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§ 1 Scope of application

- (1) These Terms and Conditions of Purchase shall apply to all business transactions between HAHN+KOLB Werkzeuge GmbH (hereinafter referred to as HAHN+KOLB) and the supplier of goods or service provider of work and services (hereinafter referred to as SUPPLIER), even if they are not mentioned in subsequent contracts. Acceptance of the delivered goods shall be replaced by acceptance in the case of work and services and by release of the service in the case of services. These Terms and Conditions of Purchase apply to SUPPLIERS regardless of whether the contractual products are manufactured by SUPPLIERS themselves or purchased from sub-suppliers.
- (2) Any conflicting, additional or deviating terms and conditions of the SUPPLIER shall not become part of the contract, unless HAHN+KOLB has expressly agreed to their validity in writing. These Terms and Conditions of Purchase shall also apply if HAHN+KOLB accepts a delivery of the SUPPLIER without reservation in the knowledge of its conflicting or deviating terms and conditions.
- (3) Additional or deviating agreements to these Terms and Conditions of Purchase, which are made between HAHN+KOLB and the SUPPLIER for the execution of a contract, must be recorded in writing in the contract. This also applies to the waiver of this written form requirement.
- (4) Rights to which HAHN+KOLB is entitled according to the statutory provisions over and above these Terms and Conditions of Purchase shall remain unaffected.
- (5) These Terms and Conditions of Purchase shall only apply if the SUPPLIER is a company within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.

§ 2 Conclusion of the contract and amendments to the contract

- (1) An order only becomes binding when it has been placed in writing by HAHN+KOLB or, in the case of orders placed orally, by telephone or using other means of remote communication, confirmed in writing. An order created with the aid of automatic equipment, in which the signature and name reproduction are missing, is deemed to be in writing. The silence of HAHN+KOLB in response to offers, requests or other declarations of the SUPPLIER shall only be deemed as consent if this has been expressly agreed in writing. Insofar as the order contains obvious errors, spelling mistakes or miscalculations, it is not binding for HAHN+KOLB.

- (2) The SUPPLIER has to inform HAHN+KOLB immediately and comprehensively in writing without being asked before conclusion of the contract if the ordered goods are subject to export control or other restrictions of marketability according to the regulations applicable in the Federal Republic of Germany. In the event of such restrictions, HAHN+KOLB must be provided with the information and documents required for compliance with the approvals. Otherwise, HAHN+KOLB is entitled to withdraw from the contract. Further claims of HAHN+KOLB are not excluded.
- (3) The SUPPLIER shall confirm the order without delay, but no later than one week after its receipt, stating the binding price and delivery date. The confirmation of the order shall be made by returning the order confirmation form signed by the SUPPLIER. Deviations of the SUPPLIER's order confirmation compared to the order are only deemed to be agreed if they have been expressly confirmed in writing by HAHN+KOLB. The same applies to subsequent changes to the contract. HAHN+KOLB is entitled to change the order with regard to design and delivery date. If HAHN+KOLB has concluded a framework agreement with the SUPPLIER, an order placed by HAHN+KOLB is binding if the SUPPLIER does not object to it within three working days after receipt.
- (4) If it becomes apparent during the execution of a contract that deviations from the originally agreed specification are necessary or expedient, the SUPPLIER shall inform HAHN+KOLB without delay and submit proposals for changes. HAHN+KOLB will inform the SUPPLIER whether and which changes it has to make compared to the original order. If these changes change the costs incurred by the SUPPLIER due to the execution of the contract, both HAHN+KOLB and the SUPPLIER are entitled to demand a corresponding adjustment of the agreed prices.
- (5) Order confirmations, dispatch notes, consignment notes, delivery notes, invoices and other letters from the SUPPLIER must contain in particular the order number, order date and supplier number.

§ 3 Delivery time

- (1) The agreed delivery periods and dates are binding. The delivery periods run from the date of the order. The goods must be received at the delivery address specified by HAHN+KOLB on the agreed delivery date or within the agreed delivery period.

- (2) If it becomes apparent to the SUPPLIER that the delivery time cannot be met, the SUPPLIER shall immediately notify HAHN+KOLB in writing, stating the reasons and the expected duration of the delay. In the event of a delay on the part of the SUPPLIER, HAHN+KOLB is entitled to withdraw from the contract regardless of fault on the part of the SUPPLIER. In the event of a delay on the part of the SUPPLIER, HAHN+KOLB is also entitled to demand a contractual penalty of 0.5% of the net order value for each commenced week of the delay, but not more than 5% of the net order value. Further claims of HAHN+KOLB remain unaffected. This contractual penalty shall be offset against any possible damage caused by delay.
- (3) HAHN+KOLB's delivery claim is only excluded if the supplier pays damages instead of delivery at HAHN+KOLB's request. Acceptance of the delayed delivery does not constitute a waiver of claims for damages.
- (4) A delivery before the agreed delivery date is only permissible with the prior written consent of HAHN+KOLB. HAHN+KOLB is entitled to return or store prematurely delivered goods at the supplier's expense. In any case, the due date does not occur before the expiry of the respective agreed payment date.

§ 4 Transfer of risk, acquisition of ownership and shipment

- (1) The SUPPLIER bears the risk of accidental loss or accidental deterioration of the goods until their acceptance by HAHN+KOLB. If the SUPPLIER is obliged to install or assemble the goods at the premises of HAHN+KOLB or its customers, the risk shall only pass to HAHN+KOLB when the goods are put into operation.
- (2) The goods shall become the property of HAHN+KOLB immediately and free of encumbrances upon their handover.
- (3) The SUPPLIER shall observe HAHN+KOLB's specifications for the shipment of the goods, in particular their respective applicable transport and packaging regulations. The delivery must be made in packaging appropriate to the type of goods. In particular, the goods are to be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary for this purpose. Only environmentally friendly, recyclable packaging materials may be used. To compensate for the disposal costs incurred, the SUPPLIER shall pay a lump sum of 0.3% of the net order value of the calendar quarter at the end of each calendar quarter, unless these are not disposed of by the SUPPLIER at its own expense. The use of reusable packaging is only permitted with the prior written consent of HAHN+KOLB.

§ 5 Prices and payment

- (1) The price stated in the order is binding. In the absence of any written agreement to the contrary, the price includes the costs of packaging and transport to the delivery address specified by HAHN+KOLB. The statutory value added tax is included in the price, unless it has been expressly designated as a net price.
- (2) HAHN+KOLB receives the invoices of the SUPPLIER in duplicate. Invoices without order number, order date or supplier number are deemed not to have been received due to lack of processing possibility. If HAHN+KOLB has concluded a framework agreement with the SUPPLIER, payment shall be made without prior invoicing by crediting the respective supplier account.
- (3) Payment shall be made on the 25th of the month following delivery with a 3% discount or by the 30th in 2 months without discount. In the event of defective delivery, HAHN+KOLB shall be entitled to withhold payment until proper fulfilment without loss of rebates, discounts or similar price reductions. The payment period shall commence after the defects have been fully remedied. In the event of premature delivery of the goods, the payment period shall not commence until the agreed delivery date. In the event of late payment, the SUPPLIER may demand interest on arrears in the amount of 2% above the base interest rate, taking into account the current interest rate situation, unless HAHN+KOLB can prove lesser damages. The SUPPLIER is only entitled to withdraw from the contract after fruitless expiry of a reasonable grace period with threat of refusal, which he has set HAHN+KOLB after the occurrence of the delay in payment.
- (4) Payments shall only be made to the SUPPLIER. Counterclaims of the SUPPLIER shall only entitle him to set-off if they have been legally established or are undisputed. The SUPPLIER may only assert a right of retention if his counterclaim is based on the same contractual relationship.
- (5) Insofar as HAHN+KOLB has concluded a framework agreement with the supplier, Würth Finance International B.V. (WFI) shall assume liability for the fulfilment of all liabilities of HAHN+KOLB arising from the contracts between HAHN+KOLB and the supplier. WFI is entitled to a collection agreement in the amount of 1 % plus any value added tax thereon from the claim due to the supplier against HAHN+KOLB.

§ 6 Deficiency claims

- (1) The delivered goods shall comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations.

- (2) Furthermore, all obligations arising from the Electrical and Electronic Equipment Act (ElektroG) are to be fulfilled by the SUPPLIER and registered with the "Elektro-Altgeräte Register" foundation in Fürth (www.stiftung-ear.de) with regard to the goods concerned. If HAHN+KOLB is subject to obligations due to a breach of this obligation, the SUPPLIER shall indemnify HAHN+KOLB from all claims of third parties. HAHN+KOLB does not assume any obligations resulting from this law for goods that fall within the scope of application of the ElektroG.
- (3) Unless the products supplied are private label products under a company brand, SUPPLIER shall ensure that it fully complies with its obligations under the regulations on extended producer responsibility, in particular the regulations on the registration and take-back of packaging, waste electrical and electronic equipment and batteries. If the SUPPLIER has its registered office outside Germany, it must ensure that it has duly appointed an authorised representative for the implementation of the above statutory obligations and that this representative fulfils the obligations.
- (4) Code of Compliance and Code of Conduct for Suppliers: The SUPPLIER shall observe the HAHN+KOLB Code of Compliance and the Code of Conduct for Suppliers in the performance of its deliveries and services. The SUPPLIER undertakes to comply with the requirements of the Code of Compliance and the Code of Conduct in a binding manner. The SUPPLIER will also demand compliance with the requirements from its sub-suppliers. The Code of Compliance and the Code of Conduct for Suppliers are available at https://www.hahn-kolb.de/de/hahn_kolb/aktuelles_1/downloadcenter_1/downloadcenter.php be called off. If the SUPPLIER culpably violates these obligations, HAHN+KOLB is entitled to withdraw from the contract or to terminate the contract without prejudice to further claims.
- (5) HAHN+KOLB shall notify the SUPPLIER of visible defects within two weeks after acceptance of the goods and of hidden defects within two weeks after their discovery. In the case of consignments of goods consisting of a large number of identical goods, HAHN+KOLB shall only inspect 3% of the delivered goods for defects. If the goods become unsaleable due to the inspection, a random sample of 0.5 % of the delivered pieces is sufficient. If individual random samples of a consignment of goods are defective, HAHN+KOLB may, at its own discretion, demand that the defective pieces be sorted out by the supplier or assert claims for defects on account of the entire consignment of goods. If, as a result of defects in the goods, it becomes necessary to inspect the goods beyond the usual scope of the incoming goods inspection, the supplier shall bear the costs of this inspection.

- (6) If HAHN+KOLB has concluded a framework agreement with the SUPPLIER, the SUPPLIER is obliged to maintain a quality management system according to DIN/EN ISO 9001 or higher and to deliver the goods to be supplied according to specification. If the SUPPLIER obtains production or testing equipment, software, services, materials or other supplies from sub-suppliers for the manufacture or quality assurance of the goods to be delivered, he will include these in his quality management system or ensure the quality of the sub-supplies himself. The SUPPLIER shall keep records of the implementation of the quality assurance measures and keep these records as well as any samples of the goods to be delivered in an orderly manner in accordance with German law. He will allow HAHN+KOLB to inspect the records to the necessary extent, explain the records and hand over copies of the records as well as any samples. HAHN+KOLB will immediately after acceptance of the goods, insofar as this is feasible in the ordinary course of business, check whether they correspond to the ordered quantity and type and whether there is any externally recognisable transport damage. If a defect becomes apparent during these inspections or later, HAHN+KOLB must notify the SUPPLIER within two weeks after the inspection or after discovery. A further incoming goods inspection does not take place.
- (7) In the event of defects in the goods, HAHN+KOLB is entitled, irrespective of the statutory claims for defects, to demand, at its own discretion, that the SUPPLIER remedy the defects or provide defect-free goods as subsequent performance. The SUPPLIER shall bear the expenses necessary for the purpose of subsequent performance. If the SUPPLIER culpably fails to fulfil his obligation of subsequent performance within a reasonable period of time set by HAHN+KOLB or if there is an urgent case, HAHN+KOLB may carry out the necessary measures themselves or have them carried out by a third party at the expense and risk of the SUPPLIER. HAHN+KOLB may always remedy minor defects, for which the costs of remedying the defect amount to up to 10% of the net order value of the defective goods, at the SUPPLIER's expense or have them remedied by a third party without consulting the SUPPLIER.
- (8) The acceptance of the goods as well as the processing, payment and reordering of goods not yet recognised as defective and notified shall not constitute approval of the delivery and no waiver of claims for defects by HAHN+KOLB.
- (9) The limitation period for HAHN+KOLB's claims for defects is 24 months. Insofar as HAHN+KOLB procures the goods for the purpose of resale, the limitation period begins at the point in time at which the limitation period from the resale of the goods begins to run, but no later than twelve months after acceptance of the goods by HAHN+KOLB. The same applies if HAHN+KOLB procures the goods for the purpose of further

processing. In the event of subsequent performance by delivery of goods free of defects, the limitation period shall start anew.

- (10) SUPPLIERS of goods requiring spare parts are obliged to supply HAHN+KOLB with the necessary spare parts and accessories as well as tools for a further period of ten years after expiry of the limitation period.
- (11) Further guarantees or obligations of the SUPPLIER remain unaffected.

§ 7 Product Liability, Quality Assurance, REACH, CE Marking, Conflict Minerals and Legal Requirements

- (1) The SUPPLIER is obliged to indemnify HAHN+KOLB against claims of third parties arising from product liability, insofar as he is responsible for the product defect and the damage incurred according to product liability law principles. Further claims of HAHN+KOLB remain unaffected.
- (2) Within the scope of this indemnification obligation, the SUPPLIER shall in particular also reimburse HAHN+KOLB for such expenses which result from or in connection with a replacement or recall action carried out by HAHN+KOLB. HAHN+KOLB will inform the SUPPLIER about the content and scope of the measures to be carried out, as far as possible and reasonable, and give the SUPPLIER the opportunity to comment.
- (3) Deliveries are made on the basis of agreed specifications in accordance with national, international, factory standards or agreements. The basis is the respective agreement, which creates a product-related agreement between the SUPPLIER and HAHN+KOLB. The SUPPLIER is obliged to inform HAHN+KOLB in the event of changes to products covered by the framework agreement. The SUPPLIER shall deliver all products in conformity with the conditions and specifications agreed in the purchase orders and shall carry out appropriate tests with evidence prior to delivery in accordance with its product requirements.
- (4) The SUPPLIER shall further ensure that the products supplied by it comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). The substances contained in the SUPPLIER's products are, to the extent required under the provisions of the REACH Regulation, pre-registered or registered after the expiry of the transitional periods, unless the substance is exempted from registration.

- (5) The SUPPLIER assures that the products delivered by him do not contain any substances of the so-called authorisation list according to Art. 55 ff., Annex XIV REACH-VO. The SUPPLIER undertakes to inform HAHN+KOLB immediately in writing if products delivered by him contain restricted substances or substances of the candidate list according to Art. 57, 59 of the REACH Regulation; this applies in particular in the event of an extension / addition to the candidate list. SUPPLIER shall name the individual substances and inform as precisely as possible about the restriction or the mass percentage in relation to the individual product components.
- (6) The SUPPLIER shall notify HAHN+KOLB of the information required for registration in public product databases, in particular the SCIP database of the ECHA, the EPREL database of the European Commission, the EUDAMED database of the European Commission and comparable portals. Insofar as referencing in the respective database is permissible, notification of the data that can be used for referencing shall suffice. The SUPPLIER shall ensure that the business relationship with HAHN+KOLB is not publicly recognisable from its database entry, which may have to be created as a supplier itself; in particular, the SUPPLIER is not entitled to register products under a trademark of HAHN+KOLB in a public database, unless expressly agreed otherwise.
- (7) If CE marking is required for this delivery in accordance with EC directives, this must be affixed and the prescribed documentation must be supplied.
- (8) SUPPLIER undertakes to identify the use of so-called "Conflict Minerals" (tin, gold, tantalum, tungsten) in its supply chain and to ensure by appropriate measures that materials and components delivered to HAHN+KOLB do not contain any Conflict Minerals pursuant to Section 1502 of the US Dodd-Frank Act.
- (9) SUPPLIER is aware that HAHN+KOLB has committed itself to compliance regulations towards contractual partners as well as to the use of environmental reporting and monitoring systems which go beyond the mandatory legal requirements. SUPPLIER undertakes to support HAHN+KOLB in the fulfilment of such obligations and, as far as reasonable, to comply with these obligations accordingly in the supply relationship with HAHN+KOLB.

§ 8 Third party property rights

- (1) The SUPPLIER assumes that the delivery and use of the goods does not infringe any patents, licences or other industrial property rights and copyrights of third parties.

- (2) If and to the extent that third parties assert claims against HAHN+KOLB due to infringement of industrial property rights or copyrights by the resale of the goods, HAHN+KOLB shall be entitled to claims for subsequent performance, reduction, withdrawal and/or damages in accordance with the statutory provisions. In the event that the SUPPLIER is at fault, he will furthermore fully indemnify HAHN+KOLB from the claims of the third party as well as reimburse HAHN+KOLB for any necessary internal and external costs incurred for legal defence.
- (3) The SUPPLIER assumes that the further distribution of the goods by HAHN+KOLB in the European Union does not violate patent, trademark, utility model and/or design rights of third parties. If and to the extent that third parties assert claims against HAHN+KOLB due to infringement of such rights in Germany by the further distribution of the ordered goods, the SUPPLIER will fully indemnify HAHN+KOLB from these claims irrespective of fault, i.e. fulfil justified claims as well as defend against unfounded claims, in deviation from the above regulations in paragraph 2. Furthermore, the SUPPLIER will reimburse HAHN+KOLB for the necessary internal and external costs already incurred or to be incurred for the legal defence. However, HAHN+KOLB is obliged to inform the SUPPLIER in accordance with paragraph 1 about the assertion of claims by the third party and to grant the SUPPLIER the right to conduct the dispute with the third party in court and/or out of court itself, insofar as this is permissible and possible. As far as this is not permissible and/or possible, HAHN+KOLB will conduct the dispute with the third party in coordination with the SUPPLIER. HAHN+KOLB will not terminate the dispute by settlement without the SUPPLIER's consent, which may not be unreasonably withheld. If the SUPPLIER refuses to support HAHN+KOLB in the dispute with the third party, HAHN+KOLB will conduct the dispute at its own discretion. The indemnification and reimbursement claims of HAHN+KOLB also exist in this case.
- (4) Unless otherwise agreed between the parties, the claims of HAHN+KOLB referred to in paragraph 2 and paragraph 3 shall become statute-barred three years after the passing of risk.

§ 9 Force majeure

- (1) If HAHN+KOLB is prevented from fulfilling its contractual obligations, in particular from accepting the goods, due to force majeure, HAHN+KOLB shall be released from the obligation to perform for the duration of the obstacle as well as a reasonable start-up time, without being obliged to compensate the SUPPLIER for damages. The same applies if the fulfilment of HAHN+KOLB's obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which HAHN+KOLB is not responsible, in particular due to industrial disputes, official measures, energy shortages or significant operational disruptions. HAHN+KOLB may refuse to accept the goods if such circumstances hinder the sale of the goods as a result of a drop in demand.

- (2) HAHN+KOLB is entitled to withdraw from the contract if such an obstacle lasts for more than four months and the fulfilment of the contract is no longer of interest to HAHN+KOLB as a result of the obstacle. At the SUPPLIER's request, HAHN+KOLB will declare after the expiry of the period whether it will make use of its right of withdrawal or accept the goods within a reasonable period.

§ 10 Consignment by HAHN+KOLB

- (1) HAHN+KOLB retains ownership of samples, models, drawings, artwork, tools, software and other items provided to the SUPPLIER by HAHN+KOLB for the manufacture of the ordered goods or for other reasons. The SUPPLIER is obliged to use these objects exclusively for the production of the ordered goods or according to the other specifications of HAHN+KOLB. Such items may not be made accessible to third parties. The SUPPLIER is not entitled to make copies, reproductions or other duplications of the items. The SUPPLIER must immediately return the items to HAHN+KOLB at its own expense without being requested to do so, if their surrender is no longer required.
- (2) The processing or transformation of provided objects by the SUPPLIER is carried out for HAHN+KOLB. If such objects are processed with other objects not belonging to HAHN+KOLB, HAHN+KOLB acquires co-ownership of the new object in the ratio of the value of the object of HAHN+KOLB to the other processed objects at the time of processing.
- (3) The SUPPLIER is obliged to handle and store the items provided with care. He has to insure the items at his own expense at replacement value against fire, water and theft damage. The SUPPLIER hereby assigns to HAHN+KOLB all claims for compensation arising from this insurance. HAHN+KOLB hereby accepts the assignment. The SUPPLIER is obliged to carry out the necessary maintenance and inspection work as well as all maintenance and repair work on the provided objects in due time at his own expense. The SUPPLIER must notify HAHN+KOLB immediately of any damage that occurs.
- (4) Goods which the SUPPLIER manufactures in whole or in part according to the specifications of HAHN+KOLB or using the items provided by HAHN+KOLB may only be used by the SUPPLIER itself or offered, delivered or otherwise made available to third parties after prior written consent by HAHN+KOLB. This also applies to goods which HAHN+KOLB has legitimately not accepted. In case of infringements, the SUPPLIER has to pay a contractual penalty of € 25,000.00 to HAHN+KOLB. Further claims of HAHN+KOLB remain unaffected, whereby the contractual penalty will be offset against possible claims for damages.

- (5) Paragraphs 1 to 4 shall apply accordingly in the event that the items are handed over to the SUPPLIER by customers of HAHN+KOLB for the manufacture of the ordered goods or for other reasons.

§ 11 Secrecy

The SUPPLIER is obliged to keep secret for an unlimited period of time all information which becomes accessible to it via HAHN+KOLB or its customers and which is designated as confidential or is recognisable as business or trade secrets according to other circumstances, and to neither record nor pass on or utilise it, unless required for the SUPPLIER to HAHN+KOLB. The SUPPLIER shall ensure by means of suitable contractual agreements with the employees and agents working for him that they also refrain for an unlimited period from any exploitation, disclosure or unauthorised recording of such business and trade secrets.

§ 12 Customer visits

When visiting customers of HAHN+KOLB, the SUPPLIER's employees shall observe the regulations of the visited companies regarding occupational safety as well as health and fire protection and follow the instructions of the customer's employees who are authorised to give instructions in this respect. The SUPPLIER's employees must also behave in such a way that the processes in production, logistics and transport are not hindered or disturbed.

§ 13 Environment and sustainability

- (1) The SUPPLIER undertakes to comply with the respective statutory regulations for dealing with environmental protection and to work to reduce adverse effects on people and the environment in its activities.
- (2) In the event that a SUPPLIER repeatedly and/or despite a corresponding notice behaves in a manner contrary to the law and does not prove that the violation of the law has been remedied as far as possible and that reasonable precautions have been taken to avoid violations of the law in the future, HAHN+KOLB shall have the right to declare rescission or to terminate the existing contracts without notice.
- (3) The SUPPLIER shall comply with all relevant statutory safety and environmental regulations.

§ 14 Liability

HAHN+KOLB shall be liable without limitation for damages resulting from the breach of a guarantee or from injury to life, body or health. The same applies to intent and gross negligence as well as to other non-mandatory statutory liability. In particular, the mandatory statutory liability for product defects remains unaffected. HAHN+KOLB is only liable for slight negligence if essential obligations are violated which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In case of breach of such obligations, delay and impossibility, the liability of HAHN+KOLB is limited to such damages which can typically be expected to occur within the scope of the contract. During the contractual relationship with HAHN+KOLB, the SUPPLIER shall always maintain sufficient product liability insurance at its own expense. Upon request, the SUPPLIER must provide HAHN+KOLB with evidence of the conclusion and the existence of the product liability insurance.

§ 15 Auditing

The SUPPLIER may be audited by HAHN+KOLB. The SUPPLIER shall tolerate such auditing and perform reasonable cooperation and support actions in connection with the auditing.

§ 16 Final Provisions

- (1) The SUPPLIER is only entitled to transfer rights and obligations to third parties with the prior written consent of HAHN+KOLB.
- (2) In the event of the SUPPLIER's suspension of payments or the application for the opening of insolvency proceedings against the assets of the SUPPLIER, HAHN+KOLB is entitled to withdraw from the contract in whole or in part.
- (3) The legal relationship between the SUPPLIER and HAHN+KOLB shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (4) The exclusive place of jurisdiction for all disputes arising from the business relationship between HAHN+KOLB and the SUPPLIER is the registered office of HAHN+KOLB. HAHN+KOLB is also entitled to file an action at the SUPPLIER's registered office as well as at any other admissible place of jurisdiction.

- (5) The contractual language is German.
- (6) The place of performance for all services of the SUPPLIER and HAHN+KOLB is the registered office of HAHN+KOLB.
- (7) Should any provision of this contract be or become invalid or unenforceable in whole or in part, or should there be a gap in this contract, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed agreed. In the event of a loophole, that provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the purpose of this contract if the contracting parties had considered the matter from the outset.