



## I: General provisions

(1) Orders of goods or services by Ritz Instrument Transformers GmbH and its affiliated companies with registered office in Germany, Austria and Hungary (hereinafter "RITZ") shall be exclusively subject to these General Terms and Conditions of Purchase. Any conflicting or deviating general terms and conditions of the supplier of the goods or services (hereinafter the "Supplier") shall only apply to the extent that they are equivalent to our Terms and Conditions of Purchase or if we have expressly consented to them in writing.

(2) The order confirmation shall always imply that our General Terms and Conditions of Purchase have been consented to; acceptance of the goods or services in the knowledge of conflicting terms and conditions shall not constitute acceptance of conflicting terms and conditions. Our terms and conditions of purchase shall also be deemed to constitute agreed contract terms with regard to subsequent orders.

(3) Any individual agreements made with RITZ (including side agreements, supplements and amendments) shall always take priority over these Terms and Conditions of Purchase. The content of such agreements shall require a written contract or our written confirmation. Oral side agreements or changes to the contract after the contract has been entered into shall be binding for RITZ only once they have been confirmed by RITZ either in writing or in text form.

(4) The interpretation of commercial clauses shall be governed by INCOTERMS® 2010.

(5) Unless otherwise agreed by individual contract and provided that the Supplier is an entrepreneur pursuant to section 14 German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") or a legal person under public law, the legal relationships between RITZ and the Supplier shall be exclusively subject to the terms and conditions set out below.

## II: Offer and conclusion of the contract

(1) Orders shall be binding only if they are placed in writing. RITZ considers itself bound to any written orders for a period of two weeks from the date the order was placed. Any order confirmations received by RITZ after this period has expired shall be deemed to be a new offer that requires written acceptance by RITZ.

(2) Electronically generated orders that RITZ sends to the Supplier by fax or email, *inter alia*, and that do not exceed an order value of EUR 10,000 shall – provided there is no statutory obligation for the written form to be used – be valid even in the absence of a personal signature.

(3) Any offers or cost quotations do not give rise to any obligations on the part of RITZ and will not be paid for by us. Any correspondence in the context of responding to any enquiries or the submission of offers shall be addressed to the department within our company that had sent the enquiry. Please provide our respective reference as well as the date of our enquiry in any correspondence. The offers of the Supplier must reflect the goods and conditions as per our enquiry.

(4) If the offer or the cost quotation provided by the Supplier deviates from the enquiry made by RITZ, the Supplier must expressly point out this fact.

(5) The standards and guidelines quoted by RITZ in the order and in these General Terms and Conditions of Purchase shall apply in their respective amended version as applicable at the time the order is placed. Unless they have already been provided, the Supplier shall request these in good time. If the Supplier becomes aware of the fact that the standards and guidelines of RITZ deviate

from statutory requirements or contradict them, he will notify RITZ without undue delay and free of charge of any deviations or contradictions.

(6) If the Supplier discontinues his payments or if insolvency proceedings are commenced with regard to his property, he is obliged to notify RITZ of this fact without undue delay. Following such notification, RITZ shall be entitled to withdraw from the contract without being liable for damages vis-à-vis the Supplier in this regard.

## III: Delivery times and delivery delay

(1) Agreed times and deadlines shall be binding; if any delivery deadlines have been specified, these shall commence as of the date the order is placed. The delivery deadline is considered to have been met if the goods have arrived at the place of receipt stipulated in the order (hereinafter "Point of Delivery"). The same shall apply, *mutatis mutandis*, in relation to delivery call-offs under master agreements.

(2) The Supplier is obliged to notify RITZ in writing without undue delay if circumstances occur or become evident to him which indicate that the agreed delivery time cannot be met.

(3) In the case of a delivery delay, RITZ shall have recourse to its statutory rights. If the Supplier fails to provide the goods or services within a reasonable grace period set by RITZ, following the expiry of such grace period RITZ may instruct a third party with the performance of the contract and demand compensation from the Supplier for the necessary expenses and additional costs. In addition, RITZ shall be entitled to demand damages instead of performance and to withdraw from the contract. The right of the Supplier to perform the contract and the obligation on the part of RITZ to accept delivery of the goods or services shall no longer apply as soon as, following expiry of the deadline, RITZ procures performance of the contract of its own accord or demands damages in lieu of performance.

(4) Deliveries or supplementary performance of any goods deliveries are considered to have been made on time if they have arrived at the Point of Delivery stipulated by RITZ in the order within the prescribed time limit. If the Supplier and RITZ have agreed a delivery including installation or assembly, the delivery is considered to have been made on time if the installation or assembly has been duly executed within the prescribed time limit. To the extent that an acceptance of performance is prescribed by law or contractually agreed, the delivery or service is considered to have been provided on time if the performance has been successfully accepted within the prescribed time limit.

(5) In the event of any excess deliveries that had not been agreed, RITZ shall be entitled to either accept the excess goods delivered in return for payment of the invoices on the respective payment date or to store them at the expense of the Supplier until the Supplier collects them, or to return them at the Supplier's expense.

(6) The Supplier shall not be entitled to supply goods to RITZ prior to the agreed delivery date unless otherwise expressly agreed. If, in the absence of such separate agreement, the Supplier still supplies goods prior to the agreed time, RITZ shall be entitled to store them at the expense of the Supplier until the agreed delivery time or to return them at the Supplier's expense.

(7) If goods are delivered subject to a retention of title, RITZ shall be entitled to sell them on or process them in the ordinary course of business.

(8) RITZ will accept part deliveries only if they have been expressly agreed.

(9) In the case of software products, the delivery obligation is only deemed to have been met once the complete



documentation (i.e. both system and user manuals) has been supplied. In the event that programs are specifically developed for RITZ, the program shall also be delivered in its source format together with the corresponding documentation.

#### **IV: Passing of risk and documents**

(1) In the event of a delivery without installation or assembly, the risk of accidental destruction and accidental deterioration shall pass to RITZ upon delivery of the contractually agreed goods at the Point of Delivery specified in the order. If installation or assembly of delivered goods has been agreed, the risk shall pass after due completion of the installation or assembly.

(2) If an acceptance of performance is contractually agreed or prescribed by law, the risk shall pass to RITZ only after the acceptance certificate has been signed by RITZ. To this end, RITZ and the Supplier agree a joint date for acceptance. Merely commissioning or using delivered goods is never a substitute for a formal acceptance. If it is intended for inspections or tests to be carried out with regard to the goods or services provided, the Supplier shall bear the costs for materials and its staff costs. The Supplier shall notify RITZ of its inspection-readiness at least one week in advance and shall agree an inspection date.

(3) Every delivery must include a delivery note and packing slip. The supplier no., order no., material designation and material no., batch no., gross and net weight (kg), quantity and nature of the packaging (disposable / reusable), as well as unloading point, consignee and place of installation must be listed completely on all shipping documents and outer packaging; if the Supplier fails to list the above information, RITZ shall not be responsible for any delays in processing. This shall not apply if the Supplier is not responsible for the failure to provide the information or for the inaccuracy of the details provided and if the Supplier proves that he is not responsible.

(4) Single packages must be labelled with the material designation, material no., serial no. and net weight. If RITZ requests in the order that the Supplier use pallets that are treated in accordance with the IPPC standard (International Plant Protection Convention) and labelled correspondingly, the Supplier must comply with such request.

(5) If the Supplier is under an obligation to produce material certificates or test certificates, he shall bear the costs in this regard. The material and/or test certificates must be available at the time of delivery.

(6) In the case of devices, machines or plants, a technical description and an instruction manual in accordance with statutory requirements must be included free of charge. Apart from that, devices, machines or plants must comply with safety requirements in force at the time of delivery and bear a CE mark. In the case of deliveries of machines and plants, the Supplier shall supply the required or agreed documentation, in particular in relation to their approval, installation, commissioning, operation, maintenance and repair. The delivery of electric and electronic equipment or components must comply with the requirements of the European RoHS Directive 2011/65/EU, in their most recent version, – the acronym RoHS stands for “Restriction of the use of certain Hazardous Substances”.

(7) In the case of a delivery of hazardous goods, the Supplier must package, label and transport or send these in accordance with the applicable national and international regulations and, in particular, comply with all obligations placed on the Supplier in accordance with the European Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) – EC Regulation 1907/2006/EC in their most recent version –

(hereinafter: “REACH REG”) in relation to the delivery of the goods. Furthermore, in all cases stipulated in Article 31 numbers 1 to 3 REACH REG, the Supplier shall provide RITZ with a safety data sheet pursuant to Article 31 REACH REG in the language of the recipient country and shall warrant that he complies with his obligations under the REACH REG, such as pre-registration or registration of substances included in the goods and/or authorisation as per the REACH REG and information obligations.

#### **V: Foreign trade law**

(1) The Supplier must comply with all requirements under applicable provisions of national and international customs and foreign trade legislation. He shall be liable to RITZ to ensure that all deliveries that are subject to a labelling obligation are duly labelled and that, in the case of imports and exports, particularly the goods tariff numbers as well as the German export list numbers have been listed. The same labels must be included in order confirmations and all shipping documents. Furthermore, the Supplier shall draw attention to any authorisation requirements regarding (re-)exports pursuant to the respective national export and customs provisions as well as the export and customs provisions of the country of origin of the goods – in particular, items subject to US (re-)export provisions – and shall notify RITZ in writing of the above.

(2) No later than two weeks prior to the delivery, the Supplier is obliged to provide RITZ with a written statement regarding the origin of the goods for purposes of customs law. A Supplier with registered office in Germany or another EU Member State shall provide RITZ with a supplier's declaration pursuant to Regulation (EU) 2015/2447 for all goods that satisfy the rules of origin governing preferential trade. For goods of preferential origin that are being supplied regularly and over a longer period, a long term supplier declaration (preferably for one calendar year) can be provided. The Supplier shall notify RITZ of any change of origin without undue delay and without request. Upon request, the Supplier shall provide evidence to RITZ of his declaration regarding the origin of the goods by means of an information sheet issued by the customs office.

Orders are subject to the conditions of origin of the preferential agreements in question as published on the website of the European Commission at the time the order is placed.

Apart from that, the Supplier shall provide details of the non-preferential origin of the goods in the commercial documents and shall, at the request of RITZ, provide a certificate of origin regarding the origin of the goods.

(3) The Supplier shall be liable for all disadvantages and costs suffered by RITZ due to a supplier declaration or details regarding origin that have either not been given in the proper manner or not within the prescribed time unless the Supplier can prove that he is not responsible for the above.

(4) At the request of RITZ the Supplier shall, without undue delay, procure or make available certificates of origin required in order to trade with the supplied goods.

#### **VI: Prices and terms of payment**

(1) The agreed prices shall be fixed prices. Unless otherwise agreed, prices are quoted DDP place of destination in accordance with INCOTERMS®2010 including the packaging customary in the trade, carriage and warehouse charges as well as any customs duties. The shipping costs shall always be borne by the Supplier even if RITZ requests a specific shipment method. The Supplier shall be obliged to take back and dispose of the packaging



at its own expense if RITZ requests that packaging is taken back by the time the delivery is paid for.

(2) The price shall not include any statutory value added tax.

(3) Invoices must be submitted, separately from the shipment, to the invoice address provided in the order; the wording must correspond to the order designations of RITZ in terms of goods designation, price, quantity and item numbers and include the RITZ order number. Any excess or short deliveries must be listed separately on the invoice. The invoice shall include proof of performance and other supporting documents. The exact designation of the department placing the order and the date of the order shall be provided. Invoices that do not contain all the above details will be returned, are deemed not to have been received and therefore do not give rise to any payment falling due.

(4) For purposes of intra-Community (EU) trade statistics and preference calculation for each item, invoices must include the eight-digit goods tariff number (in accordance with the current Commodity Classification for Foreign Trade Statistics).

(5) The Supplier is obliged to submit invoices to RITZ in duplicate after delivery without undue delay. The invoices must be audit-ready; copies must be separately marked as such. The Supplier shall also be obliged to submit invoices regarding monthly supplies to RITZ on or before the 3rd day of the subsequent month. In the event that weights and performance parameters deviate, only weights and performance parameters determined by us will be accepted. Payments will be based on the volumes, measurements, performance parameters and quantities determined by RITZ. The Supplier shall be free to prove the volumes, measurements, performance parameters and quantities determined by him.

(6) Unless otherwise agreed, the purchase price will be paid within 14 days, calculated from the time of receipt of the goods and invoice, with a 3 % cash discount or net within 30 days from the time of receipt of the goods and invoice. The 14-day deadline for the discount for cash payments shall start to run no earlier than on the day on which RITZ has received an invoice from the Supplier, which contains the details set out in paragraph 3; this does not apply if the Supplier is not responsible for the absence or inaccuracy of the details provided and provides evidence thereof.

(7) In the case of bank transfers, payment is deemed to have been made within the prescribed time limit if the remittance order has been received by the bank in such good time that, under normal circumstances, a timely receipt of the payment is to be expected; RITZ shall not be held responsible for any delays caused by the banks involved in the payment process.

(8) The obligation on the part of RITZ to pay the price is conditional upon the supply of the goods having been received by RITZ / the services having been provided for RITZ in full and free from any defects. Payment is always conditional on the receipt of the agreed inspection reports, quality documentation or other documents.

(9) In the event that goods are accepted ahead of schedule, the time allowed for payment shall start to run from the delivery date agreed in the order and receipt of an invoice which meets the aforementioned requirements.

(10) RITZ shall not be obliged to accept COD consignments. Costs incurred in connection with COD consignments must be borne by the Supplier.

(11) The Supplier shall have a set-off and retention right only for counterclaims that have been upheld and declared unappealable by a court of law or for uncontested counterclaims.

### **VII: Confidentiality**

(1) The Supplier is obliged to maintain strict confidentiality with regard to all illustrations, drawings, specifications, calculations and other documents and information. Without the express written consent of RITZ, these must not be disclosed to third parties and may only be used for processing the assignment or on the basis of our order. The confidentiality obligation shall continue to apply for a further three-year period after the contract has been processed; it shall terminate if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, specifications, calculations and other documents has become common knowledge.

(2) The Supplier is obliged to keep confidential the fact that there is a contractual relationship with RITZ and the performance of any contracts as well as any information obtained in connection with the contracts. Publications regarding deliveries and services containing confidential information require the express prior written consent of RITZ.

### **VIII: Retention of title and equipment provided**

(1) RITZ shall retain all rights to illustrations, drawings, specifications, calculations and other documents, including ownership rights and copyrights as well as all other intellectual property rights. Any copying or reproduction of the aforementioned technical documents and items shall only be permissible to the extent that it is indispensable in order for the order placed by RITZ to be performed. Once the assignment or the order placed has been completed, these shall be returned to RITZ unprompted.

(2) Any materials provided by RITZ shall remain the property of RITZ and shall be administered by the Supplier free of charge and with the diligence of a prudent businessman separately from the items belonging to the Supplier and shall be labelled as the property of RITZ. They may only be used to process the order placed by RITZ. If goods that are subject to retention of title by us are processed together with objects that do not belong to us, RITZ shall acquire joint ownership of the new item at a ratio of the value of our goods (purchasing price plus VAT) in relation to the other processed items at the time of processing.

(3) If the goods provided by RITZ are inseparably intermixed with other objects that do not belong to us, RITZ shall acquire joint ownership of the new item at the ratio of the value of our goods (purchasing price plus VAT) in relation to the other intermixed items at the time of processing. If the intermixing is such that the Supplier's item is regarded as the main item, it shall be deemed to have been agreed that the Supplier transfers proportionate co-ownership to RITZ; the Supplier holds the sole or joint ownership on behalf of RITZ.

(4) Insofar as, pursuant to paragraph 2 and/or paragraph 3, the security rights enjoyed by RITZ exceed the purchase price of all goods subject to retention of title by more than 20 %, RITZ shall be obliged to release the security rights of our choice at the Supplier's request.



### **IX: Change in quality, quality assurance, inspections**

- (1) If raw materials which are relevant for the contractual quality change on the part of the Supplier during the performance of a contract or in the event of new deliveries compared to previous deliveries of the same goods, the Supplier shall be obliged to notify RITZ of this fact without undue delay.
- (2) If the Supplier fails to meet his obligation pursuant to paragraph 1, he shall be obliged to compensate RITZ for the loss or damage incurred by this. In this case, RITZ shall also be entitled to withdraw from the contract.
- (3) The Supplier shall carry out, maintain and – if RITZ so requests – provide evidence of a valid quality assurance process. Upon request by RITZ, the Supplier shall implement a quality assurance system in accordance with ISO 9000 et seq. or equivalent.
- (4) The Supplier is obliged to keep records regarding key quality assurance measures. He is also obliged to keep corresponding records of all tests that have been carried out in the context of this quality assurance agreement. The documents must be kept for ten years from their compilation. The Supplier agrees that RITZ shall have the right to inspect the records.
- (5) Following prior notification RITZ shall be entitled to carry out quality audits at the Supplier's premises during usual business and operating times. These are aimed at proving the efficiency and accuracy of the quality assurance system. The conduct of such audits shall not result in the contractually agreed or statutory responsibility of the Supplier with regard to the quality of the products produced or supplied being in any way negatively affected unless the impairment of quality is attributable to a stipulation made by us.
- (6) The Supplier is required to also agree a corresponding quality assurance system with its suppliers.
- (7) If issues with quality have arisen in the past, RITZ shall also be entitled to conduct occasional unannounced checks at the Supplier's premises.
- (8) Inspections will be carried out by members of the quality assurance department of RITZ; these staff members are under an obligation to maintain confidentiality vis-à-vis third parties.
- (9) In the case of a secret production or control procedure, the inspection must be limited to a results check of a sufficiently large quantity, provided that this process preserves the control rights of RITZ. If a sufficient check can only be guaranteed if secret information is obtained, compliance with the quality standard shall be inspected by an independent expert who shall be appointed by RITZ. The result of the inspection shall be transmitted to both parties.
- (10) If certain inspections have been agreed, the Supplier shall indicate his inspection-readiness at least one week in advance and agree an inspection date with RITZ. If, at the time of the agreed inspection, the contractual item is not ready for inspection for reasons for which the Supplier is responsible or if defects of the contractual items require repeat or additional inspections, the Supplier shall reimburse RITZ for any costs incurred hereby.
- (11) Inspections as well as the provision of supporting documents shall not affect our contractual or statutory acceptance rights and warranty rights.

### **X: Defect, notice of defects, liability for defects**

- (1) The Supplier warrants that the goods and services provided are free from any material defects or deficiencies in title, that they have the agreed and/or guaranteed quality, that they were produced professionally, in a workmanlike manner as well as flawlessly in terms of quality, that they comply with the agreed product and performance specifications, are suitable for the expected use as per the order

and correspond with specifications as laid down in these Terms and Conditions as well as in agreed and statutory specifications. If the goods or services provided deviate from the aforementioned requirements, they are deemed to be defective.

- (2) The payment of the agreed price or the price charged does not constitute an acceptance of the delivery as being in accordance with the contract or free from defects.

- (3) As soon as they are discovered in the ordinary course of business, RITZ will notify the Supplier without undue delay of any obvious defects of the delivery which become apparent during the incoming goods inspection by way of an external examination including the delivery notes as well as during quality spot checks (e.g. obvious transport damage, obvious wrong or short deliveries).

Moreover, this depends on the extent to which an examination is feasible in light of the specific circumstances of the case in the ordinary course of business. This shall not affect the obligation to provide notification of any defects discovered later, in particular if defects are only ascertainable and ascertained upon processing or reworking of the item or upon taking it into use (hereinafter "Hidden Defects"). Unless otherwise agreed, the complaint made by RITZ in the form of a notice of defects is always considered to have been submitted promptly and on time if it is submitted within ten (10) working days following receipt of goods or, in the case of Hidden Defects, following discovery of the defect. The Supplier waives the defence of late inspection and notice of defects in this regard. RITZ shall not have any more extensive obligations vis-à-vis the Supplier other than the aforementioned obligations. Where acceptance has been agreed, RITZ shall not have any duty to examine goods and notify the other party of any defects.

- (4) In the event that defective goods or services are provided, RITZ shall be entitled – in accordance with statutory provisions and at its discretion – to demand that the defect is remedied or that goods or services free from any defects are provided, withdraw from the contract or reduce the agreed prices accordingly and demand damages and/or compensation for any futile expenses.

- (5) Supplementary performance shall be carried out without undue delay and at RITZ's discretion either at the Point of Delivery of the goods or at the location at which the goods are located when the defect is discovered. Supplementary performance is deemed to have failed (sections 440, 636 BGB) if the defect continues to exist after the second attempt at supplementary performance. If supplementary performance has failed or is unreasonable for RITZ (e.g. in the event of imminent danger or particular urgency) - due to the extreme urgency RITZ is unable to notify the Supplier of the defect and the pending loss and to set a reasonable grace period to remedy the defect - RITZ shall be entitled – at the expense of the Supplier – to remedy the defect itself or to have it remedied by a third party. RITZ shall also have these substitute performance rights if the Supplier is in default with the provision of supplementary performance. In particular in the event that supplementary performance is unreasonable for RITZ, RITZ will notify the Supplier about the substitute performance without undue delay and where possible in advance.

- (6) In the event of design or construction defects, supplementary performance is regarded as unreasonable (section 440 BGB) and RITZ shall be entitled to either withdraw from the contract without undue delay or to reduce the agreed price. In addition to these two choices, RITZ retains the right to claim damages.



(7) If the subject of the delivery or service item is with the Supplier or a third party for purposes of supplementary performance and if the Supplier or RITZ were entitled to instruct the third party with supplementary performance, the Supplier shall bear the risk of damage or loss of the subject of the supplementary performance.

(8) Unless otherwise agreed the claims for defects become statute-barred in 36 months from the passing of risk pursuant to section IV paragraphs 1 and 2 of these General Terms and Conditions of Purchase unless a longer statutory notice period applies. Where an acceptance of performance has been agreed, the limitation period shall commence upon acceptance of performance without reservation. The limitation period specified in sentence 1 shall be suspended during the period in which the defect is being remedied; this period shall commence upon notice of defects and ends once the defect has been successfully remedied.

(9) RITZ charges a flat processing fee of EUR 60 plus any VAT to the Supplier for the costs incurred by RITZ in connection with a defective delivery or service. RITZ expressly reserves the right to claim higher costs.

### **XI: Product liability, indemnity, intellectual property rights, third party liability insurance**

(1) Insofar as the Supplier is responsible for a defective product, he shall, upon first request, indemnify RITZ against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he is personally liable in relation to third parties.

(2) In the context of his liability within the meaning of paragraph 1, the Supplier shall be obliged to compensate RITZ for any expenses pursuant to sections 683, 670 BGB or pursuant to sections 830, 840, 426 BGB, which are incurred due to or in connection with a product recall carried out by RITZ. To the extent that this is possible and reasonable, RITZ will notify the Supplier of the content and scope of the product recall to be carried out and give him an opportunity to comment. This shall not affect the other statutory claims and rights enjoyed by RITZ as the ordering party.

(3) The Supplier warrants that all deliveries and services are free from third party copyrights and other third party intellectual property rights and that the contractual use on the part of RITZ or its customers does not infringe any third party copyrights or other third party intellectual property rights. This shall also apply to copyrights and other intellectual property rights that exist outside of Germany.

(4) If the Supplier is liable under statutory provisions for an infringement of third party intellectual property rights, he shall indemnify RITZ against all claims asserted by third parties in this regard upon first written request.

(5) The Supplier shall, at his expense, take out reasonable business and product liability insurance for all potential claims arising out of or in connection with the goods and services to be provided to RITZ; this insurance shall have a flat sum insured of at least EUR 5 million per claim for personal injury or damage to property. To the extent that installation services are provided, the Supplier shall, at his expense, take out and maintain installation insurance. The Supplier shall, at the request of RITZ, submit appropriate supporting evidence.

### **XII: Energy management system, packaging**

(1) The efficient use of energy is a key component of the company policy of RITZ. When procuring products, services and facilities that have or may have an impact on significant use of energy, the assessment in terms of pro-

urement is based *inter alia* on energy-related performance (energy usage, power consumption, energy efficiency).

(2) The choice of packaging shall take into account the fragility of the goods to be supplied and provide adequate protection against damage during transport, be environmentally responsible, not require any particular form of disposal and not cause any contamination of the goods to be supplied.

(3) As a general rule, if there are more energy efficient alternatives available, RITZ asks all Suppliers to optionally extend their offers to include these variations and/or to provide information regarding such alternatives and, as a result, asks them for their active support in the context of our energy management system pursuant to ISO 50001.

(4) The Supplier is required to remind his upstream suppliers to also comply with these requirements.

### **XIII: Applicable law, legal venue, partial invalidity**

(1) These General Terms and Conditions of Purchase and the contract as well as all related obligations shall be subject to substantive German law to the exclusion of the provision of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive legal venue for Suppliers with registered office in the EU, Norway, Iceland or Switzerland shall be Hamburg, Germany. The following provisions shall apply in relation to suppliers with registered office outside of the aforementioned countries:

All disputes that arise out of or in connection with these General Terms and Conditions of Purchase shall be decided in accordance with the rules of arbitration of the International Chamber of Commerce (ICC Rules) in Paris, by one or more arbitrators appointed pursuant to these ICC Rules, on the basis of German procedural law and to the exclusion of recourse to the ordinary courts of law; such decisions shall be final. The arbitral tribunal shall sit in Hamburg, Germany, and the arbitration shall be conducted in German.

RITZ reserves the right, rather than calling on an arbitral tribunal, to institute legal proceedings at an ordinary court of law that has jurisdiction with regard to subject matter and venue.

(3) If individual provisions in these General Terms and Conditions of Purchase are or become invalid, in whole or in part, this shall not affect the validity of all other provisions or agreements.

(4) The place of performance shall be the Point of Delivery as specified in the order.

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