

Content

§ 1 General	2
§ 2 Offer, Offer Documents.....	2
§ 3 Order Volume, Released Quantity	2
§ 4 Prices, Payment Terms	3
§ 5 Partial Deliveries, Delivery Time, Scope of Delivery	3
§ 6 Place of Performance, Passing of Risk, Default in Acceptance.....	4
§ 7 Proofs, Export Restrictions	4
§ 8 Inspection of Defects, Liability for Defects	4
§ 9 Safety Instructions, Hazardous Substances.....	5
§ 9 Packaging, Marking	5
§ 11 Quality	5
§ 12 Resupply, Means of Production, Tools	6
§ 13 Liability of the Supplier.....	6
§ 14 Provision, Retention of Title	6
§ 15 Impediments to Performance, Defects on Subcontracted Parts	7
§ 16 Emergency Manufacturing Right.....	7
§ 17 Product Liability, Right of Indemnity, Liability Insurance Protection.....	7
§ 18 Property Rights.....	7
§ 19 Payment of Security, Assignment	8
§ 20 Transfer of contract, Change of Company’s Name.....	8
§ 21 Audit.....	8
§ 22 Force Majeure	8
§ 23 Frame Agreements, Application to Suppliers Services	8
§ 24 Data Protection, Non-Disclosure, Confidentiality.....	9
§ 25 Compliance with Law, Rules and Legal Regulations.....	10
§ 26 Respect for Human Rights.....	10
§ 27 Antitrust and Competition Law Compliance	10
§ 28 Anti - Corruption	10
§ 29 Contractual Law, Applicable Law, Place of Jurisdiction, Place of Performance.....	10

§ 1 General

1. These terms and conditions of purchase shall apply for the purchase of goods and products and material subject to the contract concluded between GOTEC Plastics-GmbH, headquartered in Wülfrath, Germany, represented by the managing director Lars Gorschlüter, registered at Wuppertal, local court with the number HRB 13292, respectively all associated companies of the GOTEC-Group, and the Supplier.
2. Our terms and conditions of purchase shall apply exclusively; conflicting or deviating terms and conditions of the Supplier will not be accepted, unless we have expressly approved of their validity in written form. Our terms and conditions of purchase shall also apply in case we accept the delivery of the Supplier without reservation in spite of being aware of the Supplier's conflicting or deviating terms and conditions.
3. These terms and conditions of purchase are available and downloadable at any time on our homepage www.gotec-plastics.com in the latest version. Please print these terms and conditions of purchase for your documents and read them carefully.
4. Our terms and conditions of purchase apply only subsidiary to General agreements, which are closed between GOTEC and the Supplier. This applies particularly to quality assurance agreements. Especially the BARSF 13-01 standard for surface finish, BARSF 13-02 standard for surface treatment and BARSF 13-03 standard for logistic shall apply.
5. With general labels such as „us“ or „we“, GOTEC or its associated companies are meant in these general terms and conditions of purchase, depending with which company the Supplier concludes a contract with.
6. Our terms and conditions of purchase shall only apply towards companies in accordance to § 310 IV BGB, § 14 BGB (German Civil Code), public law entities and separate fund under public law.

§ 2 Offer, Offer Documents

1. GOTEC shall be bound by its offers for two weeks in each case after receipt.
2. Deliveries without an order in textual form will not be accepted by GOTEC.
3. GOTEC reserves the property and copyright titles in all illustrations, drawings, calculations and other documents and information that GOTEC encloses to his offer. The Supplier must not disclose them to third parties without GOTEC's explicit consent in textual form. The Supplier may use them only for production according to the order of GOTEC. After completion of the order, the Supplier has to return all such documents to GOTEC without having to be reminded, without delay and at Supplier's costs. The Supplier has to keep all such documents secret from third parties. The documents shall not be reproduced or copied in any kind. The documents have to be treated and stored with care.
4. Models, stencils, templates, samples, tools and other manufacturing equipment and confidential information which are made available for the Supplier by GOTEC or which are fully paid by the Supplier, may only be carried out to third persons with our prior consent in textual form.
5. Subcontractors are to be obliged according to the contract.

§ 3 Order Volume, Released Quantity

1. Unless specifically stated otherwise case-by-case, the released quantities base on turnover figures and estimations of GOTEC at the point of placing the order and can vary in the future depending on the economic environment. In this case, the scheduled amounts are only intended quantities for there is no warranty of final acceptance.
2. In cases of no released quantities, this fact will be specifically marked in the delivery schedule.
3. The listed demands in delivery forecasts and dispositions of GOTEC of the first three (3) months are binding obligations. The add-on three (3) months functions as a purchase release of primary material for the Supplier. The weeks and/ or months extending beyond that time act as a help of disposition without a binding claim of acceptance on part of the Supplier.
4. The Supplier will have the necessary capacities available respectively to the delivery forecasts above and he is going to make the necessary investments, as appropriate, to guarantee to cover the whole demand of GOTEC for the time of at least three (3) months. The parties may agree something different individually. If the Supplier does not hold the capacity, he must inform GOTEC by the time of order.
5. If order situation requires it, GOTEC reserves the right to stretch the obligations to take delivery out of delivery forecasts- and disposition to different point of time 9 months in the future as a maximum.

6. In case of termination of the contract by the Supplier all obligations to take deliveries are cancelled for GOTEC for the rationed quantities and accepted primary material beyond the time of the ending of the contract.

§ 4 Prices, Payment Terms

1. The offer price is binding. Unless agreed otherwise, the price shall include delivery free domicile, freight, packaging and the statutory VAT.
2. Price changes will be valid with the change of the delivery schedule or with the newly made follow-on contract, whereas already scaled demands and orders at the point of price change will be delivered on the old conditions.
3. If a price is agreed "ex works" or "ex storage", GOTEC only bears the freight costs that GOTEC agreed to. The Supplier shall bear all costs up to the point of delivery to the carrier.
4. The agreement on the place of performance shall not be affected by the nature of pricing.
5. Unless otherwise agreed in writing, GOTEC will pay the purchase price with 2% discount within fifteen (15) days of contractually delivery and receipt of invoice or net within thirty (30) days of receipt of invoice.
6. In case of defective delivery or partial delivery, GOTEC shall be entitled to withhold the payment proportionately to the value until the contract has been duly performed. To the extent that payments have already been made for defective deliveries, GOTEC is entitled to withhold other due payments up to the amount of the payments made.
7. Offsetting and retention rights are entitled to us to the statutory extent.
8. GOTEC is obligated for execution of the service only after the Supplier has done his due counterpart of the contract.

§ 5 Partial Deliveries, Delivery Time, Scope of Delivery

1. Partial deliveries are never permitted unless GOTEC has expressly approved them.
2. GOTEC reserves the right to return over-deliveries at the expense of the Supplier.
3. The delivery time stated in the order of GOTEC is binding.
4. As soon as the supplier becomes aware of difficulties with regard to production-problems or keeping of appointments and delivery time, the supplier must inform GOTEC without delay. The supplier has to inform GOTEC as well if he wants to deliver earlier than the delivery time stated in the order.
5. In the event of a delay in delivery, we shall be entitled to demand lump-sum delay damages of 1% of the net price per completed week, but not more than 10% of the net price of the delayed delivered products; further legal claims (resignation and damages instead of performance) are reserved. The supplier has the right to prove to us that as a result of the delay, no or significantly lower damage has occurred. If agreed delivery dates are not kept, GOTEC has a claim to repayment of all additional costs which arise GOTEC as the result of the delay.
6. If agreed delivery dates are not kept, GOTEC shall be entitled to reimbursement of all additional cost arising as the result of the delay.
7. The unconditional acceptance of the delayed delivery or service does not imply a waiver of any claim for compensation due to GOTEC because of the delay of the supply or service.
8. If the packing remains the property of the Supplier, the Supplier shall take it back at his own cost.
9. The Supplier has to care about the shipping interests of GOTEC. GOTEC is not obliged to process deliveries of any kind before the delivery documents have arrived.
10. The Supplier has to notify GOTEC in text form (fax or email is sufficient) of any storage or transportation risk and/ or specific storage or transportation conditions prior to delivery in order to avoid any damage.
11. If an express delivery is made upon GOTEC's request, the Supplier has to inform GOTEC about the additional costs in advance. The Supplier has to carry the additional costs for the express delivery if there is no prior agreement between GOTEC and the Supplier.
12. If the Supplier fails to deliver the products on time, GOTEC may demand that the Supplier gives GOTEC all the relevant documents, images and information, without delay and free of charge, that the Supplier required for the service, for the reason that GOTEC can use these documents to achieve successful contract execution themselves or by subcontractors or third party manufacturers. If

necessary, the Supplier has to give all the information to GOTEC that GOTEC needs to achieve successful contract execution.

§ 6 Place of Performance, Passing of Risk, Default in Acceptance

1. The place of performance is the place of business of the contracting GOTEC Company; in case of doubt it is Wuelfrath, Germany. The delivery is a debt to be discharged at GOTEC's place of business insofar as the contracting parties agreed otherwise.
2. The risk of accidental loss and accidental deterioration of the products passes to GOTEC upon the hand-over of the products at the place of performance. If acceptance of the products is agreed upon, the risk passes upon their acceptance. In other respects, the statutory provisions under the law on contracts for work and services also apply to the acceptance of products.
3. GOTEC's default of acceptance is subject to statutory provisions. The Supplier has to expressly offer GOTEC his performance if a certain or definable calendar period has been agreed upon for any act or cooperation by GOTEC (e.g. provision of material). If the contract refers to the manufacture of a specific item (custom-made item), the Supplier shall be entitled to further rights only if GOTEC has undertaken to cooperate and if GOTEC is responsible for the failure to do so.

§ 7 Proofs, Export Restrictions

1. Proofs of origin requested by GOTEC will be provided by the Supplier with all the necessary information and made available properly signed without delay. This applies correspondingly to proofs under value added tax law and customs documents in the case of foreign and intra-Community supplies.
2. In case of non-observance of this obligation, the Supplier shall be liable for any further damage resulting from this non-observance. This includes additional demands of import duties, fines and anything like that.
3. The Supplier will inform GOTEC without delay if a delivery is wholly or partly subject to export restrictions according to German or other law.

§ 8 Inspection of Defects, Liability for Defects

1. At the time of passing of risk, all performances and products provided by the Supplier must meet the quality characteristics specified in the order of GOTEC, must be suitable for the period of use usual for such operations without any restrictions and must fulfil the contractual purpose or, if such purpose is not defined, be suitable for the ordinary application.
2. The statutory provisions of §§ 377, 381 HGB shall apply to the duty to inspect and to give notice of defects with the following proviso: We are obliged to inspect the goods for any quality and quantity deviations within a reasonable period of time; For this purpose, the products will be exposed to defects that become evident during our inspection of incoming goods, including external inspection, including the delivery note. Transport damage or incorrect / reduced / excess deliveries, immediately reported. Samples for defect control are reserved for our choice. The complaint is timely, provided that it is sent to the supplier within a period of 3 working days, calculated from the receipt of the goods, or in the case of hidden defects as of discovery. The timely dispatch of the ad is sufficient.
3. We expressly point out to the supplier that he must clarify the above provisions with regard to our inspection and complaint obligations with his liability insurance, so that this regulation is covered by the insurance cover. If the insurance cover of the supplier is omitted, we are not liable for any resulting damage.
4. GOTEC shall be entitled to all claims due to defects permitted by law; GOTEC shall in any case be entitled to demand of the Supplier remedy of defects or delivery of replacement goods or a new performance free of defects at GOTEC's discretion. GOTEC expressly reserves the right to claim damages, in particular damages in lieu of performance, to the full extent and for every level of default in accordance with the statutory provisions.
5. In case of imminent danger or particular urgency, GOTEC shall be entitled to remedy the defect themselves at the expense of the Supplier.
6. The period of limitation for liability of defects shall be 3 years. It begins with passing of risk, as far as the mandatory provision of §§ 445b, 478 II BGB does not intervene.
7. If GOTEC is held responsible with regard to the nature and quality of the Supplier's products manufactured by the delivery item due to statutory- and safety provisions according to the principles of product that is associated with the product or the service of the Supplier, GOTEC shall be entitled to

claim damages from the Supplier to the extent that its delivered products or performance contributed to the damage.

8. In case of an entitled notice of defect the Supplier shall be obligated to carry the costs of the separation of defective and non-defective parts (costs of sorting).
9. The remaining mandatory provisions of the delivery recourse remain unaffected.

§ 9 Safety Instructions, Hazardous Substances

1. The Supplier shall take account of the acknowledged rules of technology at the time of delivery.
2. The products have to consider to the above mentioned rules and regulations (esp. DIN, VDE, VDI, DVGW) on the date of delivery, especially to the hardware protection law, the conservation and the accident prevention regulations. If the Supplier supplies material which is dangerous according to the dangerous material regulations or if the Supplier supplies products, whose use does not rule out the release of such material, the Supplier is obliged the EEC safety data sheet available before the delivery without being asked.
3. Should any damage arise to GOTEC as a result of the Supplier not comply with the safety instructions, the Supplier will be liable for the damage in terms of § 8 in this agreement.
4. GOTEC has to be informed of the use of restricted, toxic and/ or dangerous substances before serial supply starts and GOTEC has to give a written authorization.
5. By using the authorized environmentally or personal hazardous substances the Supplier has to act within the existing statutory environmental requirements.
6. The written authorization shall not constitute a waiver of claims for damages or even a liability towards third persons or the Supplier.

§ 9 Packaging, Marking

1. All dispatch notes, way-bills, delivery notes, invoices and all correspondence shall always include the order number, the delivery-perspective number, the valid drawing number and the valid part list- or subscription index as well as the barcode. The barcode marking has to suitable to the current VDA standard.
2. The Supplier has to comply with the agreed packaging rules. If products are delivered which do not meet the essential requirements, GOTEC is entitled to reject the delivery, to return the delivery on the Supplier's costs or to charge for additional costs of repacking and/or sorting.
3. In case of using the agreed reusable packaging the Supplier has to ensure that there is always sufficiency of the packing containers in regard of the current delivery forecast.

§ 11 Quality

1. The Supplier shall continually monitor the quality of the delivery items. The contractual partners will inform one another about the possibilities of quality improvement.
2. Concerning the parts especially marked in the technical documentation or designated by separate agreement, the Supplier is required to keep special records as to when, in what manner and by whom the supplied goods have been tested with regard to the characteristics required to be recorded and which results were achieved by the quality tests so required. The test documents shall be stored for ten years after performance of the quality test and presented to GOTE upon request. Within the limits of the legally permissible, the Supplier must apply the same obligations to all upstream Suppliers.
3. All changes in process, raw materials or manufacturing sites need a release of GOTEC in textual form before first usage.
4. Innovations (product development), changes in products or process are subjected to a formal initial sampling process. This process is known by the Supplier and is named in the initial order of tools and/ or samples and which took the basis of the initial sampling.
5. On demand of GOTEC the process-accompanying control-documentation has to be enclosed to the shipping documents. If those documents are missing despite the request of GOTEC, this is a defect on which the regulations of § 8 apply.
6. Before serial delivery starts, the Supplier has to send a sufficient quantity of initial samples (parts created from series tools and under series condition) together with the complete filled in initial sample test report formulary, including the IMDS record. If required, the Supplier gets a separate initial sample order by GOTEC.

7. The initial sampling delivery has to be marked obviously. The creation of the initial sampling test report has to be free of charge for GOTEC.
8. With the acceptance of the initial sampling delivery, documented within a test report which reaches GOTEC immediately, the serial delivery gets released. The release does not constitute an acceptance of liability by GOTEC. The Supplier remains liable for any defects within the serial delivery.
9. Principally for each piece a FMEA has to be drawn up. The FMEA has to be shown on request of GOTEC.
10. The Supplier has to promptly notify GOTEC if he is not able to meet the required quality specifications
11. Any expenses incurred by GOTEC due to possible quality defects and /or directly or indirectly related to a defective quality of the product must be beard by the Supplier.
12. Any change in the products to be supplied by the Supplier as regards the specifications, ingredients, compilation, design, function, safety, cleanliness, reliability, life expectancy, manufacturing base and manufacturer and/or subcontractor must be approved by GOTEC.

§ 12 Resupply, Means of Production, Tools

1. The Supplier guarantees the ability to supply the respective product for a period of 15 years, beginning at first order of GOTEC.
2. The Supplier is obligated to store the tools and appliances that are needed for the production even after lease expiration of the series production ready-to-use for a safe short-dated delivery to GOTEC.
3. The costs for maintenance, service and insurance of the tools are placed to the debit of the Supplier.
4. If the Supplier plans the scrapping or destruction of the tools, he is liable to inform GOTEC at least three (3) weeks in advance. The Supplier has to give GOTEC the chance to take back the tools.
5. If GOTEC acquires ownership of the required tools, a separate tool rental contract will be concluded between GOTEC and the Supplier.
6. On GOTEC's request, the Supplier has to allocate a Price Breakdown (PBD) for the required production facilities.
7. In case the assets of the Supplier have been subjected to insolvency proceedings, the Supplier returns the proportionally paid or fully paid tools and appliances to GOTEC that are necessary for the construction of the contractual products.
8. As far as GOTEC is entitled to a (partly) selection according to number 1 to 7 of this clause, only proportionally paid tools have to be paid by GOTEC at a height of the difference in value compared to the asset value shown in the balance sheet minus necessary reconditioning costs. Reconditioning costs are all necessary maintenance and improvement works on the tools and appliances for producing a proper product on equivalent machines.

§ 13 Liability of the Supplier

1. The Supplier shall be liable for all damages caused by himself or his vicarious agents to the full extent and for every level of default in accordance with the statutory provisions.
2. The risk for damage during transportation lies with the Supplier.
3. For measures of GOTEC to prevent sue and labor (e.g. callback) the Supplier shall be liable to the extent he is legally undertaking.

§ 14 Provision, Retention of Title

1. If we provide parts, components or materials to the Supplier, we reserve title thereto. Further processing or transformation is made by the Supplier for us. We shall acquire ownership of the product in accordance with the statutory provisions.
2. If our supplied goods get processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of our good (purchase price plus VAT) to the other processed objects at the time of processing.
3. If our supplied goods get inseparably mingled or blended with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (purchase price plus VAT) to the other mingled or blended items at the time of the mingling/ blending. Is blending done in a way that the item of the Supplier is to be seen as the main item, the parties agree that the Supplier

transfers a proportional co-ownership to us; the Supplier shall keep the sole ownership or co-ownership safe for us.

4. Reservations of title of the Supplier shall only apply in direct relation to our payment obligation for each product the Supplier reserves the title. The agreement of an expanded or extended reservation of title by the Supplier is herewith rejected.
5. GOTEC reserves ownership of the tools; the Supplier is obliged to use the tools solely for the manufacture of the goods ordered by GOTEC. The Supplier is obliged to insure GOTEC's tools at replacement value at his own expense against fire, water and theft. At the same time the Supplier assigns all compensation claims arising from this insurance to GOTEC; GOTEC does accept the assignment. The Supplier is obliged to perform the required maintenance and inspection work in regard to GOTEC's tools, as well as servicing and corrective maintenance just in time at his own expense. He has to inform GOTEC immediately in cases of incidents; if he fails to do so, GOTEC's claims for damages remain unaffected.
6. As far as in accordance with the above mentioned section one (1) to section three (3) our securing rights exceed the purchase price of all not yet paid goods by more than 10%, we are, on the Suppliers request, obliged to release security rights at our discretion.

§ 15 Impediments to Performance, Defects on Subcontracted Parts

1. As soon as the Supplier becomes aware of difficulties with regard to the contract compliance, the Supplier must inform us without delay in textual form, stating the reasons and the expected duration of the delay.
2. In case a defect or a damage is suspected in connection with subcontracted parts included in the service which is subject-matter of the contract the Supplier shall be obliged to provide GOTEC information about the subcontractor or the intermediate dealer upon request and to provide any details and information required for asserting claims against the latter.

§ 16 Emergency Manufacturing Right

1. In case the Supplier is unable to deliver GOTEC with contractual products or in case GOTEC takes its right to terminate the contract for good cause, the Supplier will grant an emergency manufacturing right to GOTEC or an named third person of GOTEC for the contractual products and the Supplier will in these cases provide the tools and appliances and the specific know-how including the licenses on trade mark rights for the production free of charge.
2. The Supplier gets the opportunity to change the manufacturing site only after the written authorization of GOTEC.

§ 17 Product Liability, Right of Indemnity, Liability Insurance Protection

1. To the extent the Supplier is responsible for damage caused by a product, he shall insofar be obligated to indemnify GOTEC upon first request against any claims for damages by third parties, if the cause lies within the Supplier's sphere of control and organization or he is himself liable in relation to third parties.
2. Under the liability pursuant to sub-clause (1) the Supplier shall also be obligated to reimburse any expenses resulting from or in connection with any recall action carried out by GOTEC in accordance with Sections 683, 670 German Civil Code or in accordance with Sections 830, 840, 426 German Civil Code. GOTEC shall notify the Supplier of the content and scope of the recall measures to be implemented - if possible and feasible - and give it an opportunity to express an opinion on the matter.
3. The supplier commits himself to enter into lump sum product liability insurance with an insured sum of 10 million Euro for any personal/ material damage during the term of this contract, that means until the respective expiry of the defect limitation period; In addition, the supplier has to take out a recall cost insurance in a reasonable amount, but at least in the amount of € 5 million. If further claims for damages remain, these remain unaffected. The insurance must be provided to us in writing upon request.

§ 18 Property Rights

1. The supplier warrants that no rights of third parties are infringed in connection with its products and delivery.
2. If and when a third party asserts a claim against GOTEC owing to such an infringement, the Supplier shall be obligated upon first written request to indemnify and hold us harmless from and against any such claims;

3. The Supplier's indemnification obligation shall extend to any and all expenditures which we necessarily incur with respect or in relation to the assertion of the claim by a third party.

§ 19 Payment of Security, Assignment

1. If GOTEC does make any deposits on the order, GOTEC shall be entitled to demand a chattel mortgage of the suitable materials, especially of the ordered objects that are in production, at any time.
2. The Supplier shall not be permitted to cede his claims against GOTEC resulting from this business relationship partly or wholly without first having obtained GOTEC's prior written consent; GOTEC does not decline consent without important reasons.

§ 20 Transfer of contract, Change of Company's Name

1. The Supplier shall not be permitted to transfer the performance of certain contractual duties in whole or partly to third parties without our prior written consent. If this approval is granted the Supplier remains responsible to us as a co-debtor.
2. The Supplier shall inform GOTEC of any passing of contract by virtue of law and of any change in his company.

§ 21 Audit

1. The Supplier shall make it possible for GOTEC (itself, together with our customers or throughout legitimated third parties) at reasonable intervals to satisfy GOTEC that the Supplier has carried out appropriate quality control measures within the business.
2. The audit may be performed as a system, process or product audit.
3. To this end the Supplier shall grant GOTEC access to his business premises after prior agreement of a date and time on a reasonable scale and make available a professionally qualified member of his staff to provide GOTEC with assistance.
4. GOTEC reserves the right to monitor sub-Suppliers as well. The Supplier is obliged to make it possible to review the subcontractor by entering an agreement to this effect with the subcontractor.

§ 22 Force Majeure

1. If any party is prevented from performance the contractual obligations because of the event of force majeure, this will not be counted as a contractual violation and the delivery dates shall immediately be extended for the duration of the force majeure.
2. As cases of force majeure shall be deemed all conditions which are independent of the will and influence of the parties, in particular, but without being limited to them, natural disasters, government measures, decisions on the part of the authorities, blockades, war and other military conflicts, mobilization, civil unrest, terror attacks, strikes, lockouts (as well at subcontractors) and other industrial unrest, confiscation, embargoes and other unforeseeable, serious conditions which are not the fault of the parties and which arise after the making of any agreement.
3. The contractual parties shall be relieved of liability for partial or full nonfulfillment of their obligations provided that the Supplier and GOTEC prove that said non-fulfillment was prevented by circumstances beyond the control of the Supplier and GOTEC and arose upon the signing of any contract.
4. The parties will do everything they can, in case it is necessary and reasonable, to minimize the extent of the consequences, caused by force majeure.
5. The party affected by force majeure circumstances or facing circumstances beyond its control shall immediately notify the other party of the occurrence, type and anticipated duration of said circumstances.
6. Should force majeure circumstances or circumstances beyond the control of the parties continue for more than two months, the Supplier and GOTEC shall agree upon further execution of any contract. If at that the Supplier and GOTEC fail to reach a mutual agreement the party that was not affected by said circumstances shall have the right to terminate the contract without applying to the arbitration court.

§ 23 Frame Agreements, Application to Suppliers Services

1. Framework agreements will be closed additionally with specific Suppliers individually and in writing.
2. Framework agreements apply prior to these general terms and conditions of purchase as well as prior to the Supplier's general terms and conditions of sale.

3. Any and all provisions of these General Terms and Conditions correspondingly apply to the provision of services by the Supplier or external service contractors to the extent they are applicable to them and no special provisions are agreed upon.

§ 24 Data Protection, Non-Disclosure, Confidentiality

1. Any data accruing in connection with the contractual relationship shall be processed in files and exchanged between companies of the GOTEC GROUP.
2. Any use of GOTEC's requests, orders or company for advertising purposes is permitted. GOTEC reserves the right for permission in certain cases.
3. The Supplier commits himself to treat all details which are not obvious, commercial and technical and which become known to him through the business relationship, as commercial secrets. The Supplier is obliged to keep all received illustrations, drawings, calculations and other documents and information strictly confidential. They may be disclosed to third parties only with our express approval. The confidentiality obligation applies even after execution of this agreement; the obligation expires if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents has become generally known.
4. The obligation to keep the exchanged information secret does not apply if and to the extent that the respective party has been released from this obligation by express and written approval of the other party; or if the information was already known to the other party before the disclosure of the information by GOTEC or the Supplier and the other party was notified thereof without undue delay; or if the information is or becomes public knowledge by way of publication or otherwise; or if the information is disclosed to GOTEC or the Supplier other than directly or indirectly by the other party; or if the information is disclosed to authorities due to applicable provisions.
5. The contractual parties mutually undertake to keep secret the contents of the business transaction and the respective order as well as any and all information and documents (including but not limited to illustrations, plans, drawings, calculations, standing operating procedures and product specifications) submitted to the other party for this purpose. Both parties may use such documents exclusively for purpose of the contractual performance/delivery and the receiving party has to return or destroy them after the termination of the contractual relationship at the other party's request within a reasonable period of time at the other party's expense if in compliance with statutory provisions on the preservation of records. In case of documents that cannot be handed over and that contain confidential information, such as hard disks or the like, the receiving party has to delete or otherwise destroy the respective documents. At the other party's request, the receiving party will promptly notify the other party of the return, deletion and/or destruction of any and all documents and papers in accordance with the above obligation, unless it is legally required to store them. In storages within the scope of data backup, the purpose is to be noted.
6. The Supplier further commits himself to strictly keep secret the know-how acquired by the parties' business relationship. This obligation expires five (5) years after the termination of the contractual relationship. The Supplier is not entitled to use or otherwise exploit GOTECs know-how disclosed within the scope of the order and the contractual relationship during or after the termination thereof.
7. The Supplier is not entitled to refer to the contractual relationship with GOTEC in advertising material, brochures, etc. or to display products manufactured for GOTEC without our prior written approval.
8. Confidential information may be handed over only to employees of the Supplier that have signed a non-disclosure agreement or to third parties who are subjected to professional secrecy obligations. The signed non-disclosure agreements must be presented at our request. The Supplier will take all necessary measures to ensure that all persons, to whom confidential information is communicated or made available, proceed with this information in the same way, as the Supplier is obliged to in accordance with these terms and conditions.
9. The Supplier will correspondingly advise and oblige his subcontractors and in accordance with this section above.
10. The Supplier acknowledges that these terms and conditions neither intend nor can they be interpreted that the Supplier gets any rights or licenses to the know-how or other intellectual property rights of GOTEC. Apart from the validation of the technology, the Supplier is not entitled to utilize the know-how for his own or for third party purposes. The Supplier is not entitled to register intellectual property rights for the know-how or parts thereof. The Supplier acknowledges that the communication of information throughout GOTEC is not seen as a guarantee for the accuracy of the information, disclosure in regard to patent law, complete transfer of the right to intellectual property or a commitment of GOTEC to conclude a contract later.

§ 25 Compliance with Law, Rules and Legal Regulations

The Supplier shall comply with all applicable laws, rules and legal regulations in those countries he operates in and he shall establish and maintain a system to monitor compliance with such laws, rules and legal regulations.

§ 26 Respect for Human Rights

1. The Supplier will treat all individuals with respect and fairness and will observe basic human rights set forth, for example, in the Universal Declaration of Human Rights of the United Nations and the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy of the UN International Labor Organization (ILO).
2. This includes, but is not limited to, the prohibition of forced or child labor, and the provision of reasonable wages, social benefits, working hours, freedom of association and other fair working conditions in compliance with applicable laws.
3. The Supplier will maintain an environment with no retaliation, free of discrimination and harassment on the basis of gender, age, race, skin color, ethnicity or national origin, citizenship, religion or religious beliefs, physical or mental disability, veteran status, sexual orientation or any other characteristics protected by applicable law.

§ 27 Antitrust and Competition Law Compliance

1. The Supplier will strictly comply with all applicable antitrust laws, trade practice laws and any other laws, rules and regulations dealing for example with monopolies, unfair competition, restraints of trade and competition, and relationships with competitors and customers.
2. The Supplier will not enter into agreements with competitors and other acts, which may unfairly impact competition, including, but not limited to, price fixing or market allocations.

§ 28 Anti - Corruption

1. The Supplier will comply with applicable laws and regulations concerning anti-corruption, including those concerning foreign corrupt practices.
2. The Supplier will not engage in nor tolerate any form of corruption, bribery, theft, embezzlement, or extortion or the use of illegal payments, including without limitation, any payment or other benefit conferred on any individual, company or government official for the purpose of influencing the decision-making process whether or not in violation of applicable laws.
3. The Supplier will never offer, grant, demand or accept bribes, illegal payments, payoffs, kickbacks, incentives, gifts, entertainment, favors or other benefit of a value in exchange for business opportunities with or in any way related to the business operations of GOTEC.

§ 29 Contractual Law, Applicable Law, Place of Jurisdiction, Place of Performance

1. The contract language is German.
2. In the event of discrepancies between the English and German version of the respective clauses in these terms and conditions, the German version prevails.
3. The law of the federal republic of Germany is applicable on this contract – excluding the UN-sales rights.
4. Unless stated otherwise in the contract, the place of performance for delivery and payment shall be our place of business.
5. If the supplier is a merchant, our place of business is the place of jurisdiction; however, we are entitled to sue the supplier at his place of business.