve damage caused by delay or claims for damages by customers in the subsequent supply chain. In particular, the parties will take into account the statutory distribution of liability in cases of non-performance or late performance, according to which claims for damages are generally dependent on fault. In particular, the necessity of a temporary or permanent non-delivery, the possibility of a less delivery, a later delivery or a different delivery are negotiated. Other deliveries are, for example, changed material specifications and a change of suppliers or raw materials. The contractual partners inform each other proactively about the beginning, type and end of the disruption.

2. If there is an event of force majeure at the supplier or his sub-suppliers or sub-contractors, which has been preventing the supplier from providing his contractual services to us for more than 4 weeks, we are entitled to manufacture the contractual products or the commissioned service ourselves or through third parties or to be carried out. The prerequisite for this, however, is that we ourselves cannot fulfill our existing delivery or service obligations to third parties due to this disruption in performance and both we and the commissioned third parties have previously concluded a non-disclosure agreement with the obligation to only use the confidential information provided for the production of the contractual products or to use the performance. In this case, the supplier must immediately provide us with all the tools required for the production of the contractual products or the performance of the service if these are not available on the open market, as well as all necessary documents, drawings, samples and other documents and information at our request and to provide us with reasonable support in relocating production or performance of the service within the scope of what is reasonable for him, as well as a transferable, free of charge, non-exclusive, irrevocable contract limited to the duration of the force majeure plus a reasonable period for the start of production at the supplier grant right of use.

§ 8 Quality requirements

1. Our minimum expectation of the supplier's quality management system is certification according to DIN EN ISO 9001 in the currently valid version.

2. The supplier assures that he will take and use all necessary suitable quality assurance measures to ensure the quality of the deliveries and services.

3. The supplier will select and monitor its sub-suppliers taking into account their technical and qualitative performance.

4. The supplier monitors the application and effectiveness of its processes and its sub-suppliers through annual audits and must give us the opportunity to participate in these audits.

5. Quality-related records must be kept in a legible form for at least 30 years after delivery of the products/rendering of services, protected from access by third parties and made available at our request at any time.

6. By accepting the order, the supplier confirms the manufacturability or feasibility of the order under the agreed conditions.

7. To prove a stable level of quality, he carries out an annual requalification test starting from the time of the initial sample release.

§ 9 Material defects and defects of title

1. The statutory definition of defects applies. In particular, the supplier guarantees that its products and services comply with the legal and official requirements, the technical standards and the current state of the art and the agreed properties in text form and drawings and are suitable for the purpose known to the supplier.

2. The supplier should inform himself about the intended use of his products, services and work.

3. The supplier shall inform us immediately of any changes to its products caused by statutory regulations, their ability to be delivered, possible uses or quality, and coordinate suitable measures with us in individual cases. The same applies as soon as and to the extent that the supplier recognizes that such changes will occur.

4. The supplier must mark his delivery items in such a way that they are recognizable as his products and that the products can be traced back by him.

5. The supplier encloses factory test certificates and safety data sheets with his deliveries.

6. The supplier also guarantees that the services and deliveries provided by him are free from third-party rights, in particular that they do not infringe any domestic or foreign property rights of third parties.

7. Upon request, he will tell us all property right applications that he uses in connection with the delivered items or services. If he discovers that property rights or applications for property rights have been infringed upon, he must inform us of this without being asked and without delay and provide us with all the information that is necessary for any defense against the claim, as well as to support us appropriately at his own expense in defending against the claims and to provide us with all information that is necessary for a possible defense against the claim and to support us appropriately at our own expense in the defense of the claims.

§ 10 Claims for Defects and Damages

1. Complaints mean additional expenses. For this reason, we reserve the right to charge an administrative processing fee of €150.00 per justified complaint. The supplier reserves the right to prove lower expenses and we reserve the right to prove higher expenses.

2. We are entitled, at our discretion, to demand subsequent performance from the supplier, to withdraw from the contract or to reduce the purchase price and to demand compensation for damages or reimbursement of wasted expenses in accordance with the statutory provisions.

As part of the subsequent performance, we are entitled to choose between the removal of the defect or the delivery of a defect-free item.

The supplier is obliged to bear all expenses necessary for the purpose of remedying the defect, replacement delivery or repair of damage, in particular transport, travel, labor, material and replacement costs.

The provisions of Section 445a BGB on reimbursement of expenses in accordance with Section 439 BGB also apply analogously if we have delivered a defective overall item to our customer and the defect in this overall item stems from a product from our supplier.

3. If the supplier does not remedy the defect or provide a replacement delivery within a reasonable period set by us, or if the remedy of the defect is impossible or fails, we are entitled to withdraw from the contract and to demand compensation instead of performance. If, due to particular urgency, it is no longer possible to inform the supplier on the defect and the impending damage and to set him a deadline, albeit a short one, to remedy the situation ourselves, we are entitled to remedy the defect ourselves or through third

parties at the expense of the supplier to permit.

4. If the same goods are repeatedly delivered with defects, we are entitled to withdraw from the scope of delivery that has not been fulfilled after a written warning, if the delivery is defective again.

5. In the case of a purchase contract, our claims for compensation for defects or damages become statute-barred 36 months after delivery of the products manufactured by us using the products supplied, but no later than 60 months after delivery to us, and in the case of services, and works after 60 months after acceptance of the service or work. This only applies if the law does not provide for a longer limitation period or one that begins later.

If acceptance is delayed through no fault of the supplier, the warranty period is a maximum of 60 months after the delivery item has been made available for acceptance.

The regulation of § 445 b BGB on the contractual statute of limitations also applies if we have delivered a defective complete item to our customer and the defect in this complete item originates from a product of our supplier. The limitation period in these cases is 3 years.

The warranty period for defects in parts for buildings is 60 months after acceptance or commissioning.

For delivery parts that do not remain in operation during subsequent performance or damage repair or can otherwise be used in accordance with their intended purpose, the current warranty period is extended by the time of the interruption in operation or use. The aforementioned limitation periods also apply in the event that the supplier has assumed a guarantee for its products, work or services.

6. Claims against the supplier due to defects of the products, services or works expire 5 years after delivery to us or acceptance by us. This only applies if the law does not provide for a longer limitation period or one that begins later.

7. If the supplier acts not only out of goodwill or to settle a dispute amicably, but in the knowledge that he is obliged to remedy the defect, whereby in particular the scope, duration and costs of the remedy of the defect must be taken into account, the statute of limitations begins for parts subsequently delivered within the statute of limitations to run again from the point in time at which the replacement delivery was made. For parts repaired within the warranty period, the new start of the limitation period applies only to the original defect and the consequences of the repair.

8. The supplier shall, upon request, indemnify us against third-party claims that are the result of material defects in the delivery item or the service or work provided, insofar as he is responsible for the damage. If a claim is made against us due to no-fault liability towards third parties under non-waivable law, the supplier shall be liable to us to the extent that he would also be directly liable. The principles of Section 254 of the German Civil Code apply accordingly to compensation for damage between us and the supplier.

9. The supplier shall indemnify us against third-party claims for defects of title insofar as he is responsible for the defect.

10. The limitation period for claims for exemption is three years. It begins at the end of the year in which the claim arose and we became aware of the circumstances giving rise to the claim, and the person of the debtor or should have become aware of it without gross negligence. Any longer statutory periods of limitation shall take precedence.

11. The supplier is obliged to reimburse us for the costs and expenses incurred for a recall or return action carried out to avoid personal injury or damage to property, which is the result of the defectiveness of the delivery item or the service or work performed.

§ 11 Insurance coverage

1. The supplier undertakes to take out business and product liability insurance with coverage of at least €3 million for personal injury, property damage and product damage, as well as for deliveries to the automotive industry, callback insurance for automotive parts and if not to take out and maintain general callback insurance with coverage of at least €1.5 million.

2. The scope of the product liability insurance must extend to the

forms of cover of the extended product liability insurance, including the so-called optional covers. The coverage must also extend to damage abroad. Furthermore, the supplier must ensure that the costs of disassembly and assembly are also insured as part of his statutory obligation to provide supplementary performance.

3. The supplier should present these GPC to his product liability insurer for co-insurance of the defect notification procedure described in Section 5 of these GPC and the limitation periods specified in Section 10 of these GPC, paragraph 5 and paragraph 10, as well as the obligation to indemnify contained in Section 10, paragraph 8, or his insurer ask for confirmation that there is no risk of damage to cover in accordance with Section 7.3 AHB and notify us if the insurer refuses this.

4. As proof of the existence of the aforementioned insurance, the supplier shall provide us with the confirmation of the insurer on the aforementioned scope of cover (*Certificate of Insurance*).

§ 12 Confidentiality

1. The contractual partners undertake to treat all aspects of the business relationship confidentially. In particular, they will treat all non-obvious commercial and technical details that become known to them through the business relationship as business secrets. Information or aspects of the business relationship that were already public knowledge at the time of disclosure, as well as such information or aspects of the business relationship that can be proven to be known to the supplier before the information was disclosed by us, are not covered by the duty of confidentiality.

2. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. Our documents may only be made available to those persons who carry out our order. The supplier ensures that his employees also protect our legitimate interests in confidentiality.

3. The supplier is obligated to secrecy even after the end of the business relationship.

All items provided by us must be returned to us after the order has been rejected or processed.

4. Duplication of the items provided to the supplier is only permitted within the framework of operational requirements and copyright provisions.

5. All information relating to the business relationship is not intended for third parties. Even partial disclosure of our order to third parties may only be made with our prior written consent; the supplier should also oblige the third party to secrecy within the framework of a similar agreement.

6. The supplier may only advertise with our business relationship with prior written consent.

7. Items that we leave to the supplier remain our property. Items that are manufactured on our behalf become our property. These may only be delivered to third parties with express prior written consent.

8. A transfer of orders to third parties without our consent is prohibited. It entitles us to withdraw and to claim damages.

9. The supplier undertakes not to deal directly or indirectly with our customers that correspond to the subject of the order.

10. Products that correspond to our order and are not intended for a general specification but for a specific application may not be delivered to third parties.

§ 13 Production equipment

1. Production equipment that we provide, plan or pay for, such as models, matrices, templates, samples, tools remain our property or become our property. They may not be used for deliveries to third parties, they cannot be duplicated, sold, assigned as security, pledged or passed on in any other way. The same applies to the delivery items manufactured with the help of these means of production. The supplier is obliged to use the means of production exclusively for the production of the contractual products ordered by us.

2. If items owned by us are seized by third parties, the supplier is obliged to inform us immediately in writing form. In the event of seizure, the supplier must inform the enforcement body of the ownership of the items.

3. The supplier is obliged to insure items owned by us at replacement value at his own expense with property insurance with the widest possible scope of coverage (*all-risk coverage, extended coverage*). The supplier assigns the claims for compensation from this insurance to us.

4. The supplier is obliged to carry out any necessary maintenance and inspection work as well as all maintenance and repair work on the items provided in good time at his own expense.

5. If things are provided by us, we reserve ownership of them. Contractually agreed processing or transformation by the supplier will be carried out for us. If the reserved goods are processed, combined or mixed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the reserved goods to the other items at the time of processing, combining or mixing. If the processing, connection or mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier transfers proportionate co-ownership to us.

This regulation also applies if we refuse acceptance due to late or defective delivery or if we can refrain from further orders.

In such cases, the items provided must be made available to us free of charge. Offsetting is excluded.

6. Additional expenses due to material defects and dimensional deviations in the raw materials provided may only be charged to us after our prior written consent to these additional expenses.

7. The supplier is obliged to check the items provided for obvious defects, such as identity, quantity and transport damage, and to notify us of any defects immediately. Defects in the items provided that are discovered during processing must be reported to us immediately upon discovery of the defect.

8. If the security rights to which we are entitled exceed the purchase price of all unpaid reserved goods by more than 15%, we will release a corresponding part of the security rights at the supplier's request.

§ 14 Retention of title

We do not recognize any expansion or extension of a retention of title that goes beyond the simple retention of title of the supplier to the unprocessed supplier product stored by us, in particular after processing, combining or mixing with other goods as well as after the sale of the supplier product, unless it has been individually agreed with us.

§ 15 EU regulation REACH

The supplier ensures that all substances used that fall under the EU chemicals regulation REACH are registered and approved in accordance with this regulation and taking into account the contractual use of the substances. This also applies to suppliers outside the EU. At our request, the supplier will provide suitable evidence of the fulfillment of this obligation.

§ 16 Statutory Minimum Wage (MiLoG), Posted Workers Act (AEntG)

1. The supplier is obliged to ensure that the employees employed by him or his subcontractors to execute contracts pay the statutory minimum wage or, if the services to be provided fall within the Scope of application of a European posting directive and/or the AEntG, especially in the case of postings from or to other countries, receiving the prescribed working conditions, depending on their length of service. He also has to comply with the other contractual and legal obligations to pay contributions to social security institutions, professional associations and other institutions and to ensure that the subcontractors used are complying with the current

requirements by providing evidence.

2. If justified claims are asserted against us due to non-compliance with the supplier's obligations according to paragraph 1, he must indemnify us from these claims upon request and compensate us for the damage incurred as a result.

§ 17 Export and customs regulations

1. The supplier is obliged to inform us in his business documents about any license requirements for (re-)exports of his goods in accordance with German, European and US export and customs regulations as well as the customs and export regulations of the country of origin of his products teaching.

For this purpose, the supplier shall at least provide the following information in his offers, order confirmations and invoices for the goods items in question: Export list number in accordance with Annex AL to the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists;

for US goods, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR); the commercial origin of its goods and the components of its goods, including technology and software; whether the goods were transported through the United States, manufactured or stored in the United States, or were manufactured using United States technology; the statistical goods number (HS code) of his goods, as well as a contact person in his company to clarify any queries we may have.

2. At our request, the supplier is obliged to provide us with all other foreign trade data on its goods and their components in writing and to inform us of all changes to the existing data immediately before delivery of the products affected.

3. The supplier also confirms that, in accordance with the anti-terrorism regulations of the EC and EU No. 2580/2001 and No. 881/2002 as well as No. 753/2011, he has no business contact with companies, firms, credit institutes, organizations and persons who are listed on the EU and/or US sanctions lists. This also applies to subsidiaries and branches of the supplier as well as holdings in third parties at home and abroad. Furthermore, the supplier undertakes to immediately inform us in writing of any positive results found during the check according to the aforementioned sanctions lists.

In the case of existing contacts with the supplier, we are entitled, after appropriate examination, to terminate this contract and all other existing contracts with the supplier and to immediately discontinue existing business relationships without the supplier being able to derive any claims for damages from this.

4. The supplier will inform us immediately if a delivery is subject to export restrictions completely, or some part of delivery, under German or other law.

§ 18 Proof of Origin

1. Proof of origin requested by us will be provided by the supplier with all necessary information, signed and made available immediately.

2. The supplier will inform us immediately and without being asked in writing form if the details in the proof of origin for the delivered goods are no longer correct.

3. The same applies to proof of sales tax law for deliveries abroad and within the EU.

4. The supplier will inform us immediately if a delivery is subject to export restrictions completely, or some part of delivery, under German or other law.

§ 19 Social and ecological responsibility

1. For us, social and ecological responsibility plays a major role in our business activities. Our suppliers are therefore obliged to comply with the respective legal regulations on dealing with employees, environmental protection and occupational safety and to do

their best to reduce the negative effects on people and the environment in their activities. The aim is for our suppliers to set up and further develop a management system in accordance with ISO 14001.

Our suppliers are also committed to the principles of the UN Global Compact Initiative, in particular in relation to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labour, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption. More information on the UN Global Compact Initiative is available at www.unglobalcompact.org.

2. The supplier must comply with these aforementioned principles and pass them on in his supply chain and notify us immediately of violations of these.

3. In the event that the supplier repeatedly violates these principles, we are entitled to withdraw from existing contracts or to terminate them without notice for good cause.

§ 20 Place of jurisdiction, place of performance, applicable law

1. The place of jurisdiction is, at our discretion, the court responsible for our place of business or the place of jurisdiction of the supplier.

2. The place of performance is the place to which the goods are to be delivered in accordance with the order. The place of performance for payments is our company headquarters.

3. The law of the Federal Republic of Germany is exclusively applicable to the contractual relationships with us and our suppliers. For cross-border deliveries, the United Nations Convention on the International Sale of Goods dated April 11, 1980 (UN Sales Convention; CISG) applies.

4. Should individual parts of these GPC be ineffective, the effectiveness of the remaining provisions shall not be affected.

§ 21 Data protection

We treat all of the supplier's data exclusively for the purposes of business transactions and in accordance with the provisions of the applicable data protection regulations. Upon written request, the supplier also has a right to information about the personal data we have collected, processed and used.

§ 22 Contact details

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Commercial Register: District Court of Memmingen
HRB 15440

Sales tax identification number: DE128674871