

General Terms and Conditions of Purchase of the Foundation for Pathobiochemistry and Molecular Diagnostics (Stiftung für Pathobiochemie und Molekulare Diagnostik)

§ 1 Scope and Area of Application

1. The present General Terms and Conditions of Purchase (hereinafter: GTCP) of the Foundation for Pathobiochemistry and Molecular Diagnostics (Stiftung für Pathobiochemie und Molekulare Diagnostik; hereinafter: Customer) shall apply exclusively. The Customer's contractual partner is the Contractor. Terms and conditions of our contractors or third parties shall not apply, even if their validity is not specifically objected to in individual cases, or if the delivery is accepted and paid for without reservation despite knowledge of conflicting or deviating terms and conditions. Even if the Customer refers to a letter that comprises or refers to terms and conditions of the Contractor or a third party, this shall not be deemed to constitute acceptance of these terms and conditions. Any terms and conditions of the Contractor that conflict with or deviate from the Customer's GTCP will be recognized only if their validity has been expressly agreed to in writing.
2. The present GTCP shall also apply to all future transactions with the Contractor, even if not specifically agreed upon again.
3. The present GTCP shall not apply in the event of legal and technical contradictions to the Procurement and Contract Regulations for Construction Services, Part B (VOB/B) or the Procurement and Contract Regulations for Services (VOL/B) and otherwise incidentally to these, if and insofar as the VOB/B or VOL/B have been agreed for the order.
4. The current version can be downloaded from <https://www.rfb.bio/aeb-en.pdf>.

§ 2 Offer and Order

1. The Contractor shall accept our orders, even if based on an offer from the Contractor, within 2 working days of receipt of the order by the Contractor, and confirm these to us in a legally valid and binding manner.
2. Orders, contracts, delivery call-offs as well as their amendments and supplements must be made in text form as defined in § 126b of the German Civil Code (BGB). Framework and general agreements, contracts, service contracts and their amendments and supplements must be in text form. This does not apply to repair

orders placed in connection with maintenance work. In this case, verbal commissioning on site by the Customer is sufficient.

3. Oral agreements of any kind – including subsequent amendments and supplements to the present GTCP – require confirmation in writing by the Customer in order to be effective.

4. The requirement for written form shall be deemed satisfied by remote data transmission (email, e-procurement) or fax as well.

5. Offers by the Contractor are to be submitted free of charge. When presenting the offer, the Contractor shall adhere to the inquiry or order or invitation to tender in the offer, in particular with regard to quantity, quality and design, and in the event of a deviation must expressly point this out.

6. The Contractor's offer shall include all essential details necessary for the technical and price assessment of the individual units. Dimension sheets, catalog sheets, and any necessary project drawings, operating manuals and maintenance instructions shall be annexed to the offer. The Contractor shall immediately notify the Customer of any obvious errors (e.g. clerical and/or computational errors) and/or incomplete orders and/or missing order documents for the purpose of correction or completion; otherwise the contract shall be deemed not to have been concluded.

7. The offers submitted by the Contractor are binding in all their elements.

§ 3 Subcontracting

1. Subcontracting to third parties is permitted only with the Customer's prior written consent.

2. The Contractor may not impose less favorable conditions on the subcontractor overall – in particular with regard to the method of payment and provision of security – than those agreed between the Contractor and the Customer.

§ 4 Confidentiality / Secrecy / Data Protection

1. The Contractor shall ensure that all persons entrusted by it with the processing or fulfillment of the contract comply with the statutory provisions on data protection. The obligation to maintain data secrecy required under data protection law (§ 53 of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG)) must be undertaken at the latest before the first commencement of work. The Contractor undertakes to entrust subcontractors with the processing of personal data only if these subcontractors have been notified to the Customer and have previously undertaken in

writing to comply with the confidentiality and data protection requirements specified herein in the same way.

Upon request, the Contractor shall provide the Customer with suitable evidence of the obligation of the personnel deployed – including the subcontractor and its personnel. Disclosure of personal data to third parties always requires the prior written consent of the Customer.

The confidentiality and data protection obligations mentioned here shall continue to apply for five years after termination of the contractual relationship. The Customer may terminate the contractual relationship in whole or in part if the Contractor culpably fails to fulfill its obligations within a reasonable period of time, or intentionally or grossly negligently violates data protection regulations

These obligations do not apply to information – if and insofar as the Contractor can provide evidence thereof – that:

- became publicly known without a breach of duty by the Contractor or – if and insofar as the Contractor can ascertain this – without a breach of duty by any authorized person;
- were already publicly known when the contract was concluded;
- are known to the Contractor independently of the Customer.

The Contractor shall bear the onus of proof for the existence of such an exception.

2. The Customer reserves the right of ownership and copyright to all documents provided to the Contractor in connection with the order, e.g. calculations, drawings, etc. The Contractor undertakes not to disclose or make accessible such documents to third parties unless the Customer gives its express written consent. The documents are to be used exclusively for production based on our order. They shall be returned to the Customer without delay if and insofar as the Contractor does not accept the order within the period specified in § 2. If the order is accepted, the documents shall be returned to the Customer at the latest when the order has been processed.

3. Technical documentation, documents, drawings, diagrams, schematics, graphics, photographs, layout templates and other documentation produced by the Contractor in the course of executing the order – whether on data carriers, in printed form, or as material for print preparation or printing – as well as all samples, tools, materials, and other operating resources shall become the property of the Customer when they are made available.

4. Furthermore, the Customer shall receive all property rights, rights of use, and exploitation rights to all of the aforementioned copyrightable works, if and insofar as permitted by law. No separate remuneration is owed by the Customer for the transfer

of the aforementioned rights; said transfer is included in full in the prices stated in the orders.

5. The Contractor undertakes to exercise at least the same degree of care with regard to the confidentiality of information as it would exercise in its own affairs, but in any case at least the care required in the ordinary course of business. Subcontractors shall be obligated accordingly.

6. The Contractor shall not refer to the business relationship in advertising material, brochures etc. without the prior written consent of the Customer.

7. The relevant international and national regulations on data protection, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), must be complied with by the Contractor. If and insofar as the Contractor, or employees of the same, become(s) aware of or gain(s) access to personal data for which the Customer bears responsibility within the meaning of Art. 4 (7) of the GDPR, the Contractor shall take the necessary technical and organizational measures to protect such data in accordance with Art. 32 GDPR. In particular, it may deploy only reliable employees, and shall ensure that they are bound to confidentiality and data protection.

8. If and insofar as the provision of services comprises contractual data processing within the meaning of Art. 28 of the GDPR and § 62 of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), the Customer shall be allowed to inspect and control the data processing equipment, the stored data, and the data processing programs at any time with regard to the processing of the data provided by the Customer.

9. The Customer is also entitled to obtain information about the Contractor. In this context, the Contractor undertakes to permit inspections by the data protection supervisory authority responsible for the Customer. The Customer's right to issue instructions to the Contractor remains unrestricted with regard to contractual data processing. Personal data must be deleted immediately once the reason for their processing no longer applies. Irrespective of the above, upon termination of the contractual relationship by the Contractor all personal data must be handed over to the Customer unprompted, or deleted or destroyed immediately and verifiably at the request of the same. Before returning a data carrier to the Contractor, the Customer shall ensure the deletion of content worthy of protection. If deletion is not possible due to a defect/error, the Contractor shall ensure complete and reliable deletion/destruction at the request of the Customer.

§ 5 Property Protection

1. The Customer reserves the right of ownership and copyright to all documents provided to the Contractor in connection with the order, e.g. calculations, drawings, etc. The Contractor undertakes not to disclose or make accessible such documents to third parties unless the Customer gives the Contractor its express written consent. They are to be used exclusively for production based on the Customer's order. The documents shall be returned to the Customer without delay if and insofar as the Contractor does not accept the order within the period specified in § 2. If the order is accepted, the documents shall be returned to the Customer unprompted, at the latest when the order has been processed. Any copies made by the Contractor shall be destroyed in either of the two cases described in the preceding two sentences of this clause.

2. Tools and models made available to the Contractor or manufactured for contractual purposes and invoiced separately to the Customer by the Contractor shall become or remain the property of the Customer. The Contractor shall mark them as the property of the Customer, store them carefully, insure them to an appropriate extent against damage of any kind, and use them solely for the purposes of the contract. Unless otherwise agreed, the contractual partners shall each bear half of the costs of maintenance and repair. However, if and insofar as these costs are attributable to defects in the items manufactured by the Contractor or to improper use by the Contractor, its employees, or other vicarious agents, they shall be borne solely by the Contractor.

The Contractor shall notify the Customer immediately of any damage to these tools and models that is not merely insignificant. Upon request, it shall return them to the Customer in proper condition if they are no longer required by it to fulfill the contracts concluded with the Customer.

3. Retention of title by the Contractor shall apply only if and insofar as it relates to the Customer's payment obligation for the respective products to which the Contractor retains title. In particular, extended or prolonged reservations of title are not permissible.

§ 6 Terms of Payment, Remuneration and Invoice Details

1. The price indicated in the order is binding.

2. Unless agreed otherwise in writing, the price includes delivery and transportation to the shipping address specified in the order (obligation to deliver).

3. Orders shall be executed at the agreed prices. If, in exceptional cases, the prices are not agreed in advance, they shall be bindingly stated in an order confirmation. The Customer reserves the right to objection or withdrawal from the contract, in particular if price increases occur before delivery.

4. Ancillary costs of any kind, e.g. cartage, insurance fees, or costs for freight, demurrage, costs for loading and unloading the goods, bringing the goods into the designated premises, connection of systems and equipment to the supply lines laid on site, instruction of operating and maintenance personnel, etc. are included in the contract price.

5. Payment of the fee requires a verifiable invoice in accordance with the specifications set out in the order. In particular, the Contractor shall indicate on the invoice the order and item № given in the order and the complete data of the order; the Contractor shall be liable for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for the same.

6. If the subject of the Contractor's order is the shipment of goods, the invoice must be sent simultaneously in digital form to the email address specified in the order, in addition to the email address invoices@spmd-rfb.de, in accordance with the statutory requirements; it may not be enclosed with the shipment of goods.

7. Unless otherwise agreed, payment shall be made within 21 days of delivery and receipt of invoice with a 3% discount, or net within 30 days of receipt of invoice.

The payment period shall commence at the earliest upon receipt of the invoice, but not before receipt of the goods or provision of the service. Payment is subject to the proviso that the invoice is audited. Receipt of the transfer order is sufficient for the timeliness of the payments owed.

8. In the event of default in payment, the Customer shall pay default interest in the amount of five percentage points above the base interest rate in accordance with § 247 of the German Civil Code (BGB).

9. The Customer is entitled to the statutory set-off rights and rights of retention.

10. The Contractor is not entitled to assign claims against the Customer to third parties without the Customer's written consent. A set-off with counterclaims is permitted only if and insofar as these are undisputed or have been legally established.

11. Down payments, interim payments, and / or payments on account shall be made only if agreed in writing.

§ 7 Packaging

1. Unless agreed otherwise, the Contractor shall package the goods professionally at its own expense in accordance with their nature and mode of transportation.

2. Packaging material shall be returned upon request at the Contractor's expense. The obligation to take back the packaging is determined by the statutory provisions.

3. The Customer is entitled to invoice the Contractor for the amount required for the disposal of the packaging, or to offset it directly.

§ 8 Delivery Periods and Delivery Dates

1. The delivery times and delivery dates stated in the respective order are binding. Meeting of the delivery period or delivery date shall be determined by the time of proper receipt of the goods or faultless provision of the service, respectively, including handover of the documentation at the place of receipt or use as specified by the Customer, or by the timeliness of successful acceptance, as the case may be.

2. The Contractor shall inform the Customer immediately if and insofar as circumstances arise or become apparent due to which a delivery time cannot be met. In this case, the Contractor shall state the reason for and the expected duration of the delay in delivery.

3. If the Contractor fails to perform its service or does not perform it within the agreed delivery period or is in default, the Customer's rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions. The regulations in Clause 4 remain unaffected.

4. If the Contractor is in default, the Customer may – in addition to further statutory claims – demand lump-sum compensation for the damage it has suffered due to the default, in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. The Customer reserves the right to demonstrate that greater damage has been done. The Contractor reserves the right to demonstrate that no damage at all or only considerably less damage has been done.

5. The Contractor may invoke the absence of necessary documents to be supplied by the Customer only if it has sent a written reminder and has not received the documents within a reasonable period.

6. Delivery must be made in full. Partial deliveries may be agreed in individual cases.

7. In the event of premature delivery, the Customer reserves the right to return the goods at the Contractor's expense. If the goods are not returned in the event of premature delivery, they shall be stored at the Contractor's expense and risk until the agreed delivery date. In the event of premature delivery, the Customer reserves the right to make payment only on the due date agreed.

§ 9 Goods and Services

1. If the place of destination is not specified and nothing to the contrary has been agreed, delivery shall be made to the Customer's place of business in Bonn. The respective destination is also the place of performance for the delivery and any subsequent performance.

2. The Contractor must ensure (if necessary by concluding an appropriate transportation contract) that unloading of the goods also takes place at the place of destination. Goods will be accepted only Monday to Thursday from 07:00 to 14:00 and after prior express agreement with the Customer on Friday from 07:00 to 12:00, or by special arrangement. Confirmations of acceptance of goods or invoices that have already been paid do not constitute a conclusive approval or declaration that the delivery has been duly performed.

3. Deliveries and services shall be provided in accordance with the state of the art at the time of delivery. If and insofar as no brochure material with technical data is available, descriptions and functional diagrams shall be submitted that disclose in particular the required connection values such as dimensions and weights.

4. The Contractor shall ensure that the laws, regulations, and official requirements that apply in the Federal Republic of Germany are complied with, and that the technical rules, standards, and guidelines in the versions valid at the time of conclusion of the contract are observed and fulfilled. In particular, the Contractor undertakes to ensure that any statutory hygiene regulations, the applicable accident prevention regulations, any other occupational health and safety regulations, and the generally recognized technical, safety and occupational health rules in their current versions are complied with for the ordered delivery item and, in particular, that the legally required CE and ISO certifications (latest version) are on hand.

If the supplied item is a medical device, the contractor is obligated to comply with all applicable regulatory and statutory requirements for medical devices from a quality perspective. This includes, but is not limited to, the Act on Genetic Testing on Humans (GenDG), the Medical Devices Operator Ordinance (MPBetreibV), the European Medical Devices Regulation (MDR), the Medical Devices Implementation Act (MPDG), or the Medical Devices User Reporting and Information Ordinance (MPAMIV), and—in the case of in-vitro diagnostics—the In-vitro Diagnostic Medical Devices Regulation (IVDR).

5. Operating instructions must be sent to the Customer for each device in electronic form (PDF). In addition, complete service documentation and spare parts lists must be supplied with each device. The documents must be prepared in German.

6. The Contractor must inform the Customer immediately in writing of any concerns regarding specifications, drawings, or other documents belonging to the order, as well as regarding the intended type of execution.

7. The Contractor undertakes to instruct operating and technical staff in the operation and/or maintenance and/or servicing, free of charge, upon the Customer's request. The Contractor shall grant approval for safety inspections and for in-house-maintenance by the Customer's technical personnel.

8. The statutory provisions (§§ 377, 381 of the German Commercial Code (HGB)) shall apply to the duty of a businessperson to inspect and give notice of defects, subject to the following proviso:

The Customer's duty to inspect shall be limited to defects that are clearly detectable during the incoming goods inspection by the Customer by external appraisal including review of the delivery documents, as well as during the Customer's quality control by random sampling (e.g. transport damage, incorrect and short delivery). If and insofar as acceptance has been agreed, there is no obligation to inspect. Incidentally, the extent of the obligation depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. In all cases, the Customer's complaint (notification of defects) shall be deemed to be immediate and timely if received by the Contractor within 14 calendar days.

§ 10 Transfer of Risk

1. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon handover at the place of performance. In the case of delivery with installation or assembly, and/or any other performance-related services to be rendered, this risk shall pass to the Customer upon successful acceptance. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance, respectively. Goods not delivered to the specified delivery point shall be returned at the Contractor's expense.

2. The Contractor shall indicate the Customer's exact order No and position on all shipping documents and delivery bills. Otherwise, the Customer shall not be responsible for delays in processing.

§ 11 Subsequent Changes

1. The Contractor shall inform the Customer immediately of any changes and/or extensions to the scope of delivery or services that may be found necessary during execution. The Customer may request changes to the delivery item even after conclusion of the contract, if and insofar as this is reasonable for the Contractor. Changes and / or extensions to the scope of delivery or services require the prior written consent of the Customer.

2. The Contractor shall review change requests within 10 working days for their possible consequences, in particular the impact on the technical execution, the costs and the schedule, and shall inform the Customer of the result of the review in writing without delay. If the Customer decides to implement the changes, the parties hereto shall amend the contract accordingly.

§ 12 Warranty Claims

1. The statutory provisions shall apply to the rights of the Customer in the event of material defects and defects of title in the goods as well as in the event of other breaches of duty by the Contractor, unless otherwise specified below.

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

3. In accordance with the statutory provisions, the Contractor shall be held liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to the Customer. In any case, those product descriptions which – in particular by designation or reference in the Customer's order – are part of the subject-matter of the respective contract or have been included into the contract in the same way as the present General Terms and Conditions of Purchase have, shall be deemed to be an agreement on quality. Here it makes no difference whether the product description originates from the Customer or the Contractor.

4. By way of derogation from § 442 (1) 2 of the German Civil Code (BGB), the Customer is entitled to unrestricted claims for defects even if due to gross negligence the defect remained unknown at the time the contract was concluded.

5. Acceptance of the goods as well as the processing, payment, and reordering of goods not yet identified as defective and reported by the Customer shall not constitute approval of the delivery nor any waiver of claims for defects.

6. The costs incurred by the Contractor for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the Contractor even if it ultimately turns out that there was in fact no defect. The Customer's liability for damages in the event of an unjustified request for elimination of defects shall remain unaffected; however, the Customer shall be held liable in this respect only if the Customer understood or was grossly negligent in failing to understand that there was no defect.

7. The Customer is entitled, at its sole discretion, to demand subsequent performance by rectification, replacement delivery, or new production, in accordance with the statutory provisions. The Contractor shall reimburse the Customer for any damage

incurred, as well as for the entire costs and expenses of subsequent performance and costs of troubleshooting, retrofitting costs, removal and installation costs, as well as transport, travel, labor and material costs. If subsequent performance has not taken place within a reasonable period of time or has failed, or if the setting of a deadline was dispensable, the Customer may withdraw from the contract or reduce the remuneration owed under the contract and demand compensation or reimbursement of wasted expenditure in accordance with the statutory provisions. The Contractor shall bear the costs and risk of returning defective deliveries/services. If the Customer is entitled to warranty claims that exceed the statutory rights in the event of defects, these shall remain unaffected.

8. If the Contractor fails to meet its obligation to provide subsequent performance within the reasonable period set by the Customer without a right to refuse subsequent performance, the Customer furthermore has the right to carry out the necessary measures by itself, or have them carried out by a third party, at the expense and risk of the Contractor. If, due to particular urgency (e.g. in order to avoid interruption of production) and/or otherwise unreasonably high damage to be expected in relation to the warranty obligation, it is no longer possible to inform the Contractor of the defect and the impending damage and to set it a deadline, albeit a short one, for rectification of the defect, the Customer is entitled to carry out this measure immediately and without prior consultation with the Contractor.

9. Claims for defects – irrespective of the legal grounds for the same – lapse after 36 months. The limitation period begins with the transfer of risk, i.e. with delivery or acceptance, if and insofar as services are owed under a contract for work and services. Longer statutory or contractual limitation periods shall remain unaffected by this.

10. Upon receipt of the Customer's written notification of defects by the Contractor, the limitation period for warranty claims shall be suspended until the Contractor rejects the claims or declares the defect remedied or refuses to continue negotiations on the asserted claims. In the event of replacement delivery and rectification of defects, the warranty period shall begin anew for any replaced and repaired parts, unless the Customer had to assume from the Contractor's conduct that the Contractor did not consider itself obliged to take the measure, but carried out the replacement delivery or rectification of defects merely as a gesture of goodwill or for similar reasons.

§ 13 Product Liability / Liability Insurance Coverage

1. If and insofar as the Contractor is responsible for product damage, it shall indemnify the Customer against third-party claims for damages upon first request if and insofar as the cause lies within its sphere of control and organization and it is liable, by itself, in relation to third parties. If the Customer is obliged to carry out a recall campaign

towards any third parties due to a defect in a product supplied by the Contractor, the Contractor shall bear all the costs associated with the recall campaign.

2. The Contractor undertakes to maintain liability insurance with a cover of at least € 3 million per case of personal injury / property damage / financial loss, which insurance must also cover claims under the Product Liability Act. Where the Customer is entitled to further claims for damages, they remain unaffected. The Contractor shall provide the Customer with a copy of the valid insurance policy upon request.

§ 14 Industrial Property Rights

1. The delivery and its utilization by the Customer must not infringe any third-party property rights in EU countries or other countries. The Contractor shall be informed of any claims asserted by third parties, and the further procedure with regard to a judicial or extrajudicial dispute with the third parties shall be coordinated with the Contractor.

2. In the event of a culpable infringement of any third-party property rights, the Contractor shall, at its own expense, defend against third-party claims asserted against the Customer by third parties for infringement of property rights due to the Contractor's deliveries and services. The Contractor shall indemnify the Customer against all claims arising from the use of such property rights, if and insofar as the Contractor is responsible for them.

3. If exploitation of the delivery by the Customer is impaired by existing property rights of third parties, the Contractor shall, at its own expense, either obtain the corresponding approval or modify or exchange the affected parts of the delivery such that exploitation of the delivery no longer conflicts with the property rights of third parties and at the same time complies with the contractual provisions.

4. Further legal claims of the Customer due to defects of title of the goods delivered to it remain unaffected thereby.

§ 15 Force Majeure

1. If and insofar as the Customer is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the goods, the Customer shall be released from its obligation to perform for the duration of the hindrance and a reasonable restart period, without being obliged to pay compensation to the Contractor. The same applies if and insofar as the Customer's fulfillment of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances outside the Customer's responsibility, in particular labor disputes, official measures, energy shortages, or material operational disruptions.

The Customer is entitled to withdraw from the contract in whole or in part if such an obstacle persists for more than four months and, delay caused by

the obstacle, the Customer is no longer interested in fulfillment of the contract.

At the Contractor's request, the Customer shall declare after expiry of the deadline whether it will exercise its right of withdrawal or accept the goods within a reasonable period of time.

§ 16 Spare Parts

The Contractor shall supply spare parts for the period of expected technical use, but for at least 10 years after delivery on reasonable terms. If the Contractor discontinues production of the spare parts, it shall inform the Customer accordingly and give it the opportunity to place a final order.

§ 17 Compliance with Applicable Law

1. In the context of the contractual relationship, the Contractor shall comply with the respectively relevant statutory provisions. This applies in particular to anti-corruption and money laundering laws, as well as to antitrust, labor and environmental protection regulations.

2. The Contractor shall comply with all laws and regulations with regard to decent and healthy working conditions, in particular those stipulated by the German Supply Chain Duties Act (Lieferkettensorgfaltspflichtengesetz, LkSG), when providing its services under this contract. It guarantees to the Customer that it will fulfill the human-rights-related and environmental obligations arising from these regulations within its own company, and that it will oblige its direct suppliers to comply with these standards and to address this legal requirement appropriately along the rest of the supply chain. In order to comply with and enforce these contractual obligations, the Contractor shall train and educate its employees. The Contractor shall grant the Customer a right of inspection in its company to enable it to verify compliance with these supply chain obligations and thus fulfill its statutory control obligations.

3. The Contractor shall ensure that the products supplied by it comply with all the relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, it must demonstrate conformity to the Customer by submitting suitable documents.

4. The Contractor shall make every reasonable effort to ensure that its subcontractors comply with the obligations incumbent on the Contractor under the present § 17.

§ 18 Place of Performance, Place of Jurisdiction, and Applicable Law

1. All agreements, including additions and amendments to contracts made between the parties hereto, shall be made in text form as defined in § 126b of the German Civil Code (BGB).
2. As a matter of principle, the business language between the business partners is German; deviations require the written consent of the Customer.
3. The place of performance is Bonn, unless otherwise stated in the order.
4. The exclusive place of jurisdiction for all disputes arising from this contract is, if and insofar as permitted, the court of competent jurisdiction for the Customer's place of business, Bonn. The Customer may alternatively sue the Contractor at the place of jurisdiction of its registered office.
5. The laws of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
6. Should any provisions of these contractual terms and conditions or contractual clauses be or become invalid in whole or in part, or should this contract contain loopholes, this shall not affect the validity of the remaining provisions and clauses of the same. The parties hereto undertake to replace the ineffective clause with another clause that comes as close as possible to the economic purpose of the ineffective or missing provision, corresponds to the interests of the contracting parties, and is effective.

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