

1. General, Scope of Application

- 1.1 This General Terms of Purchase (Allgemeine Einkaufsbedingungen, AEB) shall apply to all business relations with our Suppliers.
- 1.2 These AEB shall particularly apply to Sales and Delivery Contracts on Products and Performance of Work (in the following referred to as “contractual items” or “items”), irrespective of whether the goods have been produced by the supplier himself or purchased from subcontractors (Sections 433, 651 of the German Civil Code, BGB) and/or if the performance of work has been carried out by himself or by a third party (Section 631 BGB). These AEB, as amended from time to time, shall also serve as Master Agreement for future contracts with the same Supplier, without the need to have to refer to them in each and every case again; The Supplier shall be immediately informed as to any amendments to our AEB.
- 1.3 These AEB shall apply exclusively. Any General Terms of Business on the part of the Supplier which differ, conflict or supplement our AEB shall only become part of the contract if and to the extent that we have given our express consent in writing as to their validity. This requirement of giving consent shall apply in any case, even if, for example, we are aware of the Supplier’s General Terms of Business and nevertheless accept his delivery without reservation or if the Supplier declared that he exclusively supplies according to his own General Terms of Business.
- 1.4 Unless otherwise agreed in writing, individual orders (or call-offs) shall come before the provisions of the BINDER Master Supply Agreement, the BINDER Quality Assurance Agreement and are a supplement to these AEB.
- 1.5 Legally relevant declarations and notifications provided by the Supplier after the conclusion of contract (e.g. setting of deadlines, reminders, declaration of withdrawal, and the like) require the written form to be valid.
- 1.6 References as to the applicability of legal regulations shall only serve for clarification purposes. Even without such clarifications, all statutory regulations shall apply unless directly amended or exclusively excluded by these AEB.

2. Conclusion of Contract

- 2.1 Our orders shall be binding upon written delivery, at the earliest.
- 2.2 The Supplier shall notify obvious errors (e.g. in spelling and calculation), incomplete orders, including order documentation, so as to allow us to have them corrected and/or completed.
- 2.3 The Supplier shall confirm our order within a period of 10 days in writing or execute our order without reservation, particularly by shipping (acceptance). In case of delayed acceptance, this shall be deemed to be a new offer and requires acceptance on our behalf – alternatively we reserve the right to revoke such order.
- 2.4 We shall be entitled, as far as reasonable for the Supplier, to request changes to the agreed supplies and services in writing at any time. In this context, the consequences, particularly additional and/or reduced costs as well as delivery deadlines, shall be reasonably agreed by common accord.

3. Quality Management

- 3.1 For the performance of his services, the Supplier shall ensure that appropriate Quality Assurance and Quality Monitoring is in place and implement and maintain a quality management system that complies with the ISO 9001:2008 requirements, at least, and is continuously refined according to the state-of-art.

- 3.2 We shall be entitled to request that the Supplier has the approval of his quality management system performed by determined accredited certification bodies and that have we access to any and all audit evaluations at any time.

- 3.3 The Supplier shall ensure that his supplies and services comply with all the legal requirements applicable within the Federal Republic of Germany and/or the European Union.

4. Delivery dates, delayed delivery, place of delivery, delivery note

- 4.1 The delivery date set forth in our order shall be binding. Unless we otherwise agreed, the indicated delivery dates shall be binding fixed dates within the meaning of Section 376 HGB (German Commercial Code). The Supplier shall be obliged to immediately inform us in writing if it can be expected that, for whatever reason, agreed delivery dates cannot be complied with.
- 4.2 The Supplier shall be obliged to use his best efforts so that the agreed delivery dates and quantities can be met, particularly by building up and maintaining the corresponding capacities required so as to comply with our contractually agreed order demands.
- 4.3 The Supplier shall inform us with regard to any evident delay in delivery specifying the reason for such delay as well as the measures taken to immediately remedy such situation.
- 4.4 If the Supplier fails to provide his services, if he fails to provide them within the agreed delivery period or if his delivery is delayed, our rights arising in this connection - in particular with respect to withdrawal and claim for damages - shall be determined according to the statutory provisions. The regulations of paragraph 6 shall remain unaffected. If the delivery constitutes a fixed-date transaction, our right to require performance shall only expire if we have not asserted this right within 30 days upon the expiration of such delivery date.
- 4.5 In case of unacceptable delay in delivery, particularly if deadlines are exceeded for more than 14 days despite written reminder, we shall be entitled - notwithstanding any more extensive legal and contractual claims –to reduce the items affected by such delay for the duration of this delay or, after fruitless expiry of a grace period, including rejection warning and withdrawal, to completely order such items from an alternative Supplier. The Supplier shall be obliged to reimburse all the costs arising in this connection (remedy by ourselves, substitute procurement, contractual penalty of clients, contractual penalties, etc.), in particular, possible tool and qualification costs for these items and possible price differences as a result of higher prices charged by the alternative Supplier. Moreover, the Supplier shall be obliged, to provide us and/or the alternative Supplier, as the case may be, with the corresponding semi-finished goods or, in case of withdrawal of the items, with the tools and fixtures at his expense.
- 4.6 If the Supplier is in default, we shall be entitled – in addition to more extensive statutory claims – to request a contractual penalty in the amount of 0.3% of the net price per working day, however, in no case more than 5% of the net price of the goods delivered with delay. In addition to the request of performance we shall be entitled to request such contractual penalty as minimum amount as remuneration for damages the Supplier owes pursuant to statutory regulations; the assertion of further damage claims shall remain unaffected. Should we accept the delayed services, we shall assert the contractual penalty as of the final payment, at the latest.
- 4.7 Delivery shall be “free domicile” to the place indicated in the order. If no destination is indicated and nothing else has been agreed, the delivery shall be to our registered office (DAP Karlskron-Brautlach - INCOTERMS 2010). The respective destination shall also be place of performance. (Bringschuld - duty to deliver).

- 4.8 Each delivery shall be accompanied by a delivery note in duplicate stating the date (issuance and shipment), content of the delivery (article number and number of articles) as well as our order identification (date and number) at an identified – at least at an easily recognizable - place, with every container being separately identified by its own product label. If the delivery note is missing or incomplete, we shall not be responsible for any delay arising in connection with the processing or payment of such delivery; we shall be entitled, however, to charge a flat processing fee in the amount of EUR 50.00 net and deduct it from the invoice in question. Separate from the delivery note, the Supplier shall send us the corresponding dispatch note with the same content.
- 4.9 We shall be entitled to postpone the dates and deadlines of the Supplier's deliveries and services for a maximum of 2 months, by stating the grounds, if the scheduled demand is delayed due to short-time working, shutdown periods, delays in the production or other interruptions of operation on our part and/or on behalf of our customers.
- 5. Buffer stock**
- 5.1 Should it come to our attention that the Supplier has problems to comply with his delivery obligations we shall be entitled to request the setting up of buffer stock at his place of production at his own expense and risk where he shall maintain at our disposition at any time sufficient inventory of buffer stock of deliverable items in line with the specifications, at least, however, the quantity required for one month.
- 5.2 Falling below this minimum stock shall not be permitted and shall be considered a material breach of contract.
- 5.3 The Supplier shall be obliged to examine the inventory in regular intervals and to replenish the buffer stock, if necessary. The buffer stock shall be managed according to the "First In First Out" (FIFO) method.
- 5.4 For the purpose of verifying and controlling the items we shall be entitled to have access to the Supplier's buffer stock with advance notice at any time.
- 6. Services, transfer of risk, default in acceptance**
- 6.1 The Supplier shall render his services in an independent and direct manner. He shall not be entitled without our prior written consent - which may be subject to conditions - to have the services owed to us be rendered by a third party (e.g. sub-contractor). Unless otherwise provided on an ad hoc basis, the Supplier shall bear the procurement risk with regard to his services.
- 6.2 The risk of incidental loss and incidental impairment of the thing shall pass to us with their delivery at the place of performance. To the extent that acceptance is agreed, acceptance shall be decisive as for the transfer of risk. Furthermore, in case of acceptance the statutory provisions of the laws of the Federal Republic of Germany concerning works and services (Werkvertragsrecht) shall apply correspondingly.
- 6.3 As far as the applicability of our delay in acceptance is concerned, the statutory regulations shall apply. The Supplier shall be obliged to expressly offer his services even if a determined or determinable calendar date is agreed with regard to an activity or cooperation on our part (e.g. provision of material). Should we default in acceptance, the Supplier shall be entitled to request compensation for his extra expenses pursuant to statutory regulations (Section 304 BGB). If the contract concerns an unjustifiable product to be produced by the Supplier (single part production), the Supplier shall only be entitled to more extensive rights if we have put ourselves under a duty to cooperate and bear the responsibility for non-performance.
- 7. Prices and payment terms, off-setting, assignment**
- 7.1 The price set forth in the order shall be binding (fixed price). All prices shall include the statutory value added tax, if such tax is not separately identified.
- 7.2 Unless otherwise provided on an ad hoc basis, prices shall include all the Supplier's services and additional services (e.g. assembly, installation), including all associated costs (e.g. appropriate packing, freight including any transport and liability insurance, as the case may be). The Supplier shall be obliged to take back the packaging material upon our request. Drafts, drawings, samples and the like shall only be paid upon prior written agreement to this end.
- 7.3 If we informed the Supplier that we would like to take advantage of his services over a longer period, the Supplier shall hereby implicitly grant us the option to place orders at consistent conditions during such period, for a period of 5 years, at least, beginning with the date of our first order.
- 7.4 Unless otherwise agreed, the agreed price shall be due and payable within 90 calendar days upon complete delivery and services (including any agreed acceptance, as the case may be) and receipt of an adequate and orderly invoice. If payment is made within 14 calendar days, the Supplier shall grant us a 3% discount with respect to the net amount of the invoice; for payments within 30 calendar days, the discount shall be 2%. Discount shall also be permissible if we are offsetting or retaining payments in a reasonable amount due to defects, whereby the payment term only starts upon complete elimination of such defects.
- 7.5 Invoices which, contrary to our order, are containing partial quantities and/or partial services provided in advance, shall be due and payable at the maturity date of the last position and only upon complete compliance with all deliveries and/or services free of defects according to our Payment Terms, at the earliest on the agreed delivery date. Any discounts agreed shall be applicable to the invoice value in full.
- 7.6 In case of bank transfers, payment is made in good time if the transfer order is received by our bank before the payment term expires; we shall not be responsible for any delays arising in connection with the banks participating in payment transactions.
- 7.7 We do not owe any maturity interest. Default interest shall be 5 percentage points annually above the base rate. In case of a delay on our behalf, the statutory regulations shall apply whereby - if necessary by way of derogation of such regulations - a written reminder by the Supplier shall be required in any case.
- 7.8 We shall be entitled to the right to set-off, the right of retention as well as the defence of unperformed contract within the scope of the statutory provisions. In particular, we shall be entitled to retain due any payable payments as long as we are entitled to claims against the Supplier due to incomplete or flawed services.
- 7.9 The Supplier shall be entitled to the right of set-off or the right of retention only in case of claims that are uncontested and have been declared final and absolute, provided that his counterclaim is based on the same contractual relationship.
- 7.10 Without our prior written consent, which shall not be unreasonably withheld, the Supplier shall not be entitled to assign his claims against us to a third party and/or to have them collected by a third party. If supplies to the Supplier are subject to an extended reservation of ownership, consent within the meaning of the precedent sentence shall be deemed to be granted. If, notwithstanding the first sentence of this paragraph, the Supplier assigns his claims against us to a third party without our consent, such assignment shall be nevertheless effective. We shall be entitled, however, to pay at our option and with discharging effect to either the Supplier or to the third party.

8. Material provided

- 8.1 The material provided to the Supplier (semi-finished goods, items, fixtures, etc.) shall remain the property of our company. The Supplier shall be obliged to keep these materials in careful custody, free of charge, to have them – to a reasonable extent - insured against destruction and losses, to take the necessary measures to this end, in particular, to label and insure them as our property and to exclusively use them for the purposes designated by us. We shall be entitled to request the return of material provided by us without setting out any reason at any time.
- 8.2 Immediately upon receipt, the Supplier shall visually examine the provided material as to any discernible deviations. He shall be obliged to perform a test as to the material's defects and identity and inform us on any differences within one working day.
- 8.3 The Supplier shall perform further examinations during manufacturing if such examinations are separately agreed with us or required pursuant to his quality management system. Should the Supplier detect defects in quality or quantity he shall immediately notify us so as to fine-tune further measures. Should such defects be attributable to the fault of the Supplier, e.g. during manufacturing, the Supplier shall be obliged to produce a fee-based substitute delivery and/or reimburse expenses.
- 8.4 At all events, processing of the material provided by us shall be for our company. To the extent that the value of the materials provided by us exceeds the value represented by their processing and, if applicable, of the other components of the newly manufactured things, the newly manufactured things shall become our property, otherwise, co-ownership between our company and the Supplier shall be established which shall be proportional to the value of the provided material and the value of its processing and/or the other components.

9. Force Majeure

Labour disputes, strikes that are not restricted to the Supplier's company, unrest, official measures and other unforeseen, inevitable and serious events shall release the contractual partners from his contractual obligations for the duration of such disorders and to the extent of their effects. The parties shall be obliged, to a reasonable extent, to immediately exchange all the necessary information and adjust their obligations in good faith to such changed circumstances.

10. Secrecy

- 10.1 The Supplier shall observe secrecy in relation to all non-publicly known information, in particular, illustrations, drawings, plans, templates, implementation instructions, product descriptions, models, samples, tools, documents, software, finished and semi-finished products, provided materials as well as any other items the company provided to him and only use for the provision of his contractual services. He shall only reproduce or disclose them to third parties to the extent that this is absolutely necessary for the execution of these contractual services, and immediately return them at the termination of this contract on our request, at the latest. In any event, the Supplier shall be obliged to ensure that any and all persons engaged by him or his sub-supplier are also committed to this confidentiality obligation accordingly. We expressly reserve any and all copyright and title with respect to the information and items listed in the first sentence above.

- 10.2 This confidentiality obligation shall survive the termination of the contractual relationship with our company and shall only expire if and to the extent that the knowledge contained in the documents provided gets into the public domain, for which the Supplier shall bear the burden of proof.

- 10.3 Without our prior written consent, the Supplier shall not be entitled to use this business relationship for advertising purposes.

- 10.4 Contractual items manufactured according to our instructions, drawings, models, etc. and/or manufactured with tools provided (fully or partially paid) by us shall not be offered, sampled or delivered to third parties, unless we have given our express written consent in this context. The same shall apply accordingly to drawings, models, samples, etc. provided by us.

11. Retention of title by the Supplier

The transfer of the ownership of goods to us shall be unconditional and without regard of the payment of the price. Should we, in individual cases, accept the Supplier's offer that transfer of ownership is subject to the payment of the purchase price, the Supplier's right to retain ownership shall expire upon the payment of purchase price for the delivered good, at the latest. Subject to the advance assignment of future claims arising in this context, we shall be entitled to resell the goods in the ordinary course of business even before the purchase price is paid (alternatively, simple retention of title and, in case of resale, extended retention of title shall apply). To this end, all other forms regarding the retention of title shall be excluded, in particular, extended, transferred and extended retention of title in connection with further processing.

12. Changes to the contractual items

- 12.1 The Supplier shall inform us as soon as possible on any technical changes he intends to perform on the contractual item released for delivery; nine months before such changes are implemented, at the latest.

- 12.2 In any case, the delivery of contractual items changed in such a manner shall require our prior express written consent, e.g. within the framework of a new sample approval. Provided that contractual items are manufactured according to our instructions, this shall also apply to the changes themselves. Any costs regarding such new sample approval shall be borne by the Supplier.

- 12.3 The provisions set forth in paragraph 1 and 2 above shall apply accordingly to changes of the procurement sources for semi-finished goods and/or components as well as to changes with respect to the manufacturing site and/or substantial changes with respect to the Supplier's manufacturing process.

- 12.4 We shall be entitled to request changes to contractual items in terms of construction and workmanship as far as reasonable for the Supplier. In this context, workmanship, particularly with respect to additional or reduced costs as well as delivery dates, shall be reasonably agreed by common accord.

13. Commitment in terms of supply

- 13.1 Inasmuch as the contractual items are goods specifically developed for us, and inasmuch as we have directly or indirectly participated in the costs regarding their development and/or production tools, the Supplier shall agree to provide us with the contractual items within the framework of our demands and to accept our orders without any alterations as long as the contractual items will be needed by our company. The Supplier shall be informed at an early stage on the expected delivery volume pursuant to client demand forecasts at hand. Notwithstanding the provisions set forth in sentence 2, the Supplier shall not have the right to claim any commitment as to the purchase of determined quantities.

- 13.2 As far as the guarantee of our spare part production is concerned, the Supplier shall agree to guarantee the delivery of the required contractual items for a period of at least 15 years (unless other periods have been agreed in writing) upon the end of (series) production (EOP) of BINDER products where these contractual items are installed into. Alternatively, at our option we may cover our demand by buying a determined stock of our continuously required demand at EOP.
- 14. Liability for defects, defect notice**
- 14.1 As far as our rights in the event of material and legal defects with respect to the contractual items (including wrong and short deliveries as well as improper assembly, flawed assembly and/or operating instructions, poor manuals) and other breaches of the contractual duties by the Supplier are concerned, the statutory regulations shall apply, unless otherwise provided below.
- 14.2 According to statutory regulations, the Supplier shall be particularly responsible that the goods have the agreed quality when the transfer of risk to us takes place, that they comply with all the specifications as well as the recognized technical standards. At any rate, all product descriptions shall be deemed to be agreements on quality if they are subject of the respective contract or have been included in it in the same way and manner as is the case with these AEB – particularly by being listed or referenced in our orders. This shall apply irrespective of whether product descriptions are prepared by us, the Supplier or the manufacturer (Client).
- 14.3 If we accept drawings, calculations and other documents prepared by Supplier, this shall not affect the Supplier's sole responsibility with regard to the contractual item. The same shall apply to our proposals, recommendations or other cooperative activities in connection with the services rendered by the Supplier.
- 14.4 If, as a result of his expert knowledge, the Supplier becomes aware that the our order provided is incomplete or that as a result of his delivery and/or service the purpose we pursue with our order cannot be achieved, he shall immediately and extensively inform us in that regard.
- 14.5 Notwithstanding Section 442 Subparagraph 1 Sentence 2, BGB, we shall be entitled to unlimited claims on account of defects even if we were unaware of such defect at the conclusion of contract as a result of gross negligence.
- 14.6 As far as our commercial obligations of inspection and complaint are concerned, the statutory regulations shall apply (Sections 377, 381 HGB – German Commercial Code) and be subject to the following proviso: our duty to inspect shall be restricted to defects that become apparent during external inspection of incoming goods, including examination of delivery documents, as well as quality control by spot checks (e.g. damages due to transport, wrong and short deliveries). If acceptance tests are agreed, this obligation to examine shall not apply. Apart from that, it shall depend up to which extent examinations are practicable considering the circumstances of the individual case in the course of ordinary business. Our duty to complain with regard to defects discovered at a later date shall remain unaffected.
- 14.7 All costs the Supplier spent in connection with examinations and subsequent improvements (including removal and installation costs, if any) shall be borne by the Supplier even if it becomes apparent that actually no defect existed. Our liability for the compensation of damages in case of an unjustified request for remedy of defects shall remain unaffected; in that respect we shall only be liable if we have recognised and/or not recognized due to gross negligence that no defect existed.
- 14.8 If the Supplier fails to fulfil his duty of remedial performance – at our option, by remedy of the defect (subsequent improvement) or delivery of faultless goods (replacement delivery) – within a reasonable deadline set by us, we shall be entitled to remedy the defect ourselves and demand reimbursement for the required expenses and/or payment of an appropriate advance payment from the Supplier.
- If the Supplier's remedial performance failed or is unacceptable for us (e.g. due to particular urgency, danger to operational safety or imminent danger of disproportionate damages arising) the setting of a deadline shall not be required; we will immediately inform the Supplier, if possible in advance, of such circumstances.
- 14.9 If we have - due to a defective delivery - higher costs so as to fulfil our own delivery schedule (e.g. costs for sorting out, increased inspection effort during the manufacturing process, etc.) these costs shall also be borne by the Supplier.
- 14.10 Apart from that, in the event of material and legal defects we shall be entitled to price reduction and termination of contract pursuant to statutory regulations. Moreover, we shall be entitled to claim damages or reimbursement of expenses pursuant to statutory regulations
- 14.11 We shall be entitled to return the defective contractual items at the Supplier's expense or, following prior consultation with the Supplier, to sort them out and, if applicable, scrap them at the Supplier's expense.
- 14.12 In urgent cases - if possible with prior notification of the Supplier if accessible - we may perform rectifications by ourselves or by a third party, or, if applicable, procure faultless contractual items from a third party so as to fulfil our own delivery obligations to the extent required. Any appropriate and proven costs required in this context shall be borne by the Supplier. This shall not fabricate any waiver of any right.
- 14.13 If, in spite of observing the provision in paragraph 5, a defect is detected only after processing of the contractual item took place, the following shall apply: the Supplier shall be obliged to bear all the expenses related to the exchange or subsequent improvement of the defective contractual item, in particular, costs regarding examination, test, workmanship and material, irrespective of whether these expenses accrued at his site, at our site or at the site of a third party (buyer, Client). This shall also include the costs regarding necessary exchanges and/or repair of products in which we installed defective contractual items.
- 14.14 If, as a result of an epidemic failure, a complete series of contractual items or BINDER products, in which the contractual items had been installed, needs to be exchanged because under certain instances the performance of an error analysis proves to be uneconomic, impossible or unacceptable, the Supplier shall reimburse the above mentioned costs also in so far as the part of the series with no technical defect is concerned.
- 14.15 Unless otherwise expressly agreed by the parties in writing, claims regarding the liability for defects shall become barred by limitation 54 months from the date of their delivery to us. This period of limitation shall be respectively shorter if our clients' claims regarding liability for defects are subject to a shorter limitation period. Inasmuch as required for the execution of this contract and legally permitted, we shall inform the Supplier on any warranty agreement existing between us and our Clients and, upon request, grant access to the relevant documents.

- 14.16 In case of safety-relevant items, the period regarding the Supplier's liability for defects shall be determined according to the applicable statutory regulations of the individual countries to which we deliver (and which we have to comply with) provided the applicable statutory regulations regarding the statute of limitations are exceeding 54 months.
- 15. Liability**
- 15.1 If we or a third party suffer damages due to the defect of a contractual item or due to the breach of contractually agreed obligations, the Supplier shall reimburse the damages arising in this connection and keep us indemnified from and against third party claims.
- 15.2 Within the framework of his indemnification obligation, the Supplier shall reimburse expenses to avoid damages pursuant to Sections 683, 670 BGB arising out of or in connection with a third party claim, including recall actions on our part. We shall inform the Supplier – to the extent possible and reasonable – on the content and extent of such recalls and give him an opportunity to issue an opinion. More extensive statutory claims shall remain unaffected.
- 15.3 For all supplies and services provided, the Supplier shall enter into a product liability insurance with an adequate coverage amount of such risks, of a minimum lump sum of EUR 5,000,000.- (in words: five million euro) for each occurrence of personal and property damage, including recall costs, and maintain this insurance for a period of at least 15 years after the last delivery and/or provision of services took place. Upon request, proof of such insurance protection shall be furnished to us in writing. This provision shall not be deemed to be any limitation of the Supplier's liability.
- 16. Supplier's recourse**
- 16.1 In addition to defect claims, we shall be entitled to statutory recourse claims within the supply chain (Supplier's recourse pursuant Sections 478, 479 BGB) without restrictions. In particular, we shall be entitled to request the Supplier to perform exactly the kind of remedial performance (subsequent improvement or replacement delivery) we owe our Buyer in an individual case. Our statutory right of choice (Section 439 Paragraph 1 BGB) shall not be restricted thereby.
- 16.2 Before recognising or fulfilling claims asserted on account of defects by our Buyer (including claims for reimbursement pursuant to Sections 478 Paragraph 3, 439 Paragraph 2 BGB) we shall inform the Supplier briefly on the circumstances and ask him to provide a written statement to this end. If such statement is not provided within a reasonable deadline and no solution by common accord can be achieved, the claim of defects actually granted by us shall be deemed as claim owed to our Buyer; in this case, the Supplier shall be liable to provide counter evidence.
- 16.3 Our claims arising in connection with the Supplier's recourse shall also apply if the goods – before having been sold to any consumer – have been further processed by us or by one of our Buyers, e.g. by installing them in another product.
- 17. Protection and utilization rights**
- 17.1 The Supplier shall be responsible that his delivery and services do not infringe any third party industrial property right or copyrights, particularly because of the fact that, if applicable, the Supplier is in the ownership of the necessary licences. He shall release us and our Buyers from all claims arising in connection with the utilisation of such rights.
- 17.2 Moreover, as far as his industrial property rights and/or know-how in connection with his supplies and services is concerned, the Supplier shall grant us a transferable, unconditional, non-exclusive utilization right with respect to the utilization of the contractual items, free of charge and unrestricted in time and place. To the extent that the generation of software is part of the Supplier's performance, the Supplier shall put the related software documentation at our disposition.
- 17.3 If we were engaged in the development costs of the contractual item, we shall be entitled to have, notwithstanding more extensive rights due to separate agreements with the Supplier, exclusive utilisation rights pursuant to paragraph 2. These rights shall apply to all purposes, including the right to grant sub-licences of the inventions used in the contractual items or the copyrights existing thereon. To the extent that the generation of software is part of the Supplier's performance, the Supplier shall, apart from putting the related software documentation at our disposition, also provide the corresponding source code at request. Granting of the aforementioned rights shall be deemed to be included in the payment of the agreed remuneration.
- 18. Access and inspection rights**
- 18.1 The Supplier shall be obliged to provide BINDER and its customers, as well as representatives of the regulating authorities, on first request with access to all production and administrative facilities connected with the order during the normal business period, as well as to inspect the products related records, documents and data carriers.
- 18.2 If the Supplier himself uses subcontractors, the obligation pursuant to Paragraph 1 shall also apply accordingly for each level of the supply chain, which shall be ensured by the Supplier by concluding appropriate agreements and without being requested by BINDER.
- 19. General provisions, applicable law, jurisdiction**
- 19.1 If the Supplier ceases his payments or if an application for the opening of insolvency proceedings against his assets is filed and not withdrawn within a period of four weeks or dismissed due to a lack of mass, i.e. insolvency proceedings are instituted, we shall be entitled to withdraw from our orders regarding the deliveries not complied with at that point in time and demand immediate return of all contractual items produced up to that point in time, including all documents, tools, fixtures etc. as well as all materials provided.
- 19.2 The Supplier agrees that we shall be permitted to store the necessary data on electronic files in view of the statutory data protection requirements for the purpose of processing orders and examination of invoices.
- 19.3 These AEB as well as all legal relationships between us and the Supplier shall be subject to the laws of the Federal Republic of Germany under the exclusion of the international Uniform Law, particularly the UN Sales Convention. The conditions and effects regarding the retention of title shall be subject to the laws applicable at the place where the items are stored, provided that in so far the choice of law in favour of the German law is impermissible or ineffective.
- 19.4 Place of jurisdiction with regard to all disputes arising out of or in connection with this contractual relationship as well as the deliveries and/or supplies provided under this contract shall be our registered office. We shall be entitled, however, to file law suits at the place where the delivery obligation is performed.