



## General Terms and Conditions of Purchase - October 2024

### 1. General

(1) These General Terms and Conditions of Purchase (GPC) apply to all business relationships with the Company's business partners and suppliers. Individual agreements shall take precedence over these GPC.

(2) Unless otherwise agreed, the GPC in the version valid at the time of the Company's Order/commission or in any case in the version last communicated to the Contractor in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) The Company's Order and these GPC constitute the entire agreement between the Contractor and the Company and supersede all prior written or oral negotiations, representations or agreements relating to the Products/Services.

(4) These terms and conditions apply exclusively to all Orders/commissions placed by the Company. Deviating, conflicting or supplementary general terms and conditions of the Contractor shall only become part of the contract if and to the extent that the Company has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Contractor refers to its general terms and conditions in the Order confirmation and the Company does not expressly object to them.

(5) Legally relevant declarations and notifications by the Contractor in relation to the contract (e.g. setting of deadlines, reminders, cancellation) must be made in writing.

### 2. Definitions

**Company:** is Vulcan Energie Ressourcen GmbH, Amalienbadstraße 41, 76227 Karlsruhe, Germany. In addition, all companies affiliated with Vulcan Energie Ressourcen GmbH in accordance with Section 15 of the German Stock Corporation Act may also refer to these GPC for their own contracts.

**Contractor:** is the company to which the Company places an Order for the Products/Services specified in the Order.

**Order:** binding Order of the Company in written or electronic form for the delivery of Products/Services.

**Products:** all equipment, goods and Products, including consumables, which the Contractor sells or leases to the Company as part of an Order.

**Services:** all Services that the Contractor performs for the Company as part of an Order, including in particular the materials, equipment and persons required to perform the service. Unless explicit reference is made to differences, the provisions for Services included in these GPCs also apply to work Services.

**Written form:** includes written and text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, remain unaffected.

### 3. Conclusion of contract

(1) An Order shall be deemed binding at the earliest upon written submission or confirmation. The Contractor shall point out obvious errors (e.g. typing and calculation errors) and

incompleteness of the Order including the Order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.

(2) The Contractor is obliged to confirm the Order in writing within a period of 14 days or, in particular, to fulfil the Order without reservation by dispatching the Products (acceptance).

(3) Late acceptance shall be deemed a new offer and requires acceptance by the Company.

### 4. Performance, delivery, storage and transfer of risk

(1) The Contractor shall not be authorised to have the service owed by it performed by third parties (e.g. subcontractors) without the prior written consent of the Company. The Contractor shall bear the procurement risk for its Services unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) The Contractor shall bear full responsibility for the organisation of all transport to the delivery address specified in the Order (**DDP**, in accordance with **Incoterms® 2020 - ICC regulations**), unless otherwise agreed in the Order. Mobilisation, demobilisation, insurance, freight and all other related costs shall only be reimbursed by the Company in accordance with the terms and conditions set out in the respective Order.

(3) If the place of destination is not specified and nothing else has been agreed, delivery shall be made to the place of business in Karlsruhe. The respective place of destination is also the place of fulfilment for the delivery and any subsequent performance (obligation to be performed at the Contractor's domicile).

(4) Each delivery shall be accompanied by a delivery/transport document stating the Order number and a detailed packing list of all Products delivered, including quantities, dimensions and weights.

(5) Prior to the delivery of the Products/Services at the delivery point designated by the Company, the Contractor shall provide storage free of charge for a period of up to fourteen (14) calendar days at the Company's request. Any storage required by the Company beyond this period shall be reimbursed by the Company at the Contractor's normal storage rates.

(6) All risks of accidental loss and accidental deterioration shall only pass to the Company upon acceptance of the delivery of the Products/Services at the delivery point specified by the Company. The statutory provisions shall apply to the occurrence of our default of acceptance.

### 5. Progress of performance; partial performance; change of service

(1) The progress of performance shall be confirmed by the Company by signing the project progress reports or activity reports submitted to it. After completion of the Order, an acceptance report to be signed by the Company and the Contractor shall be drawn up for work Services (also for self-contained partial Services). In the case of Services, the progress of performance is confirmed by signing the activity

reports/project progress reports submitted to the Company by the Contractor.

(2) Partial Services are only permitted with the express prior written consent of the Company. If (partial) Services are provided before the agreed service date without the express written consent of the Company, the Company reserves the right to reject the Services provided too early and to demand that the Services be provided again on the contractual date without additional remuneration to the Contractor.

(3) The Company may also request changes to the Services at any time during the execution of the contract. In the event of a change request, the Contractor shall immediately submit a written change offer to the Company. Changes shall only become effective once the Company has confirmed the change offer in writing. If the Company does not accept the offer of change, the Company may extraordinarily terminate the previous contract if the Company cannot reasonably be expected to adhere to the previous contract. The right to terminate the contract in accordance with § 648 BGB for work Services remains unaffected.

## 6. Rights of use

(1) The Company shall be entitled to the exclusive right of use to all work results that arise in connection with the provision of the Services, regardless of whether they are capable of being protected by industrial property rights or not. The work results may not be used for purposes other than those specified by the Company without the Company's prior written consent. Created documents, reports, presentations and other documents (including data carriers) are - as far as legally possible - to be transferred to the Company.

(2) The Company shall acquire the exclusive, irrevocable, transferable right to use all work results protected by copyright (e.g. data, diagrams, reports, overviews, illustrations, calculations, concepts, programmes, etc.) for all types of use, including the right to reproduce, distribute and modify. The remuneration shall include the granting of the rights of use.

(3) The Contractor guarantees that the Services provided by it and the intended utilisation of work results by the Company do not infringe any domestic or foreign industrial or other property rights of third parties. If necessary, the Contractor shall procure the granting of rights of use by third parties required by the Company at its own expense. In the event of an infringement of third-party industrial property rights, the Contractor shall indemnify the Company against all claims for damages or other claims asserted against the Company in connection with the Services provided by the Contractor upon first request in the internal relationship.

(4) All inventions and work results capable of being protected by industrial property rights must be reported to the Company without delay and transferred to the Company, insofar as these arise in connection with the provision of Services by the Contractor. The Company reserves all rights in relation to the registration of industrial property rights. If there is no interest, the Company shall transfer the invention back to the Contractor, whereby the Company shall in any case retain a non-exclusive, irrevocable, sub-licensable, royalty-free right of use, unlimited in terms of time, territory and content, for its commercial application purposes.

## 7. Prices and terms of payment

(1) The rates and prices quoted represent the total remuneration for the Contractor's Services. All prices include

value added tax if this is not shown separately. Unless otherwise agreed in individual cases, the price shall include all Services and ancillary Services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). All rates and prices are quoted in Euros (€) unless otherwise agreed in the Order.

(2) Invoices shall be submitted with all relevant supporting documents. The Company shall pay the amounts specified in the Order at the times and in the manner specified in the Order.

(3) Unless otherwise agreed, payment shall be made within forty-five (45) calendar days of receipt of a duly issued and authorised invoice by the Company after the Products/Services have been delivered.

(4) Invoices must be labelled with the Company's purchase Order number and sent electronically to the accounts payable department using the e-mail address specified in the Order. Invoices without an Order number will not be accepted and will be returned by the Company.

(5) If payment is not made on time, the Contractor shall remind the Company before being entitled to interest on arrears at the statutory rate.

(6) The Company shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the Company shall be entitled to withhold due payments as long as it is still entitled to claims against the Contractor arising from incomplete or defective Services.

(6) The Contractor shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

(7) The Company reserves the right to dispute invoices if it deems it necessary; however, the Contractor is not authorised to suspend the execution of all or part of the Products/Services due to disputed invoices. The parties agree that in the event of any dispute, disagreement or claim arising out of or in connection with an Order, they shall endeavour in the first instance to reach an amicable and commercial settlement through mutual consultation and negotiation.

(8) The Contractor has the right to terminate the performance of all or part of the Products/Services if there is a delay of more than sixty (60) calendar days from the due date of the undisputed invoices and after written notification by the Contractor and setting of a deadline. The setting of a deadline can only be enforced as long as the Company has not provided an important reason for the delay. Costs such as invoicing, administrative costs and the like may not be invoiced.

## 8. Documentation

For all delivered Products/Services, the Contractor must submit all relevant documents requested by the Company in an Order and required by the type of Order. These may include, but are not limited to: NDT reports, verified dimensional data, test certificates, material certification and certificates of conformity.

## 9. Deadlines and delays

(1) The delivery dates for Products/Services and deadlines for the provision of Services stated in an Order are binding.

(2) The Contractor shall notify the Company in writing of any delays in delivery immediately after becoming aware of the

delay, stating the reasons and the new delivery date. Silence in response to this notification shall not constitute recognition of a new delivery date specified by the Contractor. The agreed or statutory regulations for default shall remain unaffected by this.

#### 10. Liability for delays

(1) If the Contractor is unable to deliver/provide a product/service on time due to delays for which it or its subcontractors are responsible, the Company shall be entitled - in addition to further statutory claims - to lump-sum compensation for the damage caused by the delay in the amount of 1% of the net price/agreed remuneration per completed calendar week, but not more than 5% of the net price of the Products delivered late/remuneration for the service provided late. The Company reserves the right to prove that higher damages have been incurred. The Contractor reserves the right to prove that no loss at all or only a significantly lower loss has been incurred.

(2) If delays occur due to an obstacle that can be avoided by incurring additional costs, the Contractor shall inform the Company immediately of possible measures to avoid or reduce the delays and the associated additional costs. The decision on this is the responsibility of the Company and must be authorised by written confirmation.

#### 11. Compensation and insurance

(1) If the Contractor is responsible for product damage, it shall indemnify the Company against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

(2) As part of its obligation to indemnify, the Contractor shall reimburse expenses pursuant to Sections 683, 670 BGB arising from or in connection with claims asserted by third parties (e.g. reasonable legal fees), including recall actions carried out by the Company. Further statutory claims remain unaffected.

(3) The Contractor shall be obliged to take out and maintain "Extended Product Liability and Recall Insurance" with worldwide cover and with sums insured appropriate to the Products/Services to be supplied. Upon request, the Contractor shall provide the Company with evidence of the conclusion and existence of such insurance.

#### 12. Quality, complaints and conformity with regulations

(1) The Products/Services must comply with the specifications stated in the Company's Order or in other specifications provided to the Contractor in connection with the Order (also in corresponding documents), the current state of the art and all relevant safety recommendations and statutory provisions/regulations. The Company must be notified in writing without delay prior to conclusion of the contract of any reasons which, after examination by the Contractor, could militate against the feasibility of the service descriptions provided by the Company (e.g. ambiguities, inconsistencies, technical obstacles, other concerns, etc.).

(2) The Company is not obliged to inspect the goods or make special enquiries about any defects when the contract is concluded. Partially deviating from § 442 para. 1 sentence 2 BGB, the Company is therefore entitled to claims for defects without restriction even if the defect remained unknown to the Company upon conclusion of the contract due to gross negligence.

(3) The Company shall check immediately upon receipt of the Products whether they correspond to the quantity and type Ordered and whether there is any externally recognisable transport damage or externally recognisable defects. The Company shall not be subject to any further inspection obligations in express limitation of § 377 HGB (German Commercial Code).

(4) Obvious defects must be reported within 5 working days of delivery of the Products, hidden defects within 14 calendar days of discovery.

(5) If a hidden defect becomes apparent within six (6) months of the transfer of risk, it shall be assumed that the delivery already had this defect at the time of the transfer of risk, unless this assumption is incompatible with the nature of the delivery or the defect.

#### 13. Subcontracting

The Contractor is not authorised to assign or subcontract the Order in whole or in part without the prior written consent of the Company. In the event of consent, the Contractor shall be liable for the fault of the subcontractors used by it as for its own fault.

#### 14. Guarantee

##### (1) Services:

The Contractor guarantees that the Services will be provided professionally and in accordance with recognised industry standards.

##### (2) Products:

(i) In accordance with the statutory provisions, the Contractor shall be liable in particular for ensuring that the Products have the agreed quality upon transfer of risk to the Company. In any case, those product descriptions which - in particular by designation or reference in the Company's Order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from the Company, the Contractor or the manufacturer.

(ii) In the case of Products with digital elements or other digital content, the Contractor shall owe the provision and updating of the digital content in any case to the extent that this results from a quality agreement in accordance with paragraph (ii) or other product descriptions of the manufacturer or on his behalf, in particular on the Internet, in advertising or on the product label.

If machines, devices or systems are the subject of the delivery, they must meet the requirements of the special safety regulations for machines, devices and systems applicable at the time of fulfilment of the contract and have a CE mark.

(iii) Subsequent performance shall also include the removal of the defective Products and reinstallation, provided that the Products were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; the statutory claim for reimbursement of corresponding expenses (removal and installation costs) of the Company shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, shall be borne by the Contractor, even if it turns out that there was in fact no defect. Liability for damages in the event of an unjustified request to remedy a

defect shall remain unaffected; in this respect, however, the Company shall only be liable if it recognised or was grossly negligent in not recognising that there was no defect.

(iv) Notwithstanding the Company's statutory rights and the above provisions, the following shall apply: If the Contractor fails to fulfil its obligation to provide subsequent performance - at the Company's discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by the Company, the Company may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Contractor. If subsequent fulfilment by the Contractor has failed or is unreasonable for the Contractor (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; the Company shall inform the Contractor of such circumstances immediately, if possible in advance.

(v) Otherwise, in the event of a material defect or defect of title, the Company shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, he shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

### 15. Supplier recourse

(1) In addition to the claims for defects, the Company shall be entitled without restriction to the legally determined claims for expenses and recourse of the Company within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 (5), 327u BGB). In particular, the Company is entitled to demand exactly the type of subsequent fulfilment (rectification or replacement delivery) from the Contractor that the Company owes its customer in the individual case; in the case of Products with digital elements or other digital content, this also applies with regard to the provision of necessary updates. The Company's statutory right of choice (Section 439 (1) BGB) is not restricted by this.

(2) Before the Company recognises or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), it shall notify the Contractor and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by the Company shall be deemed to be owed to the Company's customer. In this case, the Contractor shall be responsible for providing evidence to the contrary.

(3) The Company's claims arising from Contractor's recourse shall also apply if the defective Products have been combined with another product or further processed in any other way by the Company, its customer or a third party, e.g. by installation, attachment or installation.

### 16. Confidentiality

(1) The Contractor undertakes to keep secret all confidential information about the Company and the subject matter of the service of which it becomes aware within the scope of the contractual relationship, whether verbally, in writing in electronic, paper or other form, such as trade and business secrets within the meaning of § 2 No. 1 GeschGehG, data, technical and commercial information of any kind or other

documents ("trade secrets"), to maintain secrecy about them and to use them exclusively for the fulfilment of the Order. Information shall also be deemed to be trade secrets if it has not been expressly transmitted or labelled as confidential by the Company, unless the Contractor could not have recognised the possibility of confidentiality. The content of the contract is also subject to the duty of confidentiality.

(2) The Contractor shall also ensure that its employees, consultants and other vicarious agents who are entrusted with the performance of the contract and receive information are obliged in writing to maintain confidentiality at least to the extent required by this confidentiality agreement.

(3) The Contractor shall adequately protect the Company's trade secrets against unauthorised acquisition or disclosure. Appropriate protective measures in place include suitable technical and organisational measures (TOMs) that prevent unauthorised persons from gaining access to the trade secrets or obtaining knowledge of them, and subsequently disclosing them. TOMs must comply with the recognised state of the art. Measures agreed upon by the parties, e.g., in a data processing agreement, are deemed appropriate within the meaning of this regulation.

(4) The confidentiality obligation shall also apply to such trade secrets that the Company has made available to the Contractor in the context of the initiation of the contract.

(5) The confidentiality obligation shall also apply beyond the termination of the contract; as a rule, it shall end three years after the complete fulfilment of this contract.

(6) The confidentiality obligation shall not apply if the Contractor proves that the trade secrets are;

(i) generally known without breach of confidentiality by the Contractor, or

(ii) were already known to him without the confidentiality obligation, or

(iii) was provided to him by a third party not bound to secrecy, or

iv) were developed by him independently and without recourse to the Company's trade secrets.

(7) Mandatory legal disclosure obligations with regard to trade secrets shall remain unaffected; however, the Contractor shall inform the Company immediately in writing prior to disclosure within the scope of what is legally permissible if it intends to disclose trade secrets of the Company due to a disclosure obligation.

(8) The Contractor shall return the trade secrets to the Company at any time at the Company's request, but in any case without being requested to do so after complete fulfilment of the contract, or destroy them at the Company's instruction. Trade secrets or media that cannot be returned shall be deleted or destroyed in a non-recoverable manner. Recognised procedures shall be used for this purpose. At the Company's request, the Contractor shall confirm in writing the complete fulfilment of its deletion obligation. Statutory retention periods shall remain unaffected by this.

(9) The Contractor agrees that all public relations matters arising out of or in connection with an Order shall be the sole responsibility of the Company. The Contractor must obtain the Company's prior written authorisation for the text of any announcement, publication or other type of communication relating to an Order.

### 17. Data protection

When processing personal data of one of the parties, the processing party must comply with the requirements of the European Union's Data Protection Regulation (GDPR) and

other applicable data protection laws. The Contractor shall ensure that all persons entrusted with the fulfilment of this contract are familiar with the statutory provisions on data protection, in particular the provisions of the GDPR and the German Federal Data Protection Act (BDSG) relevant to the provision of Services, and are obliged to maintain data secrecy.

## 18. Social responsibility of the contractor

### (1) Business behaviour:

(i) The Contractor declares, guarantees and undertakes to comply with the Contractor's published "Code of Conduct". The Company declares, guarantees and undertakes to comply with the Company's "Code of Conduct and Ethics" (available at [https://v-er.eu/app/uploads/2024/01/POL\\_UPDATED-Code-of-Conduct-Ethics.pdf](https://v-er.eu/app/uploads/2024/01/POL_UPDATED-Code-of-Conduct-Ethics.pdf)). The parties undertake to treat business situations professionally and fairly.

(ii) The Contractor warrants that (i) it has not violated or will not violate any national or international laws against bribery, corruption or restrictions of competition when entering into the Contract and neither the Contractor nor, with the knowledge of the Contractor, its employees or persons acting on behalf of the Contractor have offered or will offer any direct or indirect payment or benefit in kind or any other advantage in favour of a public official or any other person, including officers or employees of the Customer, in Order to obtain an unlawful advantage or contract; and (ii) it will at all times comply with applicable laws in connection with the provision of the contractual Services.

### (2) Applicable laws and sustainability guidelines for suppliers

The Contractor is fully responsible for ensuring that the Products/Services are provided in accordance with all applicable laws and in compliance with the Company's "Sustainable Supplier Policy" (available at <https://v-er.eu/app/uploads/2024/01/Sustainable-Supplier-Policy-FINAL-310821-1.pdf>).

In addition to the economic and technical aspects, environmental compatibility, energy consumption and recyclability must also be considered.

Wherever selection criteria allow, a more environmentally friendly product should be favoured.

### (3) Labour conditions and human rights

(i) The Contractor warrants to the Company, and the Company warrants to the Contractor, that it will comply with all applicable laws relating to working conditions, including but not limited to working hours, wages and benefits, freedom of association and health and safety in the workplace.

(ii) The parties shall require their employees to comply with all applicable laws, including those relating to workplace safety.

(iii) In addition to complying with applicable laws, the parties agree to take all reasonable steps to respect the international human rights of their employees and to treat them with dignity and respect. This applies to all employees, including part-time and temporary workers, migrant workers, interns, part-time workers and all other forms of labour.

### (4) Regulation of minerals from conflict areas

(i) If the Contractor supplies Products that contain or may contain certain materials (tantalum, tin, tungsten, gold and

other conflict minerals), it shall take appropriate and reliable measures in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas to ensure, to the best of its knowledge and belief, that the materials used in the manufacture of its Products are not used directly or indirectly as a means to finance or support armed groups that commit serious human rights abuses. (2) Each Party shall exercise due diligence with respect to the source and chain of custody of such minerals and shall disclose such precautions to the other Party upon request.

## 19. Termination, suspension, cancellation

(1) The Company may notify the Contractor in writing at any time that it wishes to cancel or suspend an Order. In this case, the Company shall pay for the Products delivered or Services rendered in accordance with the terms of the relevant Order, and the Contractor shall accept this payment.

The Company has the right to cancel individual Products/Services of an Order by prior written notice to the Contractor; however, this does not necessarily mean the cancellation of the entire Order.

(2) The right of each party to terminate an Order without notice for good cause, in particular in the event of material breaches of contract by the other party, shall remain unaffected.

(3) The Contractor shall not suspend any Order or any part thereof except in the case of: (i) mandatory HSE regulations or due to a work stoppage; or (ii) instructions from a competent government or authority.

## 20. Force majeure

(1) Force majeure, i.e. an external event that has no operational connection and cannot be averted even with the utmost care that could reasonably be expected, such as labour disputes, riots, armed or terrorist conflicts, natural disasters or epidemics/pandemics, shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they are in default. The affected party must do everything possible and reasonable to minimise the consequences of the case of the serious event (damage minimisation).

(2) An automatic cancellation of the contract is not associated with a case of force majeure. The parties are obliged to inform each other immediately of the existence of such a circumstance and - as far as possible - its expected duration and to adjust their obligations to the changed circumstances in good faith. If an adjustment is not possible or unreasonable for one of the parties, the contract may be cancelled/terminated.

## 21. Other:

### a. Applicable law, place of jurisdiction

(1) The Order and these Terms and Conditions (including all associated non-contractual rights and obligations) shall be governed by German law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of jurisdiction for all disputes arising from or in connection with an Order and/or these GPC or their validity shall be, at the Customer's discretion, either the court having subject-matter jurisdiction for the Customer's registered office or the court having



jurisdiction in accordance with the applicable general statutory provisions.

**b. Export controls and customs clearance**

(1) In connection with any Purchase Order, Contractor shall at all times comply with all applicable trade embargo and import and export control laws, rules and regulations, including without limitation those of the European Union and the United States, and shall not directly or indirectly sell to or through any person, entity or destination any goods, software or technology (including without limitation technical data) without first obtaining all written consents, permissions or authorisations and complying with all formalities required under such laws, permissions or authorisations, provide, transfer, export or re-export or otherwise release or dispose of any goods, software or technology (including, without limitation, technical data) directly or indirectly to or through any person, entity or destination without first obtaining all written consents, permissions or authorisations and complying with all formalities required by such laws, rules or regulations. Neither party shall take any action, nor require the other party to take any action, that is prohibited or punishable under the applicable laws of the European Union or the United States or any other applicable jurisdiction.

(2) The Contractor undertakes to sign and make available an "end-use certificate" at any time upon request.

(3) In the event that at any time after the agreement of a Purchase Order, any law, regulation or restriction of any kind imposed by any government or organisation of which a government is a member materially adversely affects either party or its affiliates as a direct result of the performance of the Purchase Order, the parties shall endeavour in good faith to find a mutually acceptable solution to minimise such adverse effects. If no mutually acceptable solution is reached, either party or its affiliates reserves the right to terminate the Purchase Order and the other party agrees that this shall not be considered a breach of the Purchase Order and therefore it shall not be entitled to assert, and hereby waives the right to assert, any legal claims.

**c. Language**

These GPCs are available in German and English. In the event of discrepancies, the German version shall prevail.

**d. Liability**

Unless otherwise specified in the Order and notwithstanding the Contractor's obligation to deliver the Products/Services free of defects, the liability of the Parties in the event of a breach of contractual or non-contractual obligations shall be governed by the applicable statutory provisions.

**e. Separability**

The illegality or unenforceability of any provision of an Order or these Terms and Conditions shall in no way affect the legality or enforceability of any other provision. Should individual provisions of these GPCs be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the legal and economic purpose of this provision.