

# GENERAL TERMS AND CONDITIONS OF PURCHASE - DE -

## 1. General information

### 1.1 Scope

These General Terms and Conditions of Purchase (hereafter "GTCP") apply in the version valid at the time of contract conclusion to all business relationships between **Müller Martini Buchbindesysteme GmbH**, Osnabrücker Straße 77, 32369 Rahden, Germany, represented by its General Manager Bernd Gosewehr, (hereafter "Customer") and you (hereafter "Contractor"), in particular, but not limited to, in connection with the purchase and delivery of movable property (hereafter "goods"), the provision of services, the creation of work products, and the delivery of software and other intangible goods.

If the Contractor utilizes opposing terms of business, they are hereby expressly contradicted. Deviating, opposing, or supplemental general terms and conditions of business of the Contractor are only included as parts of the contract if and to the extent that the Customer has expressly recognized their applicability in writing.

Individual agreements concluded with the Contractor on a case-by-case basis (including ancillary agreements, supplements, and amendments) always take precedence over these GTCP. With regard to the content of such agreements, a contract or confirmation by the Customer in writing is decisive, subject to proof to the contrary.

### 1.2 Duration of applicability

These GTCP apply in their current version also for future contracts with the same Contractor, without the need for the Customer to reference them in each individual case.

### 1.3 Definition of terms

The term "customer order" refers to the contractual relationship between the Contractor and the Customer, without regard to the respective contract type; the term "Contractor" refers to the party that owes the primary performance; and the term "Customer" refers to the party in whose name the customer order is issued, which is to receive the primary performance and make the payment. You are therefore the Contractor. Müller Martini Buchbindesysteme GmbH is the Customer.

### 1.4 Contract agreement

The contract language is German. Contractors as defined by these GTCP are exclusively business entities pursuant to Section 14 BGB (German Civil Code).

### 1.5 Subsequent amendment of the terms and conditions of purchase

The Customer is entitled to subsequently amend and supplement the GTCP with respect to existing business relationships provided that changes to legislation or case law necessitate this or if other circumstances result in a material disruption of the contractual balance of equivalence. In the case of intended amendments, the Customer shall notify the Contractor in writing (e.g. by email) at least 6 weeks prior to the time when the amendments are planned to take effect. In this notification, the Customer shall explicitly inform the Contractor of the planned amendments and offer the Contractor the opportunity to accept or decline these amendments.

In the case of significant amendments to the contractual conditions, the explicit agreement of the Contractor is required. In this case, the Customer shall specifically inform the Contractor of the need for the Contractor's explicit agreement and offer the Contractor the opportunity to provide this agreement within the specified period.

In the case of insignificant amendments, a lack of response by the Contractor shall be construed as agreement if the Contractor does not reject the amendments within the specified period. The Customer shall specially inform the Contractor of these legal consequences in the Customer's notification.

If, in the case of significant amendments, the Contractor does not convey explicit agreement within the specified period or, in the case of insignificant amendments, the Contractor rejects the amendments within the specified period, both the Customer and the Contractor are entitled to extraordinary termination of the contractual relationship insofar as the Customer does not opt to continue the contractual relationship under the previous GTCP.

## 2. Conclusion of Contract

### 2.1 Contract conclusion

The contract conclusion takes place on an individual basis by means of an offer and acceptance. If nothing to the contrary is agreed, the typical procedure here is that the Customer issues an inquiry to the Contractor and receives in return a binding offer, which can then be accepted within 2 weeks. Upon acceptance, the contract enters into existence.

Binding orders shall be transmitted by the Customer by email or EDI (electronic data interchange). Oral or telephone agreements as well as amendments and supplements shall only be valid if these are confirmed by the Customer via the forms of data transmission named above.

The Contractor is obliged to compare its production documents with the specifically existing customer order and to immediately report any discrepancies in this regard.

### 2.2 Obligation to provide notification of changes

The Contractor must notify the Customer in good time prior to changes to production processes, materials, supplier parts, or quality assurance measures for the goods to be delivered. The Customer can decline the delivery if such changes make the ordered goods unsuitable for the intended use by the Customer.

### 2.3 Right of the Customer to make changes

The Contractor can require the Contractor to make changes to the service or delivery items within reasonable limits. The Contractor must implement the changes within a reasonable period of time. Mutually reasonable provisions shall be agreed upon with respect to consequences, in particular with regard to increases or reductions in costs as well as changes to delivery dates. If no agreement is reached within a reasonable period of time, the Customer shall make a determination at its fair and reasonable discretion.

### 2.4 Binding nature of the offer

In its offer, the Contractor must adapt the quantities and character precisely to the inquiry of the Customer and must make explicit reference to any deviations.

## 3. Payment and pricing

### 3.1 Binding nature of the price

The payment agreed for the respective customer order represents a binding flat rate price. This payment encompasses all costs of the Contractor required for fulfillment of the respective customer order, including in particular, but not limited to:

- Personnel costs, including any additional costs, compensation for night work and associated rest periods;
- Material costs including small materials and auxiliaries;
- Costs for operating materials, tools, and other equipment;
- Transportation, travel and accommodation costs as well as allowances;
- Costs for transport, packaging and insurance;
- Take-back of the packaging material;
- For installation services: all required fastening materials, unless expressly agreed otherwise.

Any applicable value-added tax must be indicated separately.

### 3.2 Cost-plus work

In principle, no special payment is provided for cost-plus work; this is considered included in the agreed flat rate price, unless provisions to the contrary have been agreed in writing between the contract parties. Such work will only be paid if it was expressly requested by the Customer and confirmed in writing as work to be paid for separately.

With respect to cost-plus work to be paid separately, separate records must be kept that are accessible to both contract parties at all times. The Contractor must provide to the Customer a detailed accounting of the work, which must be confirmed by the Customer in writing.

### 3.3 Additional / reduced services

The Contractor shall not be entitled to demand a higher fee or assert subsequent claims on the basis of any surplus or shortfall in quantities or any increase or decrease in the scope of services provided.

## 4. Invoicing and terms of payment

### 4.1 Terms of payment

The agreed payment shall be due within 60 calendar days of the complete delivery and performance (including any agreed acceptance inspection) and receipt of a properly prepared invoice. For payment within 30 calendar days, the Customer shall be entitled to a 3% discount off the net amount of the invoice.

In the event of individual agreements mutually concluded between the contract parties that deviate from the above provisions, such agreements shall take precedence.

### 4.2 Proper invoicing

As prerequisites for a properly issued invoice by the Contractor, the Contractor shall provide to the Customer all available performance verifications (potentially countersigned by the Customer on original documents of the Contractor or in the form of the corresponding written confirmation) and shall itemize the issued invoice (e.g. indication of purchase order and part numbers, the order data, the part quantity, and the individual price as well as quantity per delivery) in a form that can be inspected and verified by the Customer.

In addition, each invoice shall list for each item, insofar as applicable, the preferential origin (e.g. Germany-EFTA Free Trade Agreement or other applicable free trade agreement) as well as the customs tariff number (currently applicable HS code). The Contractor also undertakes to provide legally binding long-term supplier declarations for the delivered goods to the competent purchasing department of the Customer without prompting. The Customer reserves the right to assert claims against the Contractor in the event of any incorrect declarations. In addition, items with export controls, dual-use, and hazardous materials must be correspondingly indicated.

The invoice must further contain all information required for proper input tax deduction.

### 4.3 Partial invoices

The issuing of partial invoices is only permitted if this was agreed in advance between the contract parties in writing.

### 4.4 Documents and payment period

In the event of late provision of requested documents or material certificates, the Customer reserves the right to postpone the agreed payment period accordingly.

### 4.5 Default of payment

In the case of a bank transfer, the payment shall be considered on-time if the transfer order of the Customer is received by its bank prior to the end of the payment period; the Customer is not responsible for delays due to the banks participating in the payment process.

### 4.6 Set-off and retention rights of the Customer

The Customer shall be entitled to set-off and retention rights as well as the defense of non-performance of the contract to the extent permitted by law. In particular, the Customer shall be entitled to retain due payments as long as the Customer is still entitled to claims against the Contractor due to incomplete or faulty performance.

### 4.7 Set-off and retention rights of the Contractor

The Contractor shall have a set-off or retention right only with respect to counterclaims that are undisputed or have been finally determined by a court of law.

### 4.8 Assignment of claims

The assignment of claims against the Customer to third parties shall only be effective with the Customer's approval. The Customer shall not deny this approval without cause.

### 4.9 Advance payments

In the case of advance payments, the Contractor shall be obliged to provide to the Customer as security a directly enforceable, irrevocable, and unconditional bank guarantee payable upon first demand, with waiver of the defenses of contention, set-off, and prior enforcement. The bank guarantee is mandatory for orders with a value of 100'000.- or more (in order currency) and must be issued by a reputable credit institution with registered office in the European Union, a state within the European Economic Community, USA or Switzerland and must have a guarantee total equal to the amount of advance payment demanded by the Contractor.

## **5. Delivery / service performance, default and transfer of risk**

### 5.1 Binding nature of the delivery dates

The respectively agreed delivery / service performance dates and periods (including for partial deliveries and partial service performance) shall be binding. Unavoidable postponements on the part of the Customer for which the Customer is not responsible shall not affect the remaining agreements of the respective customer order. The Customer shall strive to inform the Contractor at least 3 calendar days in advance of any postponements. The Contractor cannot derive any claims against the Customer whatsoever from such postponements.

### 5.2 Delay in delivery and obligation to notify

If the agreed delivery / performance times cannot be complied with for reasons not attributable to the Customer, the Contractor shall inform the Customer of the delay immediately (i.e. immediately after becoming aware of the delay) together with indication of a new delivery / performance date. The Customer then has the option of deciding whether to maintain or cancel the customer order.

### 5.3 Quantity deviations

The Customer must be notified of deviations in the delivery quantity prior to shipping. The Customer shall not be obligated to accept overdeliveries.

### 5.4 Transfer of risk

The transfer of risk takes place after acceptance of the delivery at the place of performance.

### 5.5 Default without dunning

If the agreed delivery / performance date is not complied with, the Contractor shall be considered in default after this date. Dunning by the Customer is not required.

### 5.6 Contractual penalty

If the Contractor is in default, the Customer reserves the right to demand a contractual penalty in the amount of 0.3% of the net order value per business day, however not to exceed in total 5% of the respective net order value. The Customer is entitled to demand the contractual penalty alongside fulfillment and any compensation for damages owed by the Contractor in accordance with statutory provisions.

### 5.7 Place of performance

The delivery shall take place within Germany "delivered duty paid" at the location specified in the purchase order. If the destination is not specified and nothing is otherwise agreed, the delivery shall be made to the registered office of the Customer. The respective destination is also the place of performance. In the event of individual agreements mutually concluded between the contract parties that deviate from the above provisions, such agreements shall take precedence.

### 5.8 Partial deliveries

Partial deliveries or partial service performance shall generally not be permitted unless explicitly approved by or reasonable for the Customer.

### 5.9 Shipping, transport, packing

#### 5.9.1 Delivery documentation

A delivery slip must be enclosed with every shipment. Delivery slips must include at least the following information:

- Order and part numbers of the Customer
- Order item, material number, part designation
- Delivery quantity and quantity unit
- Remaining delivery quantity for partial deliveries
- Delivery date and shipping date

#### 5.9.2 Goods identification

Each goods item must be clearly indicated. The delivery slip as well as the goods item must be labeled with barcodes (barcode type 128) or QR codes. The barcode contains the order number and order item number.

#### 5.9.3 Foreign shipments

For shipments sent from a foreign plant of the Contractor based on a separate agreement at the Contractor's risk, the shipping and insurance instructions must be obtained from the Customer in good time prior to shipping. The Contractor is responsible for the custom declaration.

#### 5.9.4 Sustainable transport solutions

The Contractor is obligated to comply with environmental standards to ensure that transport services are carried out in the most resource-conserving and low-emission way possible. The Customer and the Contractor shall mutually strive to optimize the transport services from an environmental perspective.

#### 5.9.5 Transport protection, packaging reduction, and use of sustainable materials

The goods must be effectively protected by the Contractor to prevent damage and corrosion during transport or any temporary storage.

In line with the German laws on environmental protection, the Contractor undertakes to reduce the use of packaging material to the minimum required for product protection and product safety and to primarily use recyclable or verifiably biologically degradable materials that are completely degraded by naturally occurring microorganisms and converted into water, carbon dioxide, and biomass. The fulfillment of this obligation may not impede the other contractual requirements. Deviations from this obligation require the prior written approval of the Customer.

#### 5.9.6 Packaging take-back

The Contractor agrees to take back the packing materials.

#### 5.9.7 Disposal obligation

The Contractor undertakes to accept the return of goods it has delivered and to dispose of them properly.

#### 5.10 Provision of services by third parties

Without the prior written permission of the Customer, the Contractor is not entitled to engage third parties (e.g. subcontractors) to provide the services owed by the Contractor. The Contractor shall bear the procurement risk for its services, unless otherwise agreed in individual cases.

#### 5.11 INCOTERMS

The agreed delivery terms shall be interpreted in accordance with the latest version of the INCOTERMS, where applicable. In the event of contradictions, the INCOTERMS shall take precedence over these GTCP.

## **6. Quality assurance, obligation to provide notice of defects, warranty, and liability**

### 6.1 Right of inspection

The Customer is entitled to inspect and monitor the production work on the premises of the Contractor. Prior to shipping the goods / order, the Contractor shall complete a quality inspection and document this inspection accordingly.

### 6.2 Specifications guarantee

The Contractor undertakes to provide all services it owes within the scope of this contract in accordance with the generally accepted principles of engineering and – if applicable – the generally accepted principles of construction in consideration of the laws, standards, technical rules, and official regulations in force in the Federal Republic of Germany at the time the respective order was issued. Unless otherwise specified within the framework of the individual order, all services must be provided in an operationally ready and fully functional condition.

### 6.3 Obligation to inspect and provide notice of defects

The Customer's obligation to inspect pursuant to Section 377 HGB (German Commercial Code) shall be limited to checking the identity of the goods, the delivered quantity, externally discernible transport damage, and obvious defects. This incoming goods inspection shall take place within 10 business days of receipt of the goods.

The obligation to provide notice of defects identified during this incoming goods inspection shall apply within 5 business days of discovery of the defect.

For defects that were not discernible during the incoming goods inspection (hidden defects), the period for providing notice of defects shall be 5 business days as of the actual discovery of the defect. Payment for the goods by the Customer shall not constitute unreserved acceptance and shall not affect the rights of the Customer in the event of subsequently discovered defects. In the case of series products and/or large delivery quantities, the Customer is obligated only to perform reasonable spot checks. If defects are discovered during such checks, the Customer is entitled to refuse the entire delivery or to perform or have performed a complete inspection of the delivery at the expense of the Contractor. The Contractor waives the defense of late notification of defects insofar as the notification takes place within the periods specified above.

#### **6.4 Rectification of defects**

Notified defects must be rectified by the Contractor without delay, and the Contractor must bear all costs arising in connection with the rectification of defects (in particular (dis)assembly, shipping, and packaging costs as well as insurance, customs, and other official fees) as well as costs for testing and/or technical acceptance inspections.

#### **6.5 Warranty period**

The period of limitation for the warranty claims of the Customer against the Contractor shall be 5 years, insofar as construction works are involved. In all other cases, the period of limitation for warranty claims shall be 3 years. The period begins with acceptance of the complete services or with proper acceptance of a delivery by the Customer.

#### **6.6 Rectification of defects by the Customer**

If the Contractor does not fulfill its obligation of supplementary performance within a reasonable deadline set by the Customer, the Customer can rectify the defect itself and demand compensation from the Contractor for the necessary expenses.

#### **6.7 Quality management system**

The Contractor must have implemented and be able to demonstrate a recognized quality management system. The Customer reserves the right to evaluate the effectiveness of the quality management system on site.

#### **6.8 Documentation obligation**

The Contractor is obligated to retain all quality-relevant documents and records concerning its products for a period of at least 10 years after the last delivery and to provide these to the Customer on request.

#### **6.9 Change management**

Before every change to products, processes, materials, supplier parts, and/or other services, the Contractor must inform the Customer in writing and obtain the Customer's approval. The consequences of such changes on quality, reliability, form, function, operation, and maintenance must be evaluated by the Contractor and documented.

#### **6.10 Quality inspection and documentation**

The Contractor is responsible for the quality inspection of its products and services. The Contractor must document the results of its quality inspections (including during the production process) and make this documentation available to the Customer on request.

#### **6.11 Initial sample inspection**

The Customer shall decide at its discretion whether and to what extent an initial sample inspection is required. The Contractor shall be notified of the corresponding requirements, including the inspection procedure and scope, in written form, e.g. by email or within the framework of the order. Deviations from these requirements require an explicit written agreement between the contract parties. The approval by the Customer shall not relieve the Contractor of its responsibility for the quality of the products.

#### **6.12 Traceability**

The Contractor must take appropriate measures to ensure the traceability of the products it delivers. If defects are discovered, it must be possible to identify the batches / lots involved.

#### **6.13 Right of audit**

The Customer has the right to carry out audits at the Contractor with advance notice. The Contractor shall grant the Customer access to the production facilities and relevant documents for this purpose.

#### **6.14 Supplier management**

The Contractor is obligated to impose comparable quality requirements on its subcontractors and to monitor their compliance with these requirements. The Customer can demand the presentation of verifications concerning the quality capability of the subcontractors of the Contractor.

#### **6.15 Liability**

The Contractor shall be liable without limit for all damages for which the Contractor or its agents are responsible.

## **7. Production resources**

### **7.1 Ownership**

Devices, gauges, tools, models, or the like provided by the Customer remain under the ownership of the Customer and must be labeled accordingly. They must be stored properly and protected against damage and loss.

### **7.2 Restriction of use**

The production resources owned by the Customer may only be used for the contractual service for the Customer and may not be provided to third parties or used for the Contractor's own purposes.

### **7.3 Maintenance obligation**

The Contractor is obligated to maintain the production resources owned by the Customer at the Contractor's own expense and to replace them in the event of normal wear.

### **7.4 Return obligation**

After the end of the collaboration or upon request by the Customer, all production resources owned by the Customer must be returned to the Customer immediately.

## **8. Laws and environment**

### **8.1 Compliance with statutory requirements**

The Contractor undertakes to comply with the respectively current and applicable laws, regulations, and directives in connection with its services and to hand over the correspondingly required documents. Examples include but are not limited to: machinery directive, electromagnetic compatibility (EMC) directive, low voltage directive, REACH regulation, PFAS regulation, RoHS directive, CBAM.

### **8.2 Code of conduct**

The Contractor declares and confirms that it and all of its partners/shareholders, representatives, managers, employees, and other staff are familiar with and will comply with the code of conduct of the Customer (CoC), as currently amended (viewable at <https://www.mullermartini.com/de/unternehmen/uber-uns/verhaltenskodex/>). In particular, the Contractor undertakes in this regard to observe internationally recognized social standards (e.g. ILO Core Labor Standards, UN Guiding Principles on Business and Human Rights). The Contractor further undertakes to maintain its own code of conduct which corresponds in content to the code of conduct of the Customer to ensure that the corresponding regulations are complied with throughout the entire supply chain. The Contractor shall communicate this code to its suppliers and business partners and obtain their consent to comply with this code in written form at least. The Contractor is obligated to make corresponding verifications available to the Customer on request.

### **8.3 Environmental protection**

The Contractor shall ensure that its products and processes are environmentally friendly. The Contractor undertakes to design all products and processes in compliance with the applicable German environmental laws, in particular the Federal Immission Control Act (BImSchG), the Nature Conservation Act (BNatSchG), the Water Resources Management Act (WHG), and the Toxic Substances Control Act (ChemG) as well as the internationally recognized environmental standards.

### **8.4 Compliance**

The Contractor undertakes to comply with all applicable statutory provisions, in particular in the areas of anti-corruption, data protection, competition law, anti-discrimination, and export controls.

### **8.5 Conformity verifications**

The Contractor must hand over to the Customer on request all required verifications and documents attesting to compliance with the applicable regulations.

## **9. Spare parts**

### **9.1 Spare parts supply**

The Contractor shall ensure that spare parts or adequate alternatives are available under the agreed or otherwise reasonable conditions for all delivered products for at least 10 years after the last delivery or after discontinuation.

### **9.2 Discontinuation**

The Contractor undertakes to inform the Customer in writing at least 12 months before a planned discontinuation of the production of spare parts.

### **9.3 Final order**

In the event of discontinuation of products or spare parts, the Customer shall be granted the opportunity to place a final order under the agreed conditions.

## **10. Intellectual property rights**

### **10.1 Retention of title to documents**

The Customer reserves all ownership rights, copyrights and other intellectual property rights to all papers, drawings, other documents, samples, data carriers, or the like that are made available to the Contractor. At the Customer's request, the Contractor is obligated to return in full the aforementioned documents and objects (including any copies, reproductions, or the like) within a specified period, however no later than within 3 weeks from receipt of the request, or, if

demand by the Customer, to destroy them. The complete return or destruction must be confirmed by the Contractor in writing.

#### **10.2 Use for advertising purposes**

Publications for advertising purposes in which the Customer is mentioned are permitted only with the written consent of the Customer.

#### **10.3 Liability for infringement of intellectual property rights**

The Contractor shall be liable for ensuring that the use of the objects delivered and/or services provided does not infringe on any intellectual property rights of third parties or violate any trade or business secrets of third parties. The Contractor must indemnify the Customer from and against any claims by third parties.

#### **10.4 Intellectual property rights to development work**

Insofar as the Contractor carries out development work within the framework of its contractual services for which the results are eligible for protection in the form of intellectual property rights, the Customer shall be solely entitled to these intellectual property rights. The Contractor shall assign to the Customer all intellectual property rights to these development results, without limitation to time or place.

### **11. Product liability**

#### **11.1 Indemnification**

The Contractor shall fully indemnify the Customer from and against all claims by third parties and shall compensate the Customer for all damages suffered as a result of product liability in connection with the delivery or service. The Customer undertakes to inform the Contractor of such claims without delay.

#### **11.2 Insurance obligation**

The Contractor undertakes to conclude and maintain a sufficient product liability insurance policy with coverage of at least 5 million euros per personal injury / property damage incident.

#### **11.3 Recall actions**

If the Contractor is obliged to carry out a recall action due to a defect in a product delivered by the Contractor, the Contractor shall bear all costs associated with the recall action.

### **12. Confidentiality and data protection**

The Contractor must hold confidential all business matters of which it becomes aware over the term of its contract with the Customer, in particular trade and business secrets (these also include business relationships, data and products, records, customer lists, business strategies, production processes, know-how, inventions, business plans, financial planning, personnel matters), that are or have been designated as confidential information and are to be considered confidential based on the type of information or the circumstances under which the information is made available. This also includes all information provided by employees / freelancers and suppliers of the Customer. The above applies regardless of whether the information exists in written, electronic, oral, digitally embodied, or any other form. The confidentiality obligation remains in effect even after the end of the contract without limitation within the framework of item 12. The aforementioned information may not be used for commercial purposes (e.g. patent applications) nor shared with third parties.

The Customer undertakes likewise insofar as the customer order does not require sharing with third parties. The Customer is therefore expressly permitted, for example, to provide such information to third parties (e.g. service providers) anywhere in the world insofar as this is required for performance of the customer order.

The contract parties further agree that confidential information also includes information about the willingness of the contract parties to enter into negotiations regarding this contractual relationship as well as the existence of this contract and its terms and provisions.

The above obligation shall not apply to information

- that was verifiably already known to one party before the information was made available by the opposite party;
- that was already publicly known or becomes publicly known during the communication between the parties without this having resulted from a violation of this agreement;
- that was received by the parties without violation of this agreement, in particular if and insofar as a third party has legally come into possession of the information and is not obliged to hold the information confidential with respect to the parties or a company associated with the parties;
- insofar as a party is obliged either by law or due to an enforceable decision by a court or public authority to disclose confidential information. In these cases, the party must inform the opposite party of this immediately and in advance, insofar as this is legally permitted. Upon request and at the expense of the opposite party, all possible legal remedies must be exhausted and all feasible measures taken to prevent a disclosure;
- for which the other party has consented to sharing in advance.

Confidential information of one party, as defined in the principles described above, may not be utilized or imitated by the other party (in particular by means of so-called "reverse engineering" or for patent applications), insofar as this is not necessary for the purpose of the contract. This also may not take place indirectly by means of third parties.

All rights of ownership, usage, and utilization with respect to confidential information shall be held by the party whom the confidential information concerns or from which it originated. The party and all affiliated companies who

receive such confidential information from the other party shall have no ownership rights to this information and may use this information only to the contractually agreed extent, insofar as no statutory retention obligations apply to the contrary.

All confidential information as well as copies thereof must be returned or destroyed (including electronically stored information) within 10 days after achievement of the purpose or after termination of this contract (whichever occurs first), insofar as no statutory retention obligations apply to the contrary. The destruction of electronically stored confidential information shall take place via complete and irrevocable erasure of the data or unrecoverable destruction of the data carrier. In the case of electronically stored confidential information, complete and irrevocable erasure means that the confidential information is erased in such a way that any access to this information is made impossible, where special erasure methods must be used that satisfy the accepted standards.

Upon request, the one party must assure the other party in writing that all confidential information has been completely and irrevocably erased in accordance with the above provisions and according to the instructions provided by the other party.

The parties undertake to comply with the data protection requirements, especially with respect to maintaining confidentiality.

### **13. Final provisions**

#### **13.1 Place of jurisdiction**

The exclusive place of jurisdiction for all legal disputes arising from this contract is agreed as the registered office of the Customer, provided that the Contractor is a merchant, a legal entity under public law, or a special fund under public law.

#### **13.2 Choice of law**

Unless mandatory statutory provisions stipulate otherwise, German law shall apply with exclusion of the UN Convention on Contracts for the International Sale of Goods.

#### **13.3 Severability clause**

The ineffectiveness of individual provisions shall not affect the validity of the remaining GTCP.