

General Terms and Conditions of Purchase of SKYLOTEC GmbH

Status: November 2021

I. Scope of Application, Form

1. The following General Terms and Conditions of Purchase (hereinafter: "Skylotec GTC of Purchase") shall apply to all deliveries and services which we procure from our business partners and suppliers (hereinafter: SUPPLIERS). The Skylotec-Conditions of Purchase shall only apply if the SUPPLIER is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.
2. The Skylotec GTC of Purchase shall apply exclusively. General terms and conditions of the SUPPLIER which conflict with, deviate from or supplement the Skylotec GTCS shall only become part of the contract if and to the extent that we have expressly consented to their application in writing. This requirement of consent shall apply in any case; for example even if we accept the SUPPLIER's deliveries or services without reservation in the knowledge of the SUPPLIER's General Terms and Conditions or, without expressly objecting to the SUPPLIER's terms and conditions, refer to a letter which contains or refers to the SUPPLIER's terms and conditions.
3. Individual agreements made with the SUPPLIER in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over the Skylotec GTC of Purchase. Subject of proof to the contrary, the content of such agreements shall be governed by a written contract, or at least by our written order placement.
4. The Skylotec GTC of Purchase shall become an integral part of all contracts (purchase contracts, contracts for work and materials, contracts for work and services) which we conclude with our SUPPLIERS for the deliveries or services offered by them. The Skylotec GTC of Purchase shall apply in particular to contracts for the sale and/or delivery of movable goods ("goods") to us, irrespective of whether the SUPPLIER manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). They shall also apply to all future deliveries, services or offers to us, even if they are not then separately agreed again. Unless otherwise agreed, the Skylotec General Terms and Conditions in the version valid at the time of our order or, in any case, in the version last communicated to the SUPPLIER in writing, shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
5. All contracts for deliveries to be made to us or services to be provided to us require at least text form (i.e. also by fax or e-mail), even in the case of an ongoing business relationship, insofar as nothing to the contrary is stipulated in the Skylotec General Terms and Conditions. The same applies to any amendments, supplements and ancillary agreements as well as to all legally relevant declarations, notifications and notices of the SUPPLIER with regard to the contract (e.g. setting of deadlines, reminders, withdrawal). If in these Skylotec GTC of Purchase the term "in writing" is used, this means in writing or text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in case of doubts about the legitimacy of the declarant, shall remain unaffected.

- References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Skylotec GTC of purchase.

II Conclusion of Contract, Representation

- Offers, visits etc. of the SUPPLIER are free of charge and non-binding for us, even if the SUPPLIER acts on our request. When submitting an offer, the SUPPLIER must adhere precisely to our enquiry and expressly point out any deviations.
- Our order shall be deemed binding at the earliest when it is placed in writing. We are entitled to revoke our order until the SUPPLIER has confirmed it in writing. The SUPPLIER is obliged to confirm our order in writing without delay (acceptance). Written confirmations are to be sent exclusively to orderconfirmation@skylotec.de. The SUPPLIER must point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded. If the SUPPLIER delivers or performs without prior confirmation, the contract shall be concluded under the terms of our order upon our acceptance of the delivery.
- Amendments to the contract, additions to the contract, delivery schedules, etc. must be agreed in writing.
- The transfer of our orders to third parties is not permitted without our prior written consent. It entitles us to withdraw from the contract in whole or in part and to claim damages.
- Even after acceptance of our order by the SUPPLIER, we may demand changes to the design and/or execution of the delivery item, insofar as this is reasonable for the SUPPLIER. The effects of such changes, in particular with regard to additional and reduced costs as well as delivery dates, are to be settled by mutual agreement between the contracting parties in an appropriate manner.

III Spare parts, readiness for delivery

If the SUPPLIER intends to discontinue the production of spare parts for the products delivered to us, he is obliged to inform us immediately after his decision to discontinue. The SUPPLIER is obliged to ensure our supply with these spare parts for a period of at least 6 months from the notification of the discontinuation decision.

IV. Prices, payment, invoice, assignment, set-off

- The price stated in the order is binding. All prices are inclusive of statutory value added tax if this is not shown separately.
- Unless otherwise agreed in writing in individual cases, the price includes all services and ancillary services of the SUPPLIER (e.g. assembly, installation) as well as all ancillary costs, e.g. proper packaging, delivery to the delivery address stated in the contract including

transport costs together with any insurance (e.g. transport and liability insurance), customs duties, etc.

3. The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we exceptionally accept early deliveries / services, the due date shall be based on the agreed delivery / service date. If we make payment within 14 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of invoice, the SUPPLIER shall grant us a 3% discount on the net amount of the invoice.
4. A proper invoice must contain at least: Skylotec orderer/order number/article number/article description, article quantity, quantity unit, SUPPLIER article number or type and scope of other performance, payment term, place of unloading, customs tariff number, delivery note date/number and complete address of SUPPLIER and recipient of performance, tax number or VAT identification number, date of issue of invoice, consecutive invoice number, date of delivery/service, remuneration broken down according to VAT rates and exemptions, reductions of the remuneration agreed in advance, tax rate as well as remuneration and tax amount due thereon or reference to tax exemption, in the case of settlement by credit note the term "credit note" and - in the case of invoices from abroad - reference to the tax liability of the recipient of the service.
5. Payment shall be made at our discretion by bank transfer, cheque or other means of payment. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.
6. We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
7. We shall be entitled to rights of set-off and retention, as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the SUPPLIER from incomplete or defective deliveries or services.
8. The SUPPLIER is not entitled to assign its claims arising from the contractual relationship or to have them collected by third parties. This does not apply insofar as monetary claims are concerned.
9. The SUPPLIER has a right of set-off or retention only on the basis of counterclaims which have become legally binding or are undisputed.

V. Quality, Documentation, Obligations to Provide Information

1. The SUPPLIER must comply with the recognised rules of technology, the safety regulations and the agreed technical data for his deliveries. Changes to the delivery item require our prior written consent. The SUPPLIER guarantees that the goods comply with the

specifications stated in the order as well as with the statutory and trade association accident prevention regulations.

2. The SUPPLIER is required to maintain a quality management system which meets the requirements of ISO 9001 as a minimum standard. At the very least, the quality management system must take appropriate account of the size of the company and the object of the business.
3. If we have informed the SUPPLIER of the intended purpose of its deliveries or services or if this is recognisable to the SUPPLIER even without express reference, the SUPPLIER is obliged to inform us immediately if its deliveries or services are not suitable to fulfil this intended purpose.
4. For the purpose of batch traceability, the SUPPLIER must document the use of raw materials, their inclusion in the production processes and parameters as well as their use in the product delivered to us. It must also be possible for the SUPPLIER to subsequently trace product changes. Upon our request, the SUPPLIER must be able to provide us with the requested information without delay, at the latest within 48 hours.
5. The SUPPLIER must notify us in writing without delay of any changes in the type of composition of the processed material or the constructional design compared to similar deliveries or services previously provided to us. Changes require our prior written consent.

VI. Skylotec Property, Retention of Title by SUPPLIER

1. Product descriptions, drawings, plans, calculations, execution documents, tools, templates, devices, moulds, models, samples as well as other documents and objects which we make available to the SUPPLIER or which are manufactured for contractual purposes and which are separately invoiced to us by the SUPPLIER shall remain our property or shall pass into our ownership. The same applies to any copyrights. Such documents or objects are to be used only for the purposes of the contract and - as long as they are not processed - are to be marked by the SUPPLIER as our property at the expense of the SUPPLIER, carefully stored separately, insured to a reasonable extent against destruction and loss and returned to us after completion of the contract or if negotiations do not lead to the conclusion of the contract. Any copies, duplicates, etc. made by the SUPPLIER must be destroyed or deleted after the contract has been completed. The only exception to this is storage within the framework of statutory storage obligations.
2. The costs of maintenance and repair of these items up to the agreed output quantity shall be borne by the SUPPLIER, unless the parties have expressly agreed otherwise in writing. He shall immediately notify us in writing of any significant damage to these items. Upon request, the SUPPLIER is obliged to return these items to us in proper and dispatchable condition if they are no longer required by him for the performance of the contracts concluded with us.
3. Any processing, mixing or combination (further processing) of provided items by SUPPLIER shall be carried out on our behalf. The same shall apply in the event of further processing of the goods supplied by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest with the further processing in accordance with the statutory provisions.

4. The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. If the SUPPLIER retains title to the delivered goods, the SUPPLIER's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorised to process and resell the goods in the ordinary course of business even before payment of the purchase price. In the event of processing, combining and mixing of goods subject to retention of title with other goods, the SUPPLIER shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods, subject to retention of title to the invoice value of the other goods used.

VII. Delivery Period, Delay in Delivery

1. Agreed delivery/service dates and delivery/service periods are binding. Unless otherwise agreed in writing in individual cases, premature deliveries/services and partial deliveries/services are not permitted. Authoritative for compliance with the delivery/service date or the delivery/service period, is the date of receipt of the delivery or the date of performance of the service by us. The SUPPLIER is obliged to inform us immediately in writing at order-confirmation@skylotec.de if circumstances occur or become apparent according to which the agreed delivery/service date or the delivery/service period can probably not be met.
2. If the SUPPLIER does not provide its delivery/service or does not provide it within the agreed delivery/service period or if it is otherwise in default, our rights - in particular to withdrawal and compensation for damages - shall be determined in accordance with the statutory provisions, without prejudice to the following provisions.
3. If the SUPPLIER is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 0.5% of the value of the delivery or service without VAT (net price) per completed calendar week, but not more than 5% of the net price in total. We reserve the right to prove that higher damages have been incurred. The SUPPLIER reserves the right to prove that no damage at all or only significantly less damage has been incurred.

VIII. Performance, Delivery, Transfer of Risk, Default of Acceptance

1. The SUPPLIER is not entitled to have the delivery or service owed by him performed by third parties (e.g. subcontractors) without our prior written consent. The SUPPLIER bears the procurement risk for its deliveries and services, unless otherwise agreed in individual cases (e.g. limitation to stock).
2. Delivery shall be made "free domicile" within Germany, in all other cases in accordance with DDP INCOTERMS 2000 to the place specified in the order. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver), i.e. the SUPPLIER shall bear all costs and risks associated with the freight until delivery to us.
3. If the SUPPLIER exceeds the delivery date, we shall be entitled to determine the mode of dispatch which we deem appropriate. Any higher transport costs incurred as a result shall be borne by the SUPPLIER.

4. Each delivery must be accompanied by a delivery note with the following minimum content: Skylootec orderer/order number/order date/article number/article description, goods receipt address incl. unloading point if applicable, quantity, quantity unit, customs tariff number, article weight (gross/net), total weight (gross/net) and address of the SUPPLIER. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom.
5. A corresponding dispatch note with the same content shall be sent to us separately from the delivery note.
6. If, contrary to clause VII.3, collection of the goods by us at our expense has been agreed, the SUPPLIER shall notify order-confirmation@skylotec.de of the availability of the goods no later than 3 working days before the agreed date of provision of the goods and shall keep the goods, including packaging, ready for collection.
7. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. Insofar as acceptance has been agreed, this shall be prevail for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
8. The statutory provisions shall apply to the occurrence of our default in acceptance. The SUPPLIER must, however, expressly offer us his delivery/service even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the SUPPLIER may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns a non-representable item to be manufactured by the SUPPLIER (individual production), the SUPPLIER is only entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

IX. Warranty, Notification of Defects, Returns

1. The statutory provisions shall apply to our rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the SUPPLIER, unless otherwise stipulated below.
2. In accordance with the statutory provisions, the SUPPLIER shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these GPC of purchase shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the SUPPLIER or from the manufacturer.

3. We shall not be obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. Partially deviating from § 442 para. 1 sentence 2 BGB (German Civil Code), we are therefore also entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
4. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to examine and give notice of defects with the following proviso: Our duty to examine shall be limited to defects which become apparent during our incoming goods inspection by means of external examination including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognisable during our quality control by means of random sampling. The values determined by us shall be decisive for quantities, dimensions and weights. If acceptance has been agreed, there shall be no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to examine, our notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within 3 working days of discovery or, in the case of obvious defects, of receipt of the goods.
5. If, in the event of subsequent performance, work (e.g. rectification, sorting out) is necessary at the place or in the factory to which the goods have been delivered as intended, the SUPPLIER shall be obliged to carry out or arrange for subsequent performance there at its own expense. This must be done without delay in order to avoid production stoppages. Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance shall be borne by SUPPLIER even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognised or were grossly negligent in not recognising that there was no defect.
6. Without prejudice to our statutory rights and the provisions set out in paragraph 5 above, the following shall apply: if the SUPPLIER fails to fulfil its obligation to remedy the defect - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement) - within a reasonable period of time set by us, which may be very short in urgent cases, we may remedy the defect ourselves or have it remedied by an appointed third party and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the SUPPLIER. If the delivered goods are intended for processing or installation and we do not discover the defect in a manner for which we cannot be held responsible until processing or installation, a period for subsequent performance shall be deemed reasonable if we are able to meet the delivery/performance date owed to our customer if this period is observed. If the subsequent performance by the SUPPLIER has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the SUPPLIER of such circumstances without delay, if possible in advance.

7. We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 478 BGB) without limitation in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (repair or replacement) from the SUPPLIER that we owe our customer in the individual case. Our statutory right of choice (§ 439 Para. 1 BGB) is not restricted by this. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a Para. 1, 439 Para. 2 and 3 BGB), we 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 reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the SUPPLIER shall be responsible for proving the contrary. Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.
8. In the event of a material defect or defect of title, we shall otherwise be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions. The expenses eligible for compensation also include the costs incurred by us for the installation or processing of the defective item.

X. Liability, product liability, indemnification, insurance cover

1. The SUPPLIER shall be liable for all claims asserted by third parties for personal injury or property damage which are attributable to a product supplied by him (product damage). The SUPPLIER is obliged to indemnify us against third party claims in this respect upon first request. This applies in particular if the cause lies within his area of control and organisation and he himself is liable in relation to third parties as well as for such claims which are asserted against us in accordance with the law on liability for defective products or in accordance with similar domestic or foreign legal provisions.
2. If a claim is made against us due to defects in the goods or other breaches of duty which are attributable to the SUPPLIER, the SUPPLIER shall indemnify us against all claims by our contractual partners and third parties, but in the case of claims for damages only to the extent that the SUPPLIER is responsible for the defect in the goods or the other breach of duty.
3. Within the scope of his obligation to indemnify, the SUPPLIER is also obliged to reimburse any expenses (e.g. in accordance with §§ 683, 670 BGB) arising from or in connection with a claim by a third party, including recall actions carried out by us. We shall inform the SUPPLIER about the content and scope of such a recall action - within the scope of what is possible and reasonable for us - and give him the opportunity to comment. Further legal claims remain unaffected.
4. The SUPPLIER undertakes to take out and maintain a product liability insurance with a coverage of at least EUR 2,000,000 per personal injury, EUR 1,000,000 per property damage and EUR 100,000 per pecuniary loss and a worldwide insurance cover for these damage categories because Skylotec products are directly or indirectly distributed worldwide; further claims on our part shall remain unaffected. The SUPPLIER shall send us a copy of the liability policy at any time upon request.

XI. Industrial property rights and intellectual property

1. The SUPPLIER warrants that in connection with his delivery or service no rights, in particular copyrights, patents and other intellectual property rights of third parties in the European Union, North America or other countries in which he manufactures the products or has them manufactured or which we have expressly designated as the country of use or export, are infringed and that there are no obligations to protect in favour of third parties.
2. The SUPPLIER is obliged to indemnify us against all claims made by third parties against us due to the infringements of industrial property rights referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. In the case of claims for damages, however, only if the SUPPLIER does not prove that he is not responsible for the defect or the breach of duty. In any case, the SUPPLIER is obliged, in the event of a dispute, in the event of doubts about existing rights within the meaning of paragraph 1 and their infringement, as well as in the event that third parties assert such an infringement, to provide us with all documents or information available to him that are necessary to clarify the legal situation and to provide us with all information available to the SUPPLIER to clarify and defend against claims of third parties.
3. Paragraphs 1 and 2 do not apply insofar as the SUPPLIER has manufactured the items according to our drawings, models, descriptions or information and does not know and cannot know that this infringes the industrial property rights of third parties.

XII. Secrecy

1. Sykolotec and the SUPPLIER shall be obliged not to disclose to third parties all confidential information (including business secrets) which they have learned in connection with the initiation and implementation of the business relationship and to use it exclusively for the fulfilment of mutual contractual obligations. Confidential information is information which is protected on the part of the respective contractual partner by appropriate confidentiality measures and which is of economic value to the respective contractual partner and therefore connected with a justified interest in secrecy, which is neither known to third parties nor readily accessible or marked as confidential or whose confidentiality results from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. This includes in particular, all data and operational information made known to the SUPPLIER in the course of the business relationship with us, for example commercial and technical details, moulds, models, drawings, lithographs, templates, samples, tools and similar items made by us or by the SUPPLIER for us.
2. The contracting parties undertake to keep this information;
 - to treat this information confidentially as entrusted trade secrets.
 - to protect it against unauthorised access by third parties by means of appropriate confidentiality measures.
 - only in compliance with the statutory and contractual provisions on data protection, in particular not to evaluate this information for any purposes other than the performance of the contract or to make it accessible to third parties without the consent of the other contracting party or without being obliged to do so by law or on

the basis of an official or court decision having the force of legally binding. If there is an obligation to disclose, the other party shall be informed thereof without undue delay and, in the course of disclosure, shall be made aware that, if this is the case, business secrets are involved and shall endeavour to ensure that use is made of the provisions of §§ 16 et seq. of the Trade Secrets Law (German: *GeschGehG*) are made use of.

- only to those employees or persons who are subject to a confidentiality agreement and who absolutely need access to this information for the purpose of negotiating the details of the contract and the implementation or execution of this contract on behalf of one of the contracting parties.
3. Disclosure to third parties bound to professional secrecy (e.g. lawyers, tax advisors) is permissible, as is disclosure to affiliated companies within the meaning of section 15 of the German Stock Corporation Act (AktG), insofar as they have submitted to corresponding confidentiality vis-à-vis the affiliated party.
 4. The obligation to maintain secrecy shall not apply to information which is;
 - a. already known to the public
 - b. becomes known to the public at a later point in time without culpable breach of a confidentiality obligation,
 - c. was already demonstrably known to the contracting party before disclosure or transmission by the other contracting party and without a breach of a confidentiality obligation, or subsequently became known,
 - d. a contracting party has obtained confidential information itself without using or referring to it;
 - e. a contracting party has received from or has been made available to an authorised third party without breach of a confidentiality obligation.
 5. The reproduction of data or objects within the meaning of paragraph 1 is only permitted within the framework of operational requirements and copyright provisions. The objects produced hereunder may not be handed over to third parties either in their raw state or as semi-finished or finished products. The same applies to parts which the SUPPLIER has developed and/or produced according to our specifications.
 6. The contracting parties may only advertise their joint business relationship with prior written consent.
 7. Correspondence of any kind between the SUPPLIER and our customers concerning the respective objects of the order is not permitted without our prior written consent.
 8. If a party breaches its obligations under this clause XII, it shall owe a contractual penalty of EUR 10,000.00 for each case of breach of duty, unless it is not responsible for the breach of duty. The contracting parties shall be liable to each other for breaches by a third party as for their own breaches.

XIII. Data protection

We would like to point out that we save and process personal data within the scope of our business activities, in particular for the purpose of a fast and error-free processing of the orders placed, in compliance with the statutory provisions at a central location. For details, please refer to our data protection declaration in the appendix. You can access the current version at the following URL: https://www.skylotec.com/eu_en/skylotec/about-us/privacy-statement.

XIV. Limitation

1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
2. Notwithstanding § 438 (1) No. 3 of the 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 also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (§ 438 para. 1 no. 1 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 statute of limitations.
3. The limitation periods of the law on sales, including the above extension, shall apply to all contractual claims for defects to the extent permitted by law. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply in this respect, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
4. Our claims against the SUPPLIER pursuant to clause X. of these Skylotec GPC shall not become statute-barred before the claims of our customers or third parties against us on which these claims are based become statute-barred.
5. Claims for defects and breaches of duty on the part of the SUPPLIER which we give notice of within the applicable limitation period shall become statute-barred at the earliest 3 months after such notice.
6. Claims and longer limitation periods under the German Product Liability Act (ProdHaftG), from tort, from fraudulent conduct and from a guarantee shall remain unaffected.

XV. Right of withdrawal in the event of payment arrears, insolvency petition

If a contracting party suspends its payments or if insolvency proceedings are instituted against its assets so that performance of the contract is jeopardised, the other contracting party shall be entitled to withdraw from the contract for the part not performed and/or to claim damages.

XVI. Place of performance, applicable law, place of jurisdiction

1. The place of performance for both parties is our place of business.
2. The laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to these Skylotec GTCS and the contractual relationship between us and the SUPPLIER.
3. If the SUPPLIER is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Munich. The same applies if the SUPPLIER is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these Skylotec GTC of purchase or a prior individual agreement or at the general place of jurisdiction of the SUPPLIER. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

XVII. Final provision

Should one or more provisions of these conditions be or become invalid, this shall not affect the validity of the conditions and the contract in other respects. In place of the invalid provisions or in order to fill a gap, an appropriate provision shall be agreed which comes as close as possible to what the contracting parties intended or would have agreed according to the sense and purpose of the conditions or the contract if they had considered the point.

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