

Version F  
As of July 2026

## General Terms and Conditions for the Supply of Machinery, Systems, Tools, Services, Software and Spare Parts

### I. Scope of Application, Deviating Terms and Conditions of the Purchaser

1. These General Terms and Conditions ("Terms of Delivery") of OTTO BIHLER Maschinenfabrik GmbH & Co. KG ("Supplier") for the supply of machinery, systems (hereinafter collectively also referred to as "Machinery Business"), tools, software and spare parts, as well as the provision of services (hereinafter collectively also referred to as the "Service Business") apply to all contractual Documents and agreements relating to deliveries and services concerning machinery, systems, tools, services, software and spare parts (hereinafter collectively also referred to as "Goods" or "Delivery Item") between the Supplier and the Purchaser.
2. These Terms of Delivery apply exclusively. Any conflicting or deviating terms and conditions of the Purchaser shall not be recognised, unless the Supplier has expressly agreed to them in writing in individual cases.
3. In the case of an ongoing business relationship, these Terms of Delivery shall also apply to all future contracts between the Supplier and the Purchaser concerning the delivery of Goods, even if no express reference has been made to these Terms of Delivery.

### II. Quotation, Order, Conclusion of Contract, Documentation, Technical Changes and Extensions

1. Quotations from the Supplier are subject to change without notice, unless they are expressly designated as binding in writing.
2. In the case of machinery and parts for which the Supplier cannot guarantee the supply of spare parts or repairs due to availability issues ("Discontinued Parts"), the Supplier shall indicate the Discontinued Parts in the quotation. Where a discontinuation occurs only after the Supplier has submitted the offer, but before or after the Purchaser places the order and before the Supplier accepts it, the Supplier shall inform the Purchaser, prior to confirming the order and thus prior to the conclusion of the contract, that the contract to be concluded contains Discontinued Parts.
3. If a discontinuation occurs only after the conclusion of the contract, the Supplier shall inform the Purchaser as early as possible so that the Purchaser can stock up on spare parts as far as possible.
4. In the Machinery Business, the contract shall be concluded, subject to any other agreement, upon the Supplier's written confirmation of the order received from the Purchaser (hereinafter also referred to as the "Order Confirmation"), but at the latest upon delivery of the Goods. For the conclusion of a contract relating to Service Business, written form shall suffice in each case.
5. The Documents forming part of the quotation, such as the scope of services, feasibility, documentation, technical data, cost estimates, calculations and drawings ("Documents"), are only approximate and not binding unless expressly designated as such. In particular, they do not constitute a guarantee of quality or a warranted characteristic and may be adapted or further developed in the course of further project work.

6. The Supplier reserves all ownership, copyright and other intellectual property rights in all Documents in any form. The Documents provided to the Purchaser by the Supplier may not be reproduced or made available to third parties without the Supplier's express written consent. The Supplier undertakes to make Documents designated as confidential by the Purchaser or which are recognisably confidential available to third parties only with the Purchaser's consent.
7. Any technical modifications or enhancements to the Goods to be supplied made at the Purchaser's request after the contract has been concluded, which result in additional costs and/or a delay in the delivery date, shall require a supplementary order from the Purchaser and confirmation of this supplementary order by the Supplier, both in writing. The Supplier shall provide the Purchaser with a cost estimate for the additional costs and inform the Purchaser of the impact on the delivery time as soon as this is foreseeable.
8. In the case of the supply of software, a separate contract for the provision of software and services must also be concluded.

### **III. Prices, price changes, payment, the Purchaser's right of retention and set-off, interest on arrears, default of payment, deterioration of financial circumstances**

1. Unless expressly agreed otherwise, prices are ex works, including loading at the works, but excluding packaging, dispatch/transport, unloading, assembly, installation and commissioning at the Purchaser's premises, and are subject to the applicable statutory value added tax. Prices for spare parts are always exclusive of assembly at the Purchaser's premises.
2. Assembly by the Supplier's service technicians shall be invoiced on the basis of a separate quotation, as specified separately in the contract, or on a time-and-materials basis in accordance with the applicable "Terms and Conditions for Technical Purchaser Service". Where supporting work or aids are required on the part of the Purchaser, the Supplier shall inform the Purchaser of this prior to the conclusion of the contract. The Purchaser shall bear the corresponding costs for the deployment of personnel and machinery themselves.
3. Unless otherwise agreed, the prices stated in the Order Confirmation shall be deemed fixed prices until the agreed delivery date. If no express fixed-price agreement has been made and delivery takes place more than four months after the conclusion of the contract, the Supplier shall be entitled to adjust the prices appropriately to reflect changes in wages, salaries, raw material and energy prices, and material and production costs that have occurred in the meantime.
4. Unless otherwise agreed, payments shall be made without deduction to the Supplier's place of payment upon invoicing:
  - a. For machines without tools and for standard products:
    - i. 40% of the order value upon receipt of the Order Confirmation by the Purchaser,
    - ii. 50% of the order value upon delivery of the machinery,
    - iii. 10% of the order value upon completion of the Site Acceptance Test (SAT)
  - b. For machines with tooling (systems):
    - i. 30% upon receipt of the Order Confirmation by the Purchaser,
    - ii. 40% upon design approval
    - iii. 20% upon completion of the Factory Acceptance Test (FAT)
    - iv. 10% upon completion of the Site Acceptance Test (SAT).
  - c. For spare parts and services: payment on delivery.
5. The Purchaser may only assert a right of retention in respect of the Supplier's delivery or service if this is based on undisputed or legally established claims arising from the same contractual relationship. Set-off is only permitted against such counterclaims.
6. In the event of late payment, the Supplier shall be entitled to charge interest on arrears at a rate of 9 percentage points above the relevant base rate. This shall not affect the right to claim further damages.

7. If, after conclusion of the contract, it becomes apparent to the Supplier that its claim for consideration is at risk due to the Purchaser's inability to pay, the Supplier may demand the provision of suitable security.
8. If the Purchaser defaults on payment and fails to pay within a reasonable grace period set by the Supplier, or is in default of payment, or if an application is made to open insolvency proceedings against their assets, the Supplier is entitled to withdraw from the contract, charging for expenses already incurred and loss of profit. Further statutory rights remain unaffected by this.
9. The provisions in Clause III.8 shall apply mutatis mutandis if, during the period of the reasonable grace period, an application is made to open insolvency proceedings in respect of the Purchaser's assets.

#### **IV. Delivery periods/dates, acceptance, partial deliveries/services, force majeure, delay in delivery, default of acceptance, obligations of the Purchaser**

1. The delivery period shall commence upon conclusion of the contract in accordance with Clause II.4, but not before the provision of any Documents, approvals and clearances to be procured by the Purchaser in accordance with the quotation, nor before receipt of any down payment agreed in the contract. If a specific delivery date is stated in the Order Confirmation, this shall be extended by the time elapsed until the aforementioned conditions have been met, unless the Supplier is responsible for the delay.
2. The delivery period shall be deemed to have been met if, by the time it expires, the Delivery Item has left the works or the Supplier has notified the Purchaser that it is ready for dispatch.
3. Where acceptance is to take place at the Supplier's premises (Factory Acceptance Test) and/or at the Purchaser's premises (Site Acceptance Test), the agreed acceptance date – or, failing that, the Supplier's notification that the Goods are ready for acceptance – shall be decisive for compliance with any agreed acceptance date, except in the event of a justified refusal to accept.
4. Partial deliveries are permitted to an extent reasonable for the Purchaser and subject to a corresponding agreement.
5. In the event of force majeure or other unforeseen events (e.g. operational disruptions, mobilisation, war, civil unrest, acts of terrorism, lawful strikes, lawful lockouts, import and export bans, official measures, epidemics, pandemics, etc.) which temporarily prevent the Supplier from delivering through no fault of their own or attributable to them, the delivery period shall be extended – even during any delay in delivery – by the duration of the disruption to performance caused by these circumstances. This also applies to corresponding circumstances affecting subcontractors or to delays in obtaining third-party approvals. The Supplier shall inform the Purchaser of this immediately upon becoming aware of it. If the event lasts longer than four (4) months or if delivery becomes impossible or unreasonable as a result of the aforementioned circumstances, both parties shall be entitled to withdraw from the contract. Statutory rights of withdrawal remain unaffected.
6. In the event of a delay in delivery, the Supplier shall be liable without limitation for intent and gross negligence, as well as for injury to life, limb or health. In cases of slight negligence, the Supplier's liability shall be limited to damages foreseeable at the time of conclusion of the contract and typical for the contract – but to a maximum of 0.5% for each completed week of delay in delivery and to a total of no more than 5% of the net order value of the outstanding delivery.
7. If completion or dispatch is delayed at the Purchaser's request or if the Purchaser is in default of acceptance, the Supplier shall be entitled, commencing one week after notification that the Goods are ready for collection, to charge the Purchaser for the costs incurred by storage at a rate of 1.0% of the net order value of the Goods concerned per week, provided the Purchaser does not demonstrate lower storage costs. After setting and expiry of a reasonable grace period, the Supplier shall be entitled to withdraw from the contract and dispose of the Goods elsewhere. Further claims remain unaffected.
8. Where assembly, installation or commissioning at the Purchaser's premises has been agreed, the Purchaser shall be subject to the following obligations to cooperate, the details of which the Supplier shall communicate to the Purchaser in the quotation and/or specifications:
  - a. Provision, at its own expense and in good time, of:

- i. auxiliary staff and skilled workers in the numbers specified by the Supplier,
    - ii. equipment, operating resources and essential supplies,
    - iii. unloading and transport to the installation site.
  - b. All structural preparations must be completed by the Purchaser prior to delivery in such a way that uninterrupted assembly is possible. Substructures must be dry and set, and rooms must be protected, heated and lit.
  - c. A suitable, dry and secure storage area must be provided for materials, tools, etc.
  - d. In the case of software deliveries, the necessary hardware and software requirements must also be met in good time.
9. Acceptance of products installed by the Supplier shall take place – unless otherwise agreed, e.g. in the case of an agreed Factory Acceptance Test (FAT) by subsequent release of the delivery by the Purchaser – as part of the functional test (Site Acceptance Test / SAT) carried out jointly by the parties following installation at the Purchaser's premises. For items of delivery without installation, Section 377 of the German Commercial Code (HGB) shall apply.

## **V. Preparation for assembly and commissioning**

1. Insofar as the Supplier has expressly agreed in writing with the Purchaser to provide delivery, installation, assembly and/or commissioning services (hereinafter collectively also referred to as "Services") and has agreed on a date for this, the Purchaser is obliged, at its own expense, to take all precautions at the place of work in good time, as notified to it by the Supplier in writing, in order to enable the planned work to be carried out. In particular, the Purchaser is obliged to make available at the work site in good time:
  - a. all earthworks, construction work and other ancillary work not specific to the industry, including the necessary skilled and unskilled labour, building materials and tools,
  - b. a foundation that meets the requirements of the Supplier's installation plan,
  - c. the items and materials required for installation, assembly and commissioning, such as scaffolding, lifting equipment, lubricants and fuels, etc.,
  - d. electrical connections, power, heating, water, compressed air connections, extraction and adequate lighting,
  - e. the provision of the necessary suitable support staff in the required numbers and for the required duration,
  - f. sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, equipment, materials, tools, etc., and appropriate work and rest areas for the Supplier's employees, including adequate sanitary facilities; Furthermore, the Purchaser shall take the measures to protect the Supplier's property and employees on the construction site that it would take to protect its own property and personnel,
  - g. Protective clothing and protective equipment required due to special circumstances at the work site.
2. Before work commences, the Purchaser must, without being asked, provide the Supplier with the necessary information regarding the location of concealed electricity, gas and water pipes or similar installations, as well as the required structural data.
3. If the measures taken by the Purchaser do not comply with the Supplier's specified requirements, the Supplier is entitled to refuse to carry out the work or to suspend it until the agreed conditions are met. This applies in particular if the permissible floor load and/or the foundations do not comply with the Supplier's installation plan. If the Purchaser prevents the Supplier from installing the intended safety equipment, in particular protective fencing or similar, on the Delivery Item, the Supplier is entitled to prevent the commissioning of the Delivery Item or to render the Delivery Item inoperable.
4. If the Purchaser is responsible for the Supplier being unable to perform the intended Services, or to do so in full or within a reasonable time, the Supplier shall be entitled to claim compensation for the duration of the delay, in particular compensation for the additional costs incurred as a result of extra journeys and the wasted or additional working time of its employees. When determining the damages, the additional costs for the employees' overtime and the additional costs for the Supplier's extra journeys shall be calculated in accordance with the Supplier's currently valid "Terms and Conditions for Technical Purchaser Service" (link). Any further claims by the Supplier remain unaffected.

5. In good time prior to the provision of the Services, the Supplier shall provide the Purchaser with its “Pre-Commissioning Checklist” (link). The Purchaser undertakes to complete this checklist fully and conscientiously and to return it to the Supplier by the specified return date. A late return by the Purchaser entitles the Supplier to take the measures set out in Clause V.4.

## **VI. Place of performance, transfer of risk, insurance, acceptance**

1. Unless expressly agreed otherwise in writing, the place of performance for deliveries, services and payments shall be the Supplier’s registered office.
2. Unless otherwise agreed in writing, the risk shall pass to the Purchaser as soon as the Supplier has handed over the Goods to the forwarding agent, carrier or any other person designated for dispatch – even if partial deliveries are made or the Supplier has undertaken additional services such as dispatch, delivery or installation.
3. Delivery in accordance with Clause VI.2 shall be “Free Carrier (FCA)” in accordance with Incoterms® 2020. If, in individual cases, delivery “Delivered At Place (DAP)” is agreed, the risk shall not pass until delivery at the place of destination.
4. At the express request of the Purchaser, the shipment shall be insured by the Supplier at the Purchaser’s expense against theft, breakage, transport, fire and water damage, as well as other insurable risks.
5. The Purchaser is obliged to accept the delivered Goods even if they exhibit minor defects. This also applies to partial deliveries. The Purchaser’s further rights – in particular those under Clause VIII. (Liability for defects) – remain unaffected by this.

## **VII. Retention of title, insurance**

1. The Supplier retains title to the Goods delivered until full payment of all claims arising from the relevant contractual relationship and all other related claims, irrespective of the legal basis on which they arise.
2. Insofar as the validity of the retention of title or right of use in the Purchaser’s country is subject to specific legal conditions or formal requirements, the Purchaser undertakes to fulfil these at its own expense.
3. The Purchaser is obliged to treat the Goods subject to retention of title with due care and to insure them adequately against fire, water, theft and other damage to property at replacement value and to maintain insurance cover. Upon request, the Purchaser must present the relevant insurance certificate to the Supplier. The Purchaser hereby assigns to the Supplier any claims against the insurer in the event of damage relating to the Supplier’s ownership or co-ownership. The Supplier accepts this assignment. The assignment shall be automatically reversed as soon as the retention of title has been extinguished by full payment.
4. Irrespective of the obligation under Clause VII.3, the Supplier shall be entitled, at the Purchaser’s expense, to insure the Goods themselves against the aforementioned risks for the duration of the retention of title or right of use, provided that the Purchaser does not provide evidence of adequate insurance.
5. For as long as the retention of title remains in force, any pledging, transfer by way of security, letting or any other disposal of the Delivery Item that impairs the Supplier’s rights requires the Supplier’s prior written consent. In the event of third-party claims (e.g. seizures), the Purchaser must inform the third party of the Supplier’s existing right of ownership or right of use and notify the Supplier immediately in writing.
6. If the Purchaser suspends payments, if insolvency proceedings are applied for or opened in respect of their assets, or if the Purchaser breaches their contractual obligations – in particular through default of payment – the Supplier shall be entitled to withdraw from the contract and demand the return of the Goods still owned by the Supplier.
7. The Supplier’s other statutory rights remain unaffected by this.

## **VIII. Liability for defects, subsequent performance, costs of subsequent performance, rectification by the Purchaser**

1. The Supplier's liability for defects shall be governed by the statutory provisions, unless otherwise stipulated in the quotation, the Documents accompanying the quotation or below. The Purchaser is obliged to inspect the delivered Goods without delay and to notify the Supplier in writing of any apparent defects without delay. The provisions of Section 377 of the German Commercial Code (HGB) shall apply.
2. The Purchaser may, at the Supplier's discretion, demand rectification free of charge, a replacement delivery or, in the case of work performed, re-manufacture ("Nacherfüllung"). Replaced parts shall become the property of the Supplier. In the event of a replacement delivery or re-manufacture, the Purchaser must, upon request, return the Goods originally delivered.
3. The Purchaser must grant the Supplier a reasonable grace period for subsequent performance.
4. If subsequent performance fails twice, the Purchaser may, in accordance with the statutory provisions, demand a reduction in price (reduction of the remuneration) or withdraw from the contract; the latter, however, only in the case of material defects that significantly impair the intended function of the Goods delivered.
5. Claims for defects shall become time-barred twelve (12) months after delivery of the Goods or, in the case of work performed, after acceptance. For reconditioned or repaired used parts, the limitation period is six (6) months.
6. No warranty is provided for services. In this respect, the Supplier shall only be liable within the scope of mandatory statutory provisions. New parts installed as part of services are subject to the warranty in accordance with these Terms of Delivery.
7. The Supplier shall not be liable for damage attributable to:  
improper use, assembly or commissioning, faulty or negligent handling, natural wear and tear, excessive strain, incorrect operating materials, defective construction work or building ground, chemical, electrical or electrochemical influences, operating errors or modifications/repairs without the Supplier's consent, unless the Supplier is responsible for these.
8. Only in urgent cases where operational safety is at risk or there is a threat of disproportionately great damage, or if the Supplier is in default with regard to rectifying the defect, may the Purchaser rectify the defect themselves or have it rectified by third parties. This is subject to immediate written notification to the Supplier. In this case, the Purchaser may demand reimbursement of the necessary costs.
9. Claims by the Purchaser for damages or reimbursement of expenses arising from defects shall be governed by the provisions of Section IX. (Liability).
10. In the case of Discontinued Parts, no warranty in the form of spare parts or rectification shall be provided after the discontinuation takes effect, insofar as spare parts are no longer available or rectification is no longer possible. In this case, the Supplier shall endeavour to offer subsequent performance by means of functionally equivalent parts.
11. The Supplier shall keep spare parts in stock for a period required by mandatory law, or otherwise for a period deemed reasonable in its own judgement. This shall not result in an extension of the warranty.
12. Software: The Supplier warrants that the software supplied complies with the documented specification and has been created with due care. The Supplier draws the Purchaser's attention to the fact that it is technically impossible to completely rule out errors in software.
13. Software errors that impair use to a more than insignificant extent shall be rectified, at the Supplier's discretion, by means of new versions or appropriate instructions, provided that:
  - a. the error is reported in writing within the warranty period,
  - b. it is described in detail,
  - c. the error is reproducible, and

- d. it is present in the version supplied by the Supplier.  
If it turns out that the error is attributable to faulty data, incorrect operation or other causes within the Purchaser's sphere of influence, the Supplier is entitled to charge the Purchaser for the costs incurred by the Supplier in analysing the error on a time and materials basis.
14. If, at any time after delivery or acceptance, the Purchaser requests technical documents, documentation or data relating to the Delivery Items or their components, the Purchaser shall comply with this request as far as possible. The Purchaser accepts no warranty or liability in this regard insofar as the documents relate to old versions that have become obsolete due to subsequent updates to the Delivery Items.
15. The Supplier offers regular inspections of delivered assemblies as part of its Purchaser service. These services do not result in an extension of the warranty in respect of the Delivery Items.
16. The Supplier accepts no warranty for the results of the inspections under Clause X.15.

## **IX. Liability, limitation period, liability for tool designs/tools**

1. The Supplier shall be liable without limitation for damage caused by wilful misconduct or gross negligence.
2. In the event of a breach of a principal obligation or an ancillary obligation committed through slight negligence, where such a breach jeopardises the achievement of the purpose of the contract or where the fulfilment of such an obligation is essential for the proper performance of the contract and on which the Purchaser was entitled to rely (so-called "material contractual obligations" or "cardinal obligations"), the Supplier's liability shall be limited to damages that were foreseeable at the time of conclusion of the contract, and which are immediate or direct and typical of the contract, and shall not include consequential or indirect damages, loss of production, loss of profit and loss of data. Furthermore, in such cases, the Supplier's liability is limited in amount to the net value of the relevant contract order.
3. In the event of a breach of other obligations due to slight negligence, which do not constitute cardinal obligations, the Supplier's liability is excluded.
4. The above limitations of liability shall not apply in the event of fraudulent concealment of a defect, the assumption of a guarantee of quality, claims under the Product Liability Act, or damage resulting from injury to life, limb or health. This liability provision does not entail any change to the statutory rules on the burden of proof.
5. With the exception of claims arising from tort or other non-waivable limitation periods, the Purchaser's claims for damages to which a limitation of liability under this Section IX applies shall become time-barred within one year from the start of the statutory limitation period.
6. Performance specifications for tools are to be understood as non-binding guidelines, as they depend on new developments and individual circumstances. For tool designs, where the Supplier merely provides suggestions, drawings or instructions, the Supplier shall only assume liability for functionality and performance if the tool manufactured by the Purchaser has previously been tested by the Supplier itself. The Supplier's liability for tool designs and for tools manufactured by the Supplier is governed by the above provisions of this Section IX.

## **X. Industrial Property Rights / Copyright, Know-how**

1. The Supplier warrants that the Delivery Item (machinery, software, standard products) is free from industrial property rights, copyright and other third-party rights. Each party undertakes to inform the other party immediately in writing should third parties assert claims for infringement of such rights.
2. The Supplier shall defend, indemnify and hold harmless the Purchaser against claims by third parties arising from the infringement of industrial property rights, copyright and other rights, provided that:
  - a. the Purchaser notifies the Supplier immediately in writing,
  - b. the Supplier is granted sole control over the defence and any settlement negotiations,
  - c. the Purchaser provides the Supplier with the information, documents and powers of attorney necessary for the defence,

- d. the alleged infringement of property rights was not caused by modifications to the Goods, their use contrary to the contract, a combination with products not supplied by the Supplier, or a breach of these Terms of Delivery on the part of the Purchaser.
3. Should the Delivery Item infringe the rights of third parties, the Supplier shall, at its own discretion and at its own expense:
  - a. modify or replace the Delivery Item in such a way that no third-party rights are infringed, whilst retaining the contractual functions, or
  - b. obtain the necessary right of use for the Purchaser by concluding a licence agreement. If this is not economically or temporally reasonable, both parties shall be entitled to withdraw from the contract or the Purchaser may demand a reasonable reduction in price. In such cases, the Purchaser's claims for damages shall be subject to Clause IX of these Terms of Delivery.
4. In the case of parts or drawing components specified by the Purchaser, for which the Supplier develops or uses tools or production equipment in accordance with the Purchaser's specifications, the following applies:
  - a. The responsibility for ensuring that the part to be manufactured is free from third-party rights lies solely with the Purchaser, insofar as the Purchaser specifications are concerned.
  - b. The Supplier shall be entitled to refuse to perform the contract if third parties assert claims in this regard.
  - c. The Purchaser undertakes to fully indemnify the Supplier against all claims by third parties and to compensate the Supplier for all damages incurred by the Supplier as a result of such claims.
  - d. Clause IX remains unaffected.
5. Know-how, industrial property rights, copyrights or other (usage) rights that already existed prior to the commencement of the cooperation shall remain with the respective party that contributed them.
6. Know-how developed jointly within the scope of the contractual cooperation shall be jointly owned by the parties. The parties may jointly apply for intellectual property rights.
7. Know-how, manufacturing processes, software products and technical solutions developed independently by the Supplier shall remain the exclusive property of the Supplier. The Supplier is entitled to apply for and enforce its own industrial property rights in respect thereof.

## **XI. Confidentiality**

1. The Supplier and the Purchaser undertake to treat as confidential, for an unlimited period of time, including after the termination of the collaboration, all knowledge of confidential information and trade secrets of the other party obtained in the course of the business relationship – including during the preliminary negotiations prior to the conclusion of the contract. The parties shall take all reasonable precautions to protect the confidentiality of such information and may only disclose such information to third parties with the prior written consent of the other party. Confidential information includes, in particular: technical information, plans, data, ideas, software, trade secrets, documentation, source codes and any other information that is marked as confidential or is recognisable as confidential by its nature ("Confidential Information").
2. The above duty of confidentiality shall not apply to information in respect of which the receiving party demonstrates that:
  - a) they were already in the public domain at the time of disclosure or subsequently became public without any breach of this agreement,
  - b) they were expressly disclosed by the disclosing party on a non-confidential basis,
  - c) they were already lawfully in the possession of the receiving party prior to disclosure, or
  - d) they were subsequently lawfully disclosed to it by a third party without breach of any duty of confidentiality.The burden of proof for the existence of these exceptions lies with the party invoking them.
3. Insofar as Confidential Information does not, in individual cases, meet the requirements for a trade secret within the meaning of the Trade Secrets Protection Act (GeschGehG), it is nevertheless subject to the above confidentiality obligations.

## **XII. Data protection, handling of contact details**

1. All personal data shall be processed by the parties exclusively in compliance with the applicable data protection regulations.
2. The Supplier shall use the personal data of the contact persons specified by the Purchaser even beyond the term of the contract in order to provide the Purchaser with information on its own similar products and services, but only for as long as the contact persons concerned do not object. The legal basis for this data processing is Article 6(1)(f) of the GDPR, i.e. the Supplier's legitimate interest in providing the Purchaser's contact persons with relevant information even after the contractual relationship has ended, provided they do not object. Objections may be submitted by email to [datenschutzbeauftragter@bihler.de](mailto:datenschutzbeauftragter@bihler.de). In all other respects, the Supplier's privacy policy applies.

## **XIII. Jurisdiction, applicable law, partial invalidity**

1. The place of jurisdiction for all disputes arising from the contractual relationship is Munich. The Supplier is also entitled to bring an action before the court having jurisdiction over the Purchaser's registered office.
2. The law of the Federal Republic of Germany shall apply.
3. Should any provisions of these Terms of Delivery or parts thereof be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. Insofar as the invalid provisions contain a valid, reasonable part, this shall remain in force. The parties shall endeavour to agree on a valid replacement provision that comes as close as possible to the legal, economic and factual purpose of the invalid provision.