

General Terms and Conditions of Purchase of Spiraltec GmbH

1. These General Terms and Conditions of Purchase shall apply only to entrepreneurs in the exercise of their commercial or self-employed professional activity and to legal entities under public law. They shall apply to all business transactions between Spiraltec GmbH (hereinafter "**Spiraltec**") and the Supplier, even if reference is not made hereto in subsequent agreements. They apply to both work and services. In place of delivery of the delivered products, in delivery consisting of work, acceptance takes place upon approval of that work and for services upon receipt of the services.
 2. Conditions of the Supplier that conflict with, supplement or deviate from these General Terms and Conditions of Purchase shall not become part of the contract, unless Spiraltec would have agreed, in writing, to their validity. These General Terms and Conditions of Purchase also apply if Spiraltec unconditionally accepts a delivery from the Supplier, in full knowledge of its conflicting, supplementary or deviating conditions.
 3. Agreements between Spiraltec and the Supplier in execution of the contract that contain provisions that conflict, supplement or deviate from these General Terms and Conditions of Purchase, must be made in writing. This also applies to the annulment of this written form requirement.
 4. Rights to which Spiraltec is entitled under statutory rules or other agreements going beyond the provisions of these General Terms and Conditions of Purchase remain unaffected.
2. **Conclusion of the Contract and Contractual Amendments, Performance of the Contract**
 1. Offers, designs, plans, cost estimates, samples, and patterns of the Supplier are free of charge for Spiraltec, unless otherwise agreed. On demand by Spiraltec they are to be taken back by the Supplier immediately and at its own expense.
 2. An order is binding only if it was placed by Spiraltec in writing or - in the case of an oral order - it is properly confirmed by the Supplier, in writing. An order placed with the assistance of automatic facilities without a signature or name shall be deemed to be written. Orders that evidently contain errors, typing errors or miscalculations shall not be binding on Spiraltec.
 3. Without delay but no later than one week from receipt of the order, the Supplier must issue a written order confirmation explicitly stating the price and delivery time. Deviations between the order confirmation and the order are deemed agreed only once they have been confirmed, in writing, by Spiraltec. This applies in the same way to subsequent contractual amendments.
 4. Order confirmations, dispatch notices, consignment notes, delivery notes, invoices and other written documentation from the Supplier must state the order information, in particular order number, order date and Supplier number.
 5. Silence on Spiraltec's part in response to offers, requests or other declarations by the Supplier shall be deemed to constitute consent if this has been agreed, in writing, in advance. If, when implementing a contract, any deviations from the originally agreed specifications are necessary or expedient, the Supplier must notify Spiraltec without delay and in writing and to submit proposed amendments. Spiraltec will notify the Supplier whether and which amendments the Supplier should make to the original order. Spiraltec is entitled at any time, in particular with respect to the composition of the products, to amend the order. In these cases, the Supplier is to be provided with an appropriate period within which to make the necessary amendments to production. If these amendments result in additional costs for the Supplier, the contracting parties shall negotiate a corresponding adjustment to the price agreed. If, within eight weeks of written request for negotiation, it is not possible to reach agreement on an adjustment to the price, Spiraltec is entitled to terminate the contract without the need to observe any notice period.
 6. Spiraltec reserves all ownership, copyright and other proprietary rights in all documents. Such documents may be used only for the production based on the order by Spiraltec and are not permitted to be disclosed to third parties without Spiraltec's prior written consent. The Supplier shall upon request by Spiraltec immediately provide all documents to Spiraltec provided these are no longer needed in the ordinary course of business. The same applies in particular to all Spiraltec's designs, samples, specimens and models.
 7. Prior to conclusion of the contract, the Supplier must notify Spiraltec in writing, if under the rules in the Federal Republic of Germany the products ordered are subject to export controls or other restrictions on marketability. In the case of incorrect information, especially in the case of failure to provide information, or the provision of incorrect, incomplete or inaccurate information, Spiraltec is entitled, on fruilless expiry of a deadline set by it and without consideration of any fault on the part of the Supplier, to withdraw from the contract. Further claims of Spiraltec remain unaffected.
 8. If the Supplier's financial circumstances deteriorate substantially or if the justified application for the initiation of insolvency proceedings or comparable proceedings in respect of the Supplier's assets is rejected due to lack of assets, Spiraltec is entitled to rescind the contract, in whole or in part.
 3. **Packaging, Shipping and Transport, Delivery and Acquisition of Ownership**
 1. The Supplier must comply with the specifications of Spiraltec concerning the delivery of the products, in particular the applicable transport, packaging and delivery instructions. Delivery must be made in packaging that corresponds to the type of product. In particular, the products are to be packaged such as to prevent transport damage. Packaging materials are to be used only to the extent required. In particular, the Supplier must mark the packaging stating the delivery volume, the article and material numbers, the delivery quantity, date of manufacture and the order data, in particular the order number, order date and Supplier number.
 2. All deliveries must be accompanied by a delivery note stating the delivery volume, the article and material numbers, the delivery quantity, the date of manufacture and the order data, in particular the order number, order date and Supplier number, in a single copy.
 3. When delivering the products, the Supplier must also comply with the Hazardous Substances Ordinance (*Verordnung zum Schutz vor Gefahrstoffen: GefStoffV*), in particular packaging and labelling the products accordingly and expressly stating any dangerous substances in the delivery note.
 4. Dispatch of the products is to be notified to Spiraltec immediately.
 5. The Supplier is required to take out transport insurance and, on Spiraltec's request, to provide proof of such insurance, in writing and without delay.
 6. Deliveries may be made only on working days within the standard working hours. The Supplier shall release Spiraltec from all third-party claims based on deliveries being made outside these times, unless the Supplier is not responsible for the delivery outside of standard business hours.
 7. Ownership of the products passes to Spiraltec immediately upon transfer, directly and free from encumbrances. The Supplier warrants that it is authorised to resell and transfer ownership.
 4. **Delivery Time**
 1. The delivery times (delivery periods or delivery dates) stipulated in the order or agreed otherwise are binding. The delivery periods begin with receipt of the order. The products must have been received at the delivery address stated by Spiraltec within the delivery period or on the agreed delivery date.
 2. If it is evident to the Supplier that the delivery time cannot be complied with, it must notify Spiraltec immediately and in writing, stating the reasons for and the expected duration of the delay.
 3. In the event of delay by the Supplier, Spiraltec is entitled to demand a contractual penalty of 0.5% of the net order value for each commenced week of delay, but no more than 5% of the net order value, unless the Supplier is not responsible for the delay in delivery. Spiraltec must assert the contractual penalty no later than at the time of the final payment. Instances of force majeure are excluded. Further claims of Spiraltec remain unaffected, with deduction of the contractual penalty from damage claims. Spiraltec's delivery claim is excluded only if the Supplier on Spiraltec's request provides compensation instead of delivery. The acceptance of delayed delivery does not constitute a waiver of compensation claims or the contractual penalty.
 4. Delivery prior to the agreed delivery date (hereinafter "**early delivery**") is permissible only with the prior written consent of Spiraltec. In cases of early delivery without prior written consent of Spiraltec, Spiraltec is entitled, to store products delivered early at the Supplier's cost or to return them at the Supplier's cost, unless the early delivery is insignificant or the Supplier is not responsible for the early delivery.
 5. **Prices and Payment**
 1. The price stated in the order is binding. In the absence of any written agreement to the contrary, the price is "*free point of use*" and includes, in particular, the costs of packaging, delivery (including delivery equipment), transport and insurance to the delivery address stated by Spiraltec, as well as customs duties and other public charges. VAT at the statutory rate is included in the price, unless it is expressly stated to be a net price. If shipping and transport costs are not included in the price in individual cases, and the assumption of shipping and transport costs by Spiraltec has been agreed by Spiraltec this shall apply only for the cost of the least expensive method of shipping and transport, even if faster carriage would be required in order to comply with the agreed delivery periods or delivery times.
 2. If delivery ex VAT is an option, the Supplier must furnish the necessary evidence, provided such evidence is within his sphere of responsibility. For deliveries within the European Union, the Supplier must voluntarily state its VAT-ID No., provide evidence of his status as an entrepreneur and to assist in accounting and documentary export certificates.
 3. Spiraltec shall receive a single copy of the Supplier's invoice. It may not be enclosed with the delivery, and must instead be sent separately. Invoices without an order number, order date or Supplier number will be deemed not received, as they cannot be processed.
 4. Payment will be made following acceptance of the products and receipt of the invoice with a 3% discount within 14 days, with 2% discount within 21 days or net within 30 days. Payments are made only to the Supplier and subject to review of the invoice. Spiraltec is entitled to remit payment at its discretion also by cheque or bank transfer. In the case of defective delivery, Spiraltec is entitled to withhold payment until proper performance, without forfeiting any discounts, deductions or similar price reductions. The payment period begins upon complete rectification of all defects. In the event of premature delivery of the products, the payment period starts at the earliest on expiry of the delivery period or at the agreed delivery date. If the Supplier is required to provide material tests, test reports, quality documents or other documents, the acceptance of the products triggers the payment period only if and when Spiraltec is also provided with all documentation owed.
 6. **Transfer of Risk**
 1. The Supplier bears the risk of the accidental loss or deterioration of the products until such time as these are handed over to Spiraltec.
 2. If the Supplier is required to assemble or install the products at Spiraltec's premises, the risk of accidental loss and accidental deterioration of the products passes to Spiraltec only upon assembly or installation of the products. This also applies if Spiraltec assumed certain services, such as transport costs.
 7. **Warranty, Claims for Defects and Guarantees**
 1. The Supplier warrants that the supplied products comply with the agreed specifications, approved models and the applicable legal provisions, as well as the guidelines and directives of authorities, professional associations and trade associations, and also the relevant DIN specifications.
 2. In particular, the Supplier warrants that the supplied products comply with EC Regulation 1907/2006 (REACH). The Supplier complies with all reporting, licensing, registration and approval obligations under this Regulation. If, as a result of improper fulfilment of such obligations by the Supplier, obligations remain for Spiraltec, the Supplier shall on first request indemnify Spiraltec against the costs incurred in this connection, unless the Supplier is not responsible for the improper fulfilment of obligations. The Supplier is required to fulfil the labelling and information duties applicable to the supplied products properly, completely and on time without further requirements. Furthermore, the Supplier will without being asked provide Spiraltec with the safety data sheets pursuant to EC Regulation 1907/2006 (REACH) prior to the first delivery. This information constitutes a material characteristic of the purchase item. Furthermore, the Supplier warrants that it complies with the requirements set forth in EU Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Restriction of Hazardous Substances - RoHS) and Directive 2012/19/EU on waste from electric and electronic equipment (Waste from Electric and Electronic Equipment - WEEE) as well as the requirements under national implementing legislation, in particular the Ordinance on the Restriction of Use of Hazardous Substances in Electric and Electronic Devices (*Elektro- und Elektronikgeräte-Stoff-Verordnung - ElektroStoffV*) and the Act Governing the Sale, Return and Environmentally Sound Disposal of Electric and Electronic Equipment (*ElektroG*). The RoHS-conformity of the contractual products must be stated in writing by the Supplier to Spiraltec prior to the first delivery, the packaging must be labelled accordingly and the delivery note must confirm RoHS-conformity with the words "RoHS-konform/RoHS-compliant". The Supplier warrants that no conflict resources, i.e. minerals suspected that the profit from their extraction is used to finance armed groups or conflicts, in particular tin, tantalum, tungsten and derivatives thereof, as well as gold from the Democratic Republic of Congo (DRC) or neighbouring states were used in the manufacture of the supplied products. The supplier ensures that the materials used are conflict-free by using only minerals supplied by demonstrably certified smelting plants and procuring from its suppliers only products that verifiably do not contain conflict resources. At Spiraltec's request, the Supplier will without delay verify by means of appropriate documentary evidence that the products to be supplied contain only conflict-free minerals, specifically, that minerals are from certified smelting operations.

3. The Supplier warrants that the products have been tested in line with the requirements of the applicable EU Directives and Safety Regulations and that all products supplied have been tested. The Supplier must provide Spiraltec with a legally binding signed conformity declaration (CE declaration) and a Certificate of Origin for the products prior to the first delivery. The Supplier must without being asked notify Spiraltec without delay and in writing if the information provided in the declaration of conformity or the certificate of origin no longer apply to the products.
4. Existing substance prohibitions resulting from the applicable rules for the placing on the market of the products in Germany or in the destination country that has been notified to the Supplier must be observed by the Supplier.
5. The Supplier is required to declare the substances contained in the products (stating CAS numbers and percentage weight in homogeneous materials) if these substances are listed in one of the following regulations: Chemicals Prohibition Ordinance (implementing Directive 76/779/EEA and the relevant amendments), Electric and Electronical Devices Act (implementing Directive 2002/95/EC and Directive 2002/96/EC), CFC-Halon Prohibition Ordinance (implementing Regulation (EC) 2037/2000), as well as the ceramic fibres regulation.
6. The Supplier is required at Spiraltec's request without delay to provide a written declaration concerning compliance with the requirements set forth in this provision. The Supplier shall on first request release Spiraltec from all third-party claims based on the breach of the foregoing warranties asserted against Spiraltec or its customers, unless the Supplier is not responsible for the breach of the warranty. Spiraltec must be notified immediately and in writing of any misgivings the Supplier has concerning the order requirements stipulated by Spiraltec.
7. Spiraltec must notify the Supplier of evident defects immediately upon delivery of the products and hidden defects immediately upon the identification thereof. Notice is considered immediate if it is provided within two weeks of delivery for evident defects and within two weeks of discovery for hidden defects. For shipments that are composed of a large number of the same product, Spiraltec must inspect an appropriate number of the supplied products for defects. If such inspection renders the products unsuitable for sale, the volume to be inspected shall be reduced by a reasonable amount. If individual random samples within a delivery are defective, Spiraltec can at its discretion demand that the Supplier sorts out the defective items or assert claims for defects with respect to the entire delivery in accordance with the statutory provisions. If, as a result of defects in the products, tests going beyond the scope of standard incoming inspection are necessary, the Supplier shall bear the costs of such tests. In the case of delay or loss of the notification, timely dispatch is sufficient.
8. If Spiraltec and the Supplier are in an ongoing supply relationship, the Supplier is required to implement an appropriate quality management system and to manufacture and inspect the products to be supplied in accordance with this quality management system. If the Supplier obtains any production or testing equipment, software, services, material or other supplies from sub-contractors for use in its manufacturing or for its quality assurance of the product, it will integrate said sub-contractors by contractual agreements into its quality management system or itself ensure the quality of the supplies. In particular, the Supplier will carry out its own materials testing. The Supplier shall keep records of the performance of quality assurance measures and properly keep these records, as well as any samples of the products to be supplied. It shall to the extent necessary grant Spiraltec access and insight, explain the records and provide copies of the records, as well as any samples. Spiraltec shall without delay upon acceptance of the products, insofar as this is feasible in the ordinary course of business, inspect whether they comply with the number of units ordered and the type ordered and whether there is any evident transport damage. If a defect is identified in the course of these inspections or later, Spiraltec must notify the Supplier within two weeks of the inspection or upon discovery. There will be no further incoming goods inspection.
9. If due to defects the supplied products are not marketable under the applicable legal provisions or are to be properly disposed of by Spiraltec, Spiraltec is entitled to carry out such disposal at the expense of the Supplier, unless the Supplier is not responsible for the defects.
10. In the event of defects in the products, Spiraltec is entitled, without prejudice to the statutory claims based on defects, at its own discretion to require immediate subsequent performance in the form of the rectification of the defects or the supply of defect-free products by the Supplier. The Supplier must bear the costs incurred in the course of subsequent performance. This also applies if, in line with their intended use, the products were brought following delivery to a location other than the delivery address stipulated by Spiraltec. If the Supplier fails to fulfil its duty to render subsequent performance within a reasonable period specified by Spiraltec, Spiraltec can itself carry out the necessary measures or have them carried out by a third party at the cost and at the risk of the Supplier, unless the Supplier is not responsible for the absence of the performance owed upon expiry of the subsequent period. The setting of a deadline is unnecessary in particular if the Supplier refuses both forms of subsequent performance or if the subsequent performance failed or is unreasonable for Spiraltec. Subsequent performance is unreasonable for Spiraltec in particular if Spiraltec has already delivered the defective products to third parties. In addition, Spiraltec is not required to set a deadline if the Supplier seriously and categorically refuses performance or if there are special circumstances which, giving due consideration to the interests of all those involved, justify the immediate assertion of claims for defects. Special circumstances exist in particular in urgent cases in which subsequent performance by the Supplier will in all likelihood not resolve the impending disadvantage for Spiraltec. In the event that there is no need for Spiraltec to set a deadline, Spiraltec is entitled to perform the necessary measures at the cost and at the risk of the Supplier, even if a reasonable subsequent deadline has not expired, provided Spiraltec notifies the Supplier accordingly. Further claims of Spiraltec remain unaffected.
11. The acceptance of products as well as the processing, payment for and re-ordering of products not yet identified and notified as being defective do not constitute approval of the delivery, nor a waiver of claims for defects by Spiraltec.
12. The limitation period for claims for defects of Spiraltec is 36 months from the date of delivery of the products. This does not apply if the Supplier fraudulently concealed the defect. If the defective products have been used for a building in accordance with their normal use and have caused its defectiveness or if a defect of a building is in question, the limitation period shall be five years. For defects notified by Spiraltec within the limitation period, the warranty claims shall become statute-barred at the earliest six months after the notification has been lodged.
13. Suppliers of products requiring spare parts are obliged to supply Spiraltec for a period of a further ten years after expiry of the limitation period with the necessary spare parts and accessories as well as tools at the previous prices plus compensation for the depreciation of money.
14. This does not affect the statutory provisions applicable when there is a sale of consumer goods ("*Verbrauchsgüterkauf*" in the sense of German law) at the end of the supply chain.
15. Further guarantees of the Supplier shall remain unaffected.

8. Product Liability

1. The Supplier is required to indemnify Spiraltec against third-party claims under national or foreign product liability legislation, unless it is not responsible for the product defect pursuant to product liability law principles. Further claims of Spiraltec remain unaffected.
2. In the context of this indemnification obligation, the Supplier must, in particular, reimburse to Spiraltec any expenses that are incurred under or in connection with a warning, exchange, or product-recall measures carried out by Spiraltec. Spiraltec will, to the extent possible and reasonable, notify the Supplier of the content and scope of measures to be implemented and give it the opportunity to respond. The Supplier must support Spiraltec to the best of its ability in the measures to be implemented and take all reasonable measures ordered by Spiraltec.
3. The Supplier is required to take out and maintain extended product liability and recall insurance with worldwide cover and coverage appropriate for the products of at least € 3 million per individual person and at least € 5 million per instance of damage to property. The Supplier already now assigns the claims under extended product liability and recall insurance, together with all ancillary rights, to Spiraltec. Spiraltec hereby accepts the assignment. If, pursuant to the insurance contract, assignment is not permissible, the Supplier hereby instructs the insurer to make any payments only to Spiraltec. Further claims of Spiraltec remain unaffected by this. The Supplier must on request provide Spiraltec proof of the conclusion and existence of the extended product liability and recall insurance. The Supplier shall refrain from any and all actions and omissions that could jeopardise the insurance protection.
4. If the Supplier fails to properly fulfil the agreed obligation pursuant to subsection 3, Spiraltec is entitled, but under no obligation, to conclude extended product liability and recall insurance at the Supplier's expense.

9. Third-Party IP Rights

1. The Supplier warrants that the delivery and use of the products does not violate any national or international patents, utility models, licenses or other IP or copyrights of third parties. This does not apply if the products were developed by Spiraltec.
2. If action is taken by a third party against Spiraltec or its customers due to the delivery and use of the products based on a breach of proprietary rights, the Supplier is required to indemnify Spiraltec against such claims. The indemnification obligation applies to all expenses incurred by Spiraltec in connection with the legal action. In particular, Spiraltec is entitled at the Supplier's expense to acquire approval for the use of the products from the third party. The indemnification obligation does not apply if the Supplier is not responsible for the violation of third-party rights.

10. Force Majeure

1. If Spiraltec is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the products, Spiraltec shall for the duration of such impediment and for a reasonable start-up time, be released from its performance obligations, without being liable to pay compensation to the Supplier. The same applies if, as a result of unforeseeable circumstances beyond its control, in particular, industrial action, official measures, energy shortages or significant disruptions, render performance is unreasonably hampered or temporarily impossible for Spiraltec. Spiraltec is entitled to refuse to accept the products if such circumstances preclude the sale of the products as a result of lower demand. This also applies if such circumstances occur at a time at which Spiraltec is in default of acceptance.
2. Spiraltec is entitled to withdraw from the contract if such impediment lasts for more than four months and as a result of the impediment Spiraltec no longer has any interest in performing the contract. On request by the Supplier, Spiraltec will declare on expiry of the deadline whether it intends to make use of its right of withdrawal or whether it will accept the products within a reasonable period.

11. Provision of Materials

1. If Spiraltec provides the Supplier with materials (hereinafter "**materials provided**"), the Supplier is required to collect from Spiraltec such materials provided at its own expense and at its own risk.
2. The Supplier does not have the right to pledge the materials provided, to assign the same as security or to make other disposals that could jeopardise Spiraltec's ownership rights. In the case of seizures or other third party interventions, the Supplier must notify Spiraltec immediately and in writing and provide all necessary information, inform the third party of Spiraltec's ownership rights and cooperate in the measures taken by Spiraltec to protect the materials provided. If the third party is not able to reimburse to Spiraltec the judicial and extrajudicial costs for the assertion of Spiraltec's ownership rights, the Supplier is under an obligation to compensate Spiraltec for the resulting loss, unless the Supplier is not responsible for the third-party intervention on the materials provided.
3. The Supplier is under an obligation to handle and store the materials provided with due care. It must at its own expense insure the materials provided at replacement value against fire, flood and theft. As per today, it assigns to Spiraltec all compensation claims under such insurance. Spiraltec hereby accepts the assignment. If such assignment is not permissible under the insurance contract, the Supplier hereby instructs the insurer to make any payments only to Spiraltec. This does not affect any statutory claims of Spiraltec going above and beyond this. The Supplier must on request by Spiraltec furnish evidence of the conclusion and maintenance of the insurance. If the Supplier fails to duly fulfil its obligations under sentences 2 to 4, Spiraltec is entitled, but under no obligation, to take out equivalent insurance at the Supplier's cost.
4. In the event of the processing or remodeling by the Supplier of the materials provided, this is at all times carried out on Spiraltec's behalf. Spiraltec's ownership of the materials provided continues in the processed or remodeled item. If the materials provided are processed or remodeled together with other items that are not owned by the Supplier, Spiraltec acquires co-ownership in the new item proportional to the value of the materials provided to the other processed items at the time of the processing or remodelling. The same applies if the materials provided are combined or mixed with other items not belonging to the Supplier such that Spiraltec loses full ownership. The Supplier keeps safe the new items for Spiraltec. In addition, the items created by processing or remodelling as well as connection or mixing are subject to the same provisions as the materials provided.
5. At Spiraltec's request, the Supplier will compile inventory lists of the materials provided held by the Supplier.
6. The Supplier is permitted to use the provided materials solely for the manufacture and supply of the ordered products or as otherwise stipulated by Spiraltec.
7. Products that the Supplier manufactures in whole or in part in accordance with Spiraltec's specifications or using the materials provided by Spiraltec are permitted to be used by the Supplier itself or offered, supplied or otherwise made available to third parties only with the prior written consent of Spiraltec. This also applies to products justifiably not accepted by Spiraltec. In the event of any breach of this provision, the Supplier must pay Spiraltec a contractual penalty in the amount of the value of the products concerned, plus 10 % of the net value, unless the Supplier is not responsible for the breach. This does not affect any claims of Spiraltec going above and beyond this.
8. The Supplier is required to compensate Spiraltec for damage resulting from the loss, destruction or other damage to the materials provided, unless the Supplier is not responsible for the loss, destruction or other damage to the materials provided. The Supplier must without delay and in writing notify Spiraltec of the loss, destruction or other damage.
9. The Supplier is required on termination of the relevant contract without delay to return the materials provided to Spiraltec. This applies in the same way if the provision of the materials provided is no longer necessary. The return transportation to Spiraltec is carried out at the expense and at the risk of the Supplier. The Supplier is required to compensate

Spiraltec for wear and tear or other deterioration in the materials provided going above and beyond natural wear and tear, unless the Supplier is not responsible for such wear and tear or other deterioration going above and beyond natural wear and tear.

12. Liability of Spiraltec

1. Spiraltec is liable without restriction for damage relating to the breach of a guarantee or damage to life, limb or health. The same applies to intentional acts and gross negligence or if Spiraltec assumed a procurement risk. Spiraltec is liable for slight negligence only if material contractual duties were breached which are inherent to the nature of the contract and are of particular importance for the attainment of the contractual purpose. In the case of the breach of such obligations, in instances of default and frustration, Spiraltec's liability is limited to damage typically foreseeable in the context of the contract. Mandatory statutory liability for product liability remains unaffected.
2. If Spiraltec's liability is excluded or limited, this shall also apply to the personal liability of its employees, staff, representatives and vicarious agents of Spiraltec.

13. Confidentiality

1. For the duration of five years from delivery, the parties are required to maintain strict confidentiality with respect to all information to which they become privy and which is designated confidential or can be identified as business or trade secrets based on other circumstances and, unless necessary in the course of the business dealings between the parties, not to record, disclose or utilise this information.
2. The confidentiality obligation does not apply if the information was demonstrably already known to the receiving party prior to commencement of the contractual relationship or was generally known or publicly available prior to commencement of the contractual relationship or, through no fault on the part of the recipient, becomes generally known or publicly accessible. The burden of proof is borne by the recipient.
3. The parties shall ensure by means of suitable contractual agreements with the employees and agents acting on their behalf, in particular with freelance staff, plants and service providers, that for five years from delivery they too refrain from any and all personal use, disclosure or unauthorised recording of such business and trade secrets.

14. Data Protection

1. The parties mutually undertake to comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to impose compliance with these provisions on their employees.
2. The parties process the personal data received (names and contact details of the respective contact persons) exclusively for the fulfillment of the contract and will secure them by technical security measures adapted to the current state of the art (Art. 32 GDPR). The parties undertake to delete the personal data as soon as their processing is no longer necessary. Any statutory storage obligations shall remain unaffected.
3. Should Spiraltec in the context of the contract process personal data in order of and for the Supplier, the parties will conclude an agreement on the order processing pursuant to Art. 28 GDPR.

15. Final Provisions

1. The Supplier is entitled to transfer rights and duties to third parties or to have part of an order or material parts of an order carried out by third parties only with Spiraltec's prior written consent.
2. Counterclaims of the Supplier entitle it to set-off only if these have been legally determined or are uncontested. The Supplier can assert a retention right only if its counterclaim is based on the same contractual relationship.
3. Sub-contractors of the Supplier are deemed to be its vicarious agents. They are to be notified to Spiraltec on request, without delay and in writing.
4. The legal relationship between the Supplier and Spiraltec is governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
5. The exclusive place of jurisdiction for all disputes relating to the business dealings between the Supplier and Spiraltec is Spiraltec's registered seat. Spiraltec is also entitled to file suit at the seat of the Supplier and at any other permissible place of jurisdiction. Any arbitration clauses are hereby rejected.
6. The place of performance for the delivery and subsequent performance obligations of the Supplier is the delivery address stated by Spiraltec. Otherwise, the place of performance for all services of the Supplier and Spiraltec is the seat of Spiraltec, unless otherwise agreed, in writing.
7. The contractual language is English.
8. Should any provision of these General Terms and Conditions of Purchase be invalid or unenforceable, in whole or in part, or if there proves to be an omission in these General Terms and Conditions of Purchase, this shall not affect the validity of the remainder of the provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision is deemed agreed that comes as close as possible to fulfilling the purpose of the invalid or unenforceable provision. In the event of an omission, the provision is deemed agreed that corresponds to what would have been agreed, in view of the purpose of these General Terms and Conditions of Purchase, had the parties considered the matter from the outset.