

Obsequ GmbH
Am Turm 40, 53721 Siegburg

General Terms and Conditions of Purchase

Applicable in national and international business transactions with companies, legal entities under public law and special public funds.

1. Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter: the "**Conditions of Purchase**") shall apply to all deliveries and service rendered from the supplier to Obsequ GmbH (hereinafter: "**Obsequ**"), even if they are not referred to in subsequent contracts.
- 1.2 Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by Obsequ in writing. These Terms and Conditions of Purchase shall also apply if Obsequ accepts an offer, an order confirmation or a delivery of the supplier without reservation in the knowledge of its conflicting or deviating terms and conditions.
- 1.3 The Conditions of Purchase shall apply regardless of whether the supplier manufactures the contractual products itself or purchases them from sub-suppliers.
- 1.4 Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Conditions of Purchase. Subject to proof to the contrary, a written contract or the written confirmation of Obsequ shall be decisive for the content of such agreements.
- 1.5 Any rights beyond these Conditions of Sale to which Obsequ is entitled by law shall remain unaffected.
- 1.6 Transmission by telefax, e-mail or comparable electronic text forms shall be sufficient to comply with the written form within the meaning of these Conditions of Sale.

2. Conclusion of contract

- 2.1 Offers and cost estimates of the Supplier shall be made free of charge, unless otherwise agreed in writing between the contracting parties.
- 2.2 The supplier is obliged to independently check offers, drawings, specifications and other instructions of Obsequ for errors and contradictions and to report any concerns to Obsequ without delay. Otherwise the contract shall be deemed not to have been concluded.
- 2.3 Unless otherwise agreed, the supplier shall be bound to his offer for two weeks. A valid contract shall only be concluded upon acceptance by Obsequ.
- 2.4 Offers, orders and declarations of acceptance by Obsequ shall in principle be made in text form.
- 2.5 An offer made by Obsequ shall be deemed to be accepted if the supplier does not object within five (5) working days after receipt or performs the delivery without reservation; Obsequ shall point this out in the offer.
- 2.6 Upon conclusion of the contract the agreed prices, quantities, delivery dates or delivery periods and delivery addresses shall be binding. If no delivery date is specified in the order of Obsequ, the delivery period shall be 2 weeks after conclusion of the contract.
- 2.7 Obsequ may at any time request changes in the design and execution of the contractual products, provided that the deviations from the originally agreed specification are necessary or expedient and reasonable for the supplier. Obsequ shall inform the supplier about the changes in due time. Obsequ shall agree with the supplier which changes shall be made compared to the originally agreed specification. Unless otherwise agreed, changes may only be made after prior approval by Obsequ.
- 2.8 If the costs incurred by the Supplier are reduced or increased as a result of the changes to be made in accordance with clause 2.7, the supplier shall

immediately notify Obsequ in writing of the amount of the costs. The contracting parties may demand a corresponding adjustment of the agreed prices. Obsequ shall be entitled to demand clarification of the supplier's price calculation as well as inspection of suitable documents. If due to the changes to be made an agreed delivery date or an agreed delivery period cannot be met, the supplier shall immediately inform Obsequ thereof.

3. Delivery

- 3.1 The supplier shall bear the procurement risk for the contractual products, unless otherwise agreed in individual cases (e.g. limitation to a stockpiling purchase).
- 3.2 The receipt of the contractual products by Obsequ shall be decisive for compliance with the delivery period or delivery date.
- 3.3 Unless otherwise agreed between the contracting parties, delivery of the contractual products shall be made to Obsequ's place of business in accordance with DDP Incoterms® 2020. If delivery DDP Incoterms® 2020 is not agreed, the supplier shall make the contractual products available in due time, taking into account the usual times for loading and shipment to be agreed with the carrier.
- 3.4 In the event of shipment by the supplier, the relevant transport, packaging and labeling provisions of the agreed mode of transport shall be complied with by the Supplier, in particular customs and hazardous goods regulations. The contractual products shall be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials shall be used. Packaging materials shall be taken back by the supplier upon request of Obsequ.
- 3.5 The supplier shall be obliged to provide Obsequ with the required declarations on the customs origin of the contractual products in due time, unless Obsequ has a valid long-term supplier's declaration. The supplier shall be liable for all damages incurred by Obsequ due to an improper or late supplier declaration, unless the supplier is not responsible for the improper or late submission. If necessary, the supplier has to prove his information regarding the contractual product origin by means of an information sheet confirmed by his customs office.
- 3.6 Shipping documents must be provided in full with the delivery; in particular, a delivery bill must be enclosed with each delivery. The order number and the batch number must be indicated on the shipping bills, delivery notes and other delivery documents, bills of lading, packing lists and the outer packaging. The unit load or unit weight shall be affixed to loading units in a clearly visible and permanent manner. Obsequ is not obliged to dispatch deliveries before the arrival of the shipping documents.
- 3.7 The supplier undertakes to provide Obsequ with all necessary product information, in particular on the composition and durability as well as the use of the contractual products, e.g. safety data sheets, operating and assembly instructions in German and English, test certificates, declarations of conformity and labeling regulations, including any amendments thereto, at the latest with the delivery.
- 3.8 If it becomes apparent to the supplier that a bindingly agreed delivery deadline or delivery date cannot be met, the supplier shall immediately notify Obsequ in writing, stating the reasons and the expected duration of the delay. This shall not affect the Supplier's obligation to deliver on time. In such cases, the supplier shall take all necessary measures to comply with the agreed delivery date and to keep the time delay as short as possible. Upon request, the supplier shall inform Obsequ in writing

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- what it has done and will do in the individual case to comply with the delivery date or the delivery period.
- 3.9 The occurrence of delay shall be governed by the statutory provisions. In the event of delay Obsequ shall be entitled to claim from the supplier a contractual penalty of 0.5% of the net order value for each commenced week of delay in delivery, up to a maximum of 5% of the net order value of the delayed delivery. Further claims of Obsequ for damages or other rights remain unaffected. The contractual penalty shall be set off against the statutory damage caused by delay to be compensated by the supplier.
- 3.10 Acceptance of a delayed delivery shall not constitute a waiver of the right to claim damages or to exercise any other rights.
- 3.11 Premature deliveries and services require the written consent of Obsequ. Obsequ shall be entitled to return prematurely delivered contractual products at the supplier's expense or to store them at the supplier's expense until the agreed delivery date.
- 3.12 Partial deliveries as well as excess or short deliveries are not permitted unless otherwise agreed. Obsequ reserves the right to accept them in individual cases and to charge the supplier a handling fee of EUR 40.00 for the additional expenses caused by the partial deliveries. The supplier shall be entitled to prove that Obsequ has not incurred any damage or that the damage is significantly lower.
- 3.13 Counterclaims of the supplier shall only entitle him to set-off and to assert a right of retention if they have been legally established or are undisputed. Furthermore, the supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship.
- 3.14 The occurrence of default of acceptance by Obsequ shall be governed by the statutory provisions. However, the supplier must also expressly offer his performance to Obsequ if a specific or determinable calendar time has been agreed for an action or cooperation by Obsequ (e.g. provision of material). If Obsequ is in default of acceptance, the supplier may claim compensation for its additional expenses in accordance with the statutory provisions (§ 304 German Civil Code (BGB)). If the contract relates to a non-representable item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if Obsequ is obliged to cooperate and is responsible for the failure to cooperate.
- 4. Transfer of risk**
- 4.1 The supplier shall bear the risk of accidental loss or accidental deterioration of the contractual products until their delivery in accordance with clause 3.3.
- 4.2 If the supplier is obliged to install or assemble the products at Obsequ's premises as well as to perform other services related to the success of the contract, the risk shall only pass to Obsequ upon acceptance.
- 5. Prices, payment**
- 5.1 The agreed prices are fixed prices. In the absence of any written agreement to the contrary, the price shall include the costs for packaging, shipping equipment and transport to the delivery address specified by Obsequ, transport insurance as well as customs duties and other public charges (DDP Incoterms® 2020 Obsequ's place of business). The statutory value added tax is included in the price, provided that it is applicable and the price has not been expressly designated as net price.
- 5.2 Invoices shall be submitted separately for each order or delivery call-off after complete delivery, completion of services and/or commissioning or, in case of performance-related services, after their acceptance.
- 5.3 The invoices must comply with the respective statutory provisions, in particular contain VAT identification number / tax number, delivery date, quantity and type of the invoiced contractual products. In addition, supplier number, delivery note number as well as number and date of the order shall be indicated. Invoices that do not meet these requirements shall be deemed not to have been received for lack of processing capability. The date of receipt of the new contractual invoice shall then be decisive for the start of the payment period.
- 5.4 Unless otherwise agreed, payments shall be made net within 30 days after complete, defect-free and timely delivery and receipt of a contractually compliant and verifiable invoice in accordance with clause 5.3. In the event of premature delivery of the contractual products, the payment period shall not commence until the agreed delivery date. Payments shall only be made to the supplier.
- 5.5 Obsequ shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. Obsequ is in particular entitled to withhold due payments as long as Obsequ is still entitled to claims from incomplete or delayed deliveries or the delivery of defective contractual products against the supplier.
- 5.6 Ownership of the contractual products shall pass to Obsequ free of encumbrances at the latest upon payment thereof. Obsequ shall remain authorized in the ordinary course of business to further process or resell the contractual products even before payment of the purchase price, with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
- 5.7 If Obsequ becomes aware of facts which put into question the supplier's ability to perform, Obsequ shall be entitled to demand a corresponding security from the supplier prior to the fulfillment of its payment obligations. If the supplier does not comply with such a demand of Obsequ within a reasonable period of time set by Obsequ, Obsequ shall be entitled to withdraw from the contract, if the supplier has been informed of this consequence in writing beforehand.
- 6. Warranties**
- 6.1 Obsequ's rights in case of material defects and defects of title of the contractual products (including wrong and short delivery as well as improper assembly, defective assembly, operating or instruction manuals) and in case of other breaches of duty by the supplier shall be governed by the statutory provisions, unless otherwise stipulated below.
- 6.2 In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the contractual products comply with the agreed subjective requirements and the objective requirements at the time of transfer of risk to Obsequ, that they comply with the latest state of the art as well as the regulations and guidelines of authorities, professional associations and trade associations in Germany and the European Union. In any case, those product descriptions which - in particular by designation or reference in the order of Obsequ - are subject matter of the respective contract or have been included in the contract in the same way as these Conditions of Purchase shall be deemed to be an agreement on the subjective requirement. It makes no difference whether the product description originates from Obsequ, from the supplier or from the manufacturer of the contractual products.
- 6.3 The supplier further warrants that the contractual products are fit for sale without restriction and comply with the provisions applicable in Germany and the European Union, in particular for the protection of the

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- environment and the safety of consumers. This includes in particular the following provisions: EU Directive 2002/95/EC ("RoHS Directive"), EU Directive 2006/1907/EC ("REACH Directive"), the Packaging Ordinance, the Battery Ordinance and the Electrical and Electronic Equipment Act. In this respect, the supplier shall be obliged to determine and comply with the respective current status of the directives and laws, in particular with regard to the substance restrictions.
- 6.4 If harmonized European regulations are relevant for a contractual product, the supplier shall carry out the conformity assessment procedure in accordance with the European directives and include the declaration of conformity in its technical documentation. If provided for therein, the delivery items shall additionally be marked with the CE mark.
- 6.5 The statutory provisions (§§ 377, 381 HGB) shall apply to the obligation to examine the goods and to give notice of defects, subject to the following provisions:
- 6.5.1 Obsequ shall, immediately after acceptance of the contractual products, insofar as this is feasible in the ordinary course of business, check whether the quantity and identity correspond to the order and whether there are any externally visible transport damages.
- 6.6 If a defect becomes apparent during these inspections or later, Obsequ shall notify the supplier thereof without undue delay, in the case of obvious defects within five (5) working days after the inspection and in the case of hidden defects within fourteen (14) working days after discovery, insofar as this is feasible in the ordinary course of business.
- 6.7 In the event of defects in the contractual products, Obsequ shall be entitled, without prejudice to the statutory claims for defects, to demand, at its own discretion, the rectification of the defect or the delivery of a defect-free contractual product from the supplier as subsequent performance. The supplier shall bear the expenses necessary for the purpose of subsequent performance.
- 6.8 If the supplier culpably fails to meet his obligation for subsequent performance within the reasonable period of time set by Obsequ, Obsequ shall also be entitled to carry out the necessary measures itself or to have them carried out by a third party at the expense and risk of the supplier. If, due to particular urgency and/or the otherwise expected unreasonably high damage in relation to the warranty obligation, it is no longer possible to inform the Supplier of the defect and the impending damage and to set him a deadline, albeit a short one, to remedy the situation, Obsequ shall be entitled to carry out this measure immediately and without prior consultation.
- 6.9 If the same defect occurs in 20% of the delivered contractual products of one batch, a so-called serial defect exists. In case of such a serial defect Obsequ's claims for defects shall refer to the entire batch of delivered contractual products.
- 6.10 The receipt of the contractual products as well as the processing, payment and reordering of contractual products which have not yet been recognized as defective and which have been notified shall not constitute an approval of a defect and a waiver of warranty claims by Obsequ.
- 6.11 Obsequ's approval of drawings, calculations or other technical documents of the supplier shall not affect its responsibility for defects and the liability for quality specifications or guarantees assumed by it.
- 6.12 Obsequ does not waive warranty claims by acceptance or approval of samples submitted.
- 6.13 Insofar as Obsequ is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
- 6.14 The limitation period for warranty claims shall be suspended for the period during which the contractual products do not remain in Obsequ's premises during the rectification of defects.
- 6.15 If the supplier fulfills his obligation of subsequent performance by replacement delivery, the limitation period shall start anew for the contractual products delivered as replacement after their acceptance.
- 6.16 Suppliers of contractual products requiring spare parts shall be obliged to supply Obsequ with any necessary spare parts and accessories for a further period of five years after the expiry of the limitation period.
- 7. Time limitations on claims**
- 7.1 The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 7.2 Notwithstanding § 438 para. 1 no. 3 German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the passing of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (Section 438 (1) No. 1 German Civil Code (BGB)) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.
- 7.3 The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as Obsequ is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
- 8. Supplier recourse**
- 8.1 Obsequ shall be entitled to the statutory claims for expenses and recourse within a supply chain (supplier recourse according to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) without limitation in addition to the claims for defects. Obsequ shall in particular be entitled to demand from the supplier exactly the type of supplementary performance (repair or replacement) which Obsequ owes its customers in the individual case; in the case of contractual products with digital elements or other digital content this shall also apply with regard to the provision of necessary updates. The statutory right of choice (§ 439 para. 1 BGB) shall not be restricted hereby.
- 8.2 Before Obsequ acknowledges or fulfills a claim for defects asserted by its customer (including reimbursement of expenses according to §§ 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 BGB), Obsequ shall notify the supplier and request a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by Obsequ shall be deemed to be owed to its customer. In this case the supplier shall be obliged to prove the contrary.
- 8.3 The claims from supplier recourse to which Obsequ is entitled shall also apply if the defective contractual products have been combined with another product or further processed in any other way by Obsequ, its customer or a third party, e.g. by installation, attachment or installation.

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9. product liability, insurance

- 9.1 The supplier shall indemnify Obsequ against all claims of third parties based on domestic or foreign product liability, which are attributable to a defect of the contractual product delivered by him, insofar as he is responsible for the product defect and the damage occurred according to the principles of product liability law and is liable himself in the external relationship. Further claims of Obsequ shall remain unaffected.
- 9.2 In the cases of clause 9.1 the supplier shall bear all costs and expenses, including the costs of any legal action. In particular, the supplier shall also reimburse Obsequ for such expenses resulting from or in connection with precautionary measures carried out by Obsequ against a claim arising from product liability, in particular a warning, replacement or recall campaign. Obsequ shall inform the supplier about the content and scope of the measures to be carried out, as far as possible and reasonable, and give him the opportunity to comment.
- 9.3 The Supplier shall insure itself against all risks arising from product liability including the risk of a warning and recall action in the amount of at least EUR 2,500,000 per liability case and shall prove this to Obsequ upon request by submitting its insurance policy. The supplier shall maintain the insurance coverage even after full performance of the mutual contractual obligations for a period of ten years after the last delivery to Obsequ.
- 9.4 Obsequ may demand that the supplier permanently marks the contractual products delivered by him, provided that this is possible for him with reasonable effort.

10. IP rights

- 10.1 The supplier grants Obsequ the non-exclusive, irrevocable right, unlimited in territory, time and content, to use the delivered contractual products for the contractual purpose, in particular to offer, advertise, market, integrate into other products, modify, process or carry out other redesigns, alone or in combination with other goods, as well as by affixing its own marks, and to distribute the delivered contractual products in the original or in modified, processed or redesigned form. Within the aforementioned scope Obsequ shall also be entitled to use the trademarks, copyrights, utility model rights and other industrial property rights of the supplier. Obsequ shall be entitled to grant sublicenses within the aforementioned scope.
- 10.2 The supplier warrants that the delivery and use of the contractual products does not infringe any patents, licenses, industrial property rights or other rights of third parties.
- 10.3 If Obsequ or its customers are held liable by a third party due to an infringement of such rights as a result of the delivery and use of the contractual products, the supplier shall be obliged to indemnify Obsequ or its customers from these claims, provided that the supplier is responsible for the breach of duty. The obligation to indemnify refers to all expenses incurred in connection with the claim.
- 10.4 If the contractual use of the contractual product is impaired by industrial property rights of third parties, the supplier shall, without prejudice to his other obligations, acquire at his own expense from the owner of the industrial property rights all rights which are necessary for the contractual use of the contractual products by Obsequ.
- 10.5 Further claims of Obsequ due to defects of title shall remain unaffected by the above provisions.

11. Force majeure

- 11.1 If Obsequ is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the contractual products, Obsequ shall be released from its obligation to perform for the duration of the impediment

as well as a reasonable start-up period, without being obliged to pay damages to the supplier. The same shall apply if Obsequ's performance of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances beyond Obsequ's control, in particular by labor disputes, official measures, pandemics, epidemics, energy shortages or significant operational disruptions.

- 11.2 Obsequ shall be entitled to withdraw from the contract in whole or in part if such an obstacle lasts for more than four months and the fulfillment of the contract is no longer of interest to Obsequ as a result of the obstacle. Upon request of the supplier Obsequ shall declare after the expiry of the period whether Obsequ will make use of its right of withdrawal or accept the contractual products within a reasonable period of time.

12. Liability of obsequ

Obsequ shall only be liable for slight negligence if material obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the contractual partner regularly relies and may rely, are breached. In the event of a breach of such obligations, Obsequ's liability shall be limited to such damages as may typically be expected to occur within the scope of the contract. Apart from that, liability for slight negligence is excluded. The aforementioned limitations of liability shall not apply to damages resulting from the breach of a warranty or from injury to life, body or health, in case of intent or gross negligence as well as mandatory statutory liability for product defects.

13. Secrecy, advertising

- 13.1 The supplier shall be obligated to maintain secrecy for an unlimited period of time with regard to all information which becomes accessible to him via Obsequ and which is designated as confidential or which is recognizable as business or trade secrets according to other circumstances, and to neither record nor pass on or utilize such information, unless required for the delivery to Obsequ. The supplier shall ensure by suitable contractual agreements with the employees and agents working for him that they also refrain for an unlimited period of time from any utilization, disclosure or unauthorized recording of such business and trade secrets.
- 13.2 The supplier may refer to the business relationship with Obsequ on illustrations, in brochures and advertising material only after Obsequ's written consent. The same shall apply to the use of Obsequ's trademarks and business designations.
- 13.3 If the supplier culpably violates the obligations under clause 13, he shall pay to Obsequ for each case of violation and depending on the severity of the violation a contractual penalty to be determined by Obsequ at its reasonable discretion, the amount of which shall in case of dispute be reviewed by the competent court as to its appropriateness and which shall be set off against any statutory damage. Further claims of Obsequ (in particular claims for damages or for injunctive relief) shall not be limited by the assertion of the contractual penalty.

14. Export control and customs

The supplier is obliged to inform Obsequ in its business documents about any licensing requirements in case of (re-)exports of the contractual products according to German, European, US export and customs regulations as well as the export and customs regulations of the country of origin. For this purpose, the Supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant contractual product items:

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- the export list number according to AL to the German Foreign Trade and Payments Regulation or comparable list items of relevant export lists,
- for US contract products, the ECCN (Export Control Classification Number),
- the commercial contract product origin of its goods and of the components of its goods, including technology and software,
- whether the goods were transported through the U.S., manufactured or stored in the U.S., or manufactured using U.S. technology
- the statistical contract product number (HS code) of the contract products, and
- a contact person at its company for clarification of any Obsequ queries.

Upon Obsequ's request, the supplier is obliged to provide Obsequ in writing with all further foreign trade data relating to the contractual products and their components, as well as to immediately inform Obsequ in writing of any changes to the aforementioned data.

shall be finally decided. The arbitral tribunal shall consist of three arbitrators. Unless otherwise agreed by the contracting parties, at least one of the sole arbitrators must be a lawyer. The arbitrators must speak the language of arbitration. The language of arbitration shall be German, unless the contracting parties have agreed on another language of arbitration. The seat of the arbitral tribunal shall be Stuttgart, Germany.

17. Final provisions

- 17.1 Transfer of the supplier's rights and obligations to third parties is only possible with the written consent of Obsequ.
- 17.2 The place of performance for all obligations that are to be performed by the supplier and Obsequ shall be Obsequ's place of business.

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15. Social responsibility and environmental protection

The supplier undertakes to comply with the respective regulations on environmental protection and occupational safety and to work to reduce sustainable impacts on people and the environment in its activities. In the event of its coming into force, the supplier shall also implement the requirements of the Supply Chain Act. To this end, the Supplier shall establish and further develop a management system in accordance with ISO 14001 within the scope of its capabilities. Furthermore, the supplier shall observe the principles of the UN Global Compact Initiative. These essentially relate to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available at www.unglobalcompact.org.

16. Governing law; place of jurisdiction

- 16.1 The legal relations between the supplier and Obsequ shall be governed by the laws of the Federal Republic of Germany.
- 16.2 Where the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies in international business transactions, i.e. to dealings with customers outside the Federal Republic of Germany, questions concerning matters that are not dealt with in the Convention or that cannot be settled in accordance with its guidelines must be decided upon in accordance with the laws of the Federal Republic of Germany. This does not apply to the provisions regarding recourse to suppliers set out in sections 478, 479 of the German Civil Code (BGB), which do not apply in international business transactions.
- 16.3 The exclusive place of jurisdiction for all claims arising from the business relationship shall be the registered office of Obsequ. Obsequ shall also be entitled to bring an action at the registered office of the supplier as well as at any other admissible place of jurisdiction.
- 16.4 In international business transactions, the contracting parties shall have the choice for all legal disputes arising from or in connection with this contract and its execution between recourse to the ordinary courts or recourse to arbitration.
- 16.5 If the contracting parties invoke the ordinary courts, clause 16.3 shall apply accordingly.
- 16.6 If the contracting parties call upon the arbitral tribunal, all disputes arising from or in connection with the present contract shall be finally settled in accordance with the Arbitration Rules of the German Institute of Arbitration (Deutsches Institut für Schiedsgerichtsbarkeit e.V.). (DIS)