

### **General, Scope of Application**

The General Purchasing Terms and Conditions of peiker CEE Consumer Electronics Evolution GmbH („peiker CEE“) shall apply only vis-à-vis merchants within the meaning of § 14 German Civil Code („BGB“)

The General Purchasing Terms and Conditions of peiker CEE shall apply exclusively; any conflicting or deviating terms and conditions of the supplier („Supplier“) are expressly rejected by peiker CEE, except where peiker CEE has expressly acknowledged such conditions in written form.

Furthermore, the General Purchasing Terms and Conditions of peiker CEE shall also apply where peiker CEE has accepted deliveries from Supplier even if peiker CEE was aware of conflicting or deviating terms and conditions of Supplier.

Individual agreements with Supplier (including side agreements, amendments and alterations) shall prevail in any case over these General Purchasing Terms and Conditions.

Any declarations or notices which are to be made or given by Supplier vis-à-vis peiker CEE after the signing of an agreement, such as, e.g., deadlines, payment reminders, rescissions, shall require written form to be effective, except where the parties have agreed that text form is sufficient.

### **Orders, Quantity Changes, Postponements, Cancellations**

peiker CEE shall transmit its requirements by means of an order or Release Order (Lieferabruf) (collectively: „Order“) to Supplier. Release Order may also be transmitted via electronic data interface (EDI).

Supplier shall accept Orders placed by peiker CEE within five (5) working days in text form. A belated acceptance shall be deemed to constitute a new offer which is deemed to have been accepted by peiker CEE, except where peiker CEE has objected to such offer within a reasonable period, at the latest, however, within fourteen (14) days after receipt of the offer. Orders, acceptances as well as any changes or amendments thereto shall be made in text form.

In order to ensure a timely supply in the correct quantities a fast and efficient communication between peiker CEE and Supplier is required. The following fields of individual Orders must be filled in all documents which are exchanged between the parties:

- peiker CEE Order Number,
- peiker CEE Article Number,
- Price per Item,
- Order Quantity,
- Desired Delivery Date (at peiker CEE warehouse),
- Place of Delivery,
- Delivery Terms (Incoterms),
- Payment Terms.

peiker CEE shall have the right to vary order quantities by +/- 20 % at any time. Supplier acknowledges that such quantity changes are acceptable with its first delivery under these General Purchasing Terms and Conditions.

The parties agree that peiker CEE shall have the right to post- or prepone agreed delivery dates by up to nine (9) months, also on multiple occasions during such nine (9) month period. The parties agree that such pre- or postponements are reasonable.

Any pre- or postponed delivery dates shall be recorded in textform between the parties.

peiker CEE shall have the right to cancel Orders in whole or in part.

Where Supplier is not able to find other uses for items ordered by peiker CEE, peiker CEE shall in case of a cancellation pay a penalty of 5% of the price of the cancelled order quantity. Supplier shall have the right to prove a higher damage amount.

### **Prices, Payment Terms**

The price shown in the Order shall be binding.

Statutory value added tax (VAT) shall not be included in the price. Invoices can only be processed by peiker CEE if such invoice shows the order number shown in the Order. Supplier shall be liable for all adverse consequences resulting from its failure to comply with the aforementioned obligation unless it can prove that it was not at fault with regard to such failure.

Except as expressly agreed otherwise in written form, payments shall be made within 30 days after receipt of the invoice and proper delivery/supply with 4% discount or within 45 days after receipt of the invoice and proper delivery/supply with 3% discount, or 60 days after receipt of the invoice and proper delivery/receipt net.

peiker CEE shall have all statutory rights of retention and set-off (Aufrechnungs- und Zurückbehaltungsrechte).

### **Delivery Dates, Default**

Agreed delivery dates, deadlines and times shall be binding. The receipt of the delivery at the place of delivery shall be decisive for determining compliance with the agreed delivery dates, deadlines and times.

Whenever Supplier becomes aware of difficulties in meeting its obligations for a punctual and proper delivery, regardless of the legal reason for such difficulty, or if circumstances arise which are likely to prevent him from a punctual delivery with the agreed quality, it shall inform peiker CEE hereof without undue delay in text form and shall make proposals to overcome the situation.

In case the agreed delivery dates, deadlines and times are exceeded, Supplier shall be deemed to be in default without further ado. peiker CEE expressly reserves the right to claim a handling fee of € 150,00 for each delayed delivery. Supplier shall have the right to prove that the actual costs incurred by peiker CEE are lower than the aforementioned amount. In case of a delay in delivery, peiker CEE shall be entitled to the statutory remedies. In particular, peiker CEE shall have the right to claim damages for non-performance after expiration of a granted reasonable grace period. Furthermore, peiker CEE shall be entitled to claim a contractual penalty of 1% of the value of the delayed delivery per full calendar week of delay as of the date the delay was caused, however, no more than 5% of the delivery value. Further damage claims of peiker CEE remain unaffected. The contractual penalty, if any, shall be credited against damage claims. Partial delivery shall be permissible only if agreed in writing.

### **Force Majeure**

In the event of force majeure and other unforeseeable, unavoidable, extraordinary circumstances for which the Parties are not at fault (including fire, flooding, tsunami, typhoon, hurricane, earthquake, actions by enemies of the state, government restrictions, bans or prohibitions, expropriation or rationing by government agencies, embargo, civil unrest, labor disputes), the Parties shall be released from their performance obligations for the duration of the disruption and within the scope of the effects thereof. This also applies if such events occur at a time at which the Party affected thereby is in default.

The Parties are obligated to provide each other with the necessary information without delay, to the extent reasonable, and to adjust their obligations in good faith to the changed circumstances. If Supplier is prevented from delivering due to the force majeure mentioned above, peiker CEE is entitled, for the duration of the disruption, to reduce the delivery quantity stated in the order without incurring any obligation vis-à-vis Supplier and to seek coverage for its needs elsewhere.

Should tools, production equipment or production supplies of Supplier be necessary in order to have manufacturing, production or inspection and/or testing of the Contractual Items performed elsewhere, peiker CEE is entitled to take over such tools, equipment and/or supplies in exchange for payment of an appropriate and customary fee. If an event of force majeure as mentioned above delays the delivery or performance by more than four months, both peiker CEE and Supplier are entitled, to the exclusion of any and all claims for damages, to rescind the Agreement with regard to the quantity affected by the disruption in delivery.

### **Place of Delivery, Passing of Risk**

Deliveries shall be made including packaging free to the respective named place of delivery. Place of performance for all deliveries and services is the place of delivery named by peiker CEE. Except as expressly agreed otherwise, all deliveries shall be made to peiker CEE's headquarters in Friedrichsdorf i. Ts., Germany as the place of performance. The international trade terms published by the International Chamber of Commerce (ICC) in Paris and hereinafter referred to as „Incoterms“ shall apply in the respective current version.

All national and EU deliveries shall be made according to Incoterms DDP Friedrichsdorf i. Ts.

International deliveries shall be made according to Incoterms DAP Friedrichsdorf i. Ts.

Deliveries to Ciudad Juarez (via El Paso) shall be made according to Incoterms DAT El Paso, Panalpina-Warehouse.

The costs of packaging and insurance as well as transportation costs, costs of all customs and export formalities including all customs and excise duties and similar charges for official permits and other documents shall be borne by Supplier. The same shall apply with regard to the costs of test certificates as well as all necessary quality assurance certificates, certificates of origin and necessary test marks.

### **Information and Documentation Obligation, Supplier Declaration**

Supplier shall state the order number of peiker CEE as well as all other data and information needed for customs hand and export control purposes on all shipping documents and delivery slips; in case such information is missing, any delays in processing shall not be peiker CEE's fault. Supplier shall inform peiker CEE of any requirements for export control clearance under applicable law, in particular German, EU and US customs and export control regulations as well as the export and customs regulations of the country of origin of its goods. In particular, Supplier shall state in all of its offers, order confirmations and invoices the following information for each line item:

Export list number according to Annex AL to the German Export Control Ordinance (Außenwirtschaftsverordnung) or successor legislation, or comparable items under other applicable export control legislation,

for goods with U.S. origin the Export Control Classification Number (ECCN) according to the U.S. Export Administration Regulations (EAR) or successor legislation in effect from time to time,

the preferential origin of its goods and their components, including relevant technology and software, if such goods have been transported through, manufactured or stored in the U.S. or manufactured with U.S. technology;

the statistical commodity code (HS-Code) of its goods,

information on the country or countries of origin, as well as

details of a contact person or of queries regarding the goods.

Supplier shall furthermore provide peiker CEE with the information and data set forth in Clause 7.1 electronically by the last working day of a calendar month.

Supplier shall ensure supply chain security and shall observe all applicable legal requirements in this regard.

Upon request from peiker CEE, the supplier commits to provide proof of complying with the supply chain security, e.g. by means of certificates or statements (for example, AEO security statements, statements within the scope of C-TPAT or similar programs), and to support peiker CEE within the scope of audits by authorities, and to ensure corresponding compliance vis-à-vis its own business partner.

Upon request of peiker CEE, Supplier shall provide peiker CEE with all export-relevant data and information regarding its goods and the constituent parts used therein in text form. In case of any changes of such data or information, Supplier shall inform peiker CEE in text form prior to the delivery of contractual products to which such changes apply.

Supplier shall provide peiker CEE with a long-term supplier declaration according to the EU form applicable from time to time.

Should a long-term Supplier declaration prove not to be sufficiently detailed or faulty, Supplier shall provide peiker CEE with proper, complete documents evidencing the origin of its goods bearing official customs seals.

Should peiker CEE or a customer of peiker CEE incur additional customs duties as a result of faulty declarations of origin or should peiker CEE or one of its customers suffer other financial disadvantages as a result of incorrect information regarding the origin of contractual products delivered by Supplier, Supplier shall fully indemnify and hold peiker CEE harmless for such amounts.

Supplier shall provide a material data sheet ("MDS") for all goods supplied by him, together with such goods, thus evidencing the material composition of such goods according to the requirements of the automotive industry under the International Material Data System ("IMDS").

Supplier shall also ensure that updated IMDS data sets are made available to peiker CEE at the latest 4 weeks after a substance has been added to the candidate list under REACH for all goods delivered to peiker CEE free of charge. Costs and expenses incurred by peiker CEE as a result of faulty or incomplete IMDS data sets shall be borne by Supplier.

Should peiker CEE or one of its customers incur additional charges as a result of a missing, faulty or incomplete MDS, or should peiker CEE or its customer suffer any other damage as a result of missing, faulty or incomplete information in an MDS provided by Supplier, Supplier shall fully indemnify and hold peiker CEE harmless for such amounts.

All information and documentation shall be provided by Supplier free of charge.

### **Quality, Quality Assurance, Quality Assurance Procedures**

Supplier maintains a quality assurance system with regard to procurement, manufacturing, materials management and shipping.

Supplier warrants that the Contractual Items to be supplied shall conform to the description/specification, the agreed technical data and the warranted characteristics. Furthermore, Supplier shall observe the state of the art, all legal and safety provisions applicable at the respective time of delivery (e.g., ElektroG, RoHS directive, etc.), all applicable DIN norms as well as other applicable national and international norms.

Supplier shall be obliged to reach the zero-defect target and shall strive to optimise its deliveries and performances in this regard at all times.

Even prior to or in the absence of a Quality Assurance Agreement Supplier shall request a written approval of peiker CEE with regard to any changes in manufacturing processes, materials or purchased parts for the Contractual Items as well as changes of processes or equipment for testing the Contractual Items or of other quality assurance measures; this shall

also apply to changes made during the course of the negotiations. peiker CEE will refuse the approval only due to an important reason.

For the testing of initial samples reference is made to the respective up-to-date version of the VDA publication Quality Assurance of Supplies, Supplier Selection, Quality Assurance Agreements, Production Process and Product Approval, Quality Assurance in Series Production, Declaration of Constituents," VDA Volume 2, in the then current version thereof. All further details regarding quality assurance and quality assurance procedures shall be set forth in a separate Quality Assurance Agreement among the Parties.

### **Inspection for Defects, Warranty**

peiker CEE is obligated to examine the goods upon receipt only if and insofar as obvious defects. Obvious defects are such as transportation damage, quantity deviations, discrepancies between the goods and the orders and/or accompanying documents as well as defects which emerge openly during spot checks conducted for quality control. In all other cases, peiker CEE will point out defects without delay as soon as they are identified in accordance with the circumstances involved in the ordinary course of business. In that regard, Supplier waives the right to object that a complaint was submitted late.

Supplier warrants to deliver the Contractual Items in agreed quality and free of defects which would impair their value or their fitness for the agreed purpose and that they conform to the agreed conditions and the agreed specifications.

### **Remedies of peiker CEE in Case of Defects**

Remedy of defects and reimbursement of expenses

peiker CEE shall be entitled to all statutory remedies. In any case, peiker CEE shall have the right to demand from Supplier at its choice cure (Nacherfüllung), i.e., the remedy of the defect or the delivery of a faultless item. Supplier shall bear all expenses incurred by peiker CEE.

In case of urgency, peiker CEE shall have the right to carry out the remedy itself or to have a third party carry out such remedy at the cost of Supplier. Supplier shall, to the extent reasonable and practicable, be informed of such substitute performance in advance and be provided with an opportunity to comment.

The provisions regarding recourse in the supply chain shall remain unaffected.

### Termination, Revocation for Nonperformance

If the same Contractual Item is delivered repeatedly with a defect, peiker CEE shall have the right to terminate this agreement as well as to revoke the unperformed part of the respective order and further to claim damages. But peiker CEE is not obliged to return defective and already processed parts.

This shall also apply if defects of the similar type (serial production defect) are identified during the warranty period in excess of the agreed defect rate of individual components (ppm goal). In case of a serial production defect all Contractual Items with the same product specification shall be deemed to have been affected.

### Damages

The right to claim damages, in particular the right to claim damages in lieu of performance, is expressly reserved. Supplier shall be obliged to compensate in particular any damage which is incurred by peiker CEE directly or indirectly as a result of a faulty delivery or performance of a Contractual Item, non-compliance with applicable safety regulations under public law, or due to other reasons which are attributable to Supplier.

Damages shall also include damages resulting from interruption of operations and lost profits.

To the extent that peiker CEE has contributed to the damage, Supplier is entitled to hold such contributory negligence against peiker CEE.

Supplier shall not be liable if peiker CEE has recognized or failed to recognize in a grossly negligent manner that there is no defect.

Any limitation of liability shall not apply if Supplier has fraudulently failed to disclose a defect or if it has given a warranty for a specific performance of the Contractual Items or has assumed the procurement risk.

## **Other Liability**

### **Breach of Obligations**

If peiker CEE suffers damage as a result of a breach of the obligations of Supplier, Supplier shall be obliged to compensate such damage suffered by peiker CEE.

### **Mitigation of Damages and Measures of Prevention**

Supplier shall be liable for measures designed to prevent or mitigate damage. This applies in particular for measures which are relevant for product safety or required by public authorities (e.g., product recalls). The foregoing obligations shall also apply whenever peiker CEE is obliged to take such steps as required by its customers. If peiker CEE is liable to third parties regardless of negligence or fault according to law, which may not be waived, supplier shall be liable towards peiker CEE to the extent it would be directly liable itself. If and to the extent that peiker CEE has contributed negligence or cause to the damage, Supplier is entitled to hold such contributory or cause against peiker CEE. This also applies in case Supplier is claimed directly. peiker CEE shall inform Supplier in full without undue delay if Supplier is claimed under the above provisions. peiker CEE shall provide an opportunity to examine cause of damage to the extent this is possible for peiker CEE. The Parties shall agree on any measures to be taken, as well as all legal steps and public statements in relation to the matter.

### **Exclusion of Liability, Contributory Negligence, Limitation of Liability**

peiker CEE shall have no claims against Supplier to the extent that the damage is attributable to a breach by peiker CEE of its obligations regarding the operation, maintenance or installation, improper handling or use, ordinary wear and tear, or to a faulty repair by peiker CEE.

If and to the extent that peiker CEE has contributed to the damage, Supplier is entitled to hold such contributory negligence against peiker CEE.

Any exclusion or limitation of liability shall not apply in case of intentional misconduct or grossly negligent behaviour as well as in case of negligent behaviour for injuries to life, body or health and for claims under applicable product liability laws.

### **Product Liability**

To the extent that Supplier is responsible for a defect in the products delivered by peiker CEE, Supplier shall reimburse to peiker CEE any damage incurred as a result of such defect, in particular in connection with a product recall or a product warning, provided that the cause for such recall or warning originates from Supplier's sphere of influence or organisation. Supplier shall reimburse and hold peiker CEE harmless from and against any such liability vis-à-vis third parties upon request of peiker CEE.

If peiker CEE is liable under strict liability provisions or other provisions which cannot be validly disclaimed vis-à-vis third parties (product liability), Supplier shall be liable to peiker CEE to the extent it would be directly liable.

When calculating a claim to compensation within the internal relationship of the contracting parties, any possible contributory negligence must be offset to the extent to which the damage has mainly been caused by one or the other part. This also applies in the event of a direct claim against the supplier.

As part of its strict product liability, Supplier shall also reimburse any costs and expenses incurred by peiker CEE in connection with a product recall which is carried out or demanded from peiker CEE or other measures designed to prevent damage. peiker CEE shall inform Supplier to the extent reasonably feasible about the scope and extent of the recall measures and shall provide an opportunity for Supplier to comment. Any other statutory claims of peiker CEE remain unaffected.

### **Insurance Coverage**

Supplier shall at its own cost procure liability insurance coverage including liability for serial defects with an adequate coverage and shall maintain such coverage during the term of this Agreement. Supplier shall ensure that peiker CEE is entitled to claim under such policy in case of damage, subject to applicable insurance law. Supplier shall provide proof of coverage to peiker CEE by supplying a copy of the insurance policy upon request.

Furthermore, Supplier shall procure product liability coverage (including product recalls and serial defects) with a coverage (personal injury/loss of property) during the term of this Agreement and to provide proof of such coverage to peiker CEE upon request. The product liability coverage must be maintained for a period of ten years after the expiry of this Agreement. Any further damage claims of peiker CEE shall remain unaffected.

### **Intellectual Property**

peiker CEE is

entitled to sell and distribute the Contractual Items worldwide, in its own name and on terms and conditions chosen by peiker CEE itself

**14.1** The Contractual Items will be distributed by peiker CEE worldwide. Supplier warrants that neither the Contractual Items themselves, nor any materials or methods used in such items, violate any patents, utility patents, design patents, copyrights, trademarks, or similar rights (hereinafter collectively "IP Rights") of third parties.

If a third party asserts claims on peiker CEE arising from IP Rights with regard to the delivery and /or use of Contractual Items, Supplier shall defend and indemnify peiker CEE at its own expense. In case of claims to injunctive relief, upon request from peiker CEE, the Supplier shall, at its own costs, either obtain a right to use or change the Contractual Item or replace them by products free of IP Rights and with the same specification. If such remedy is not possible or not reasonable, the Supplier shall take back the Contractual Item without prejudice to further rights of peiker CEE and reimburse peiker CEE with the contract value and return-costs and additional costs incurred by peiker CEE as result of the returned transaction.

The supplier shall satisfy all claims recognized by declaratory judgement resulting from IP Rights due to deliveries, services and /or use of the Contractual Items in lieu of peiker CEE

The foregoing provisions shall apply mutatis mutandis if a customer of peiker CEE who is being prosecuted by a third party for infringement of IP Rights as a result of deliveries or the use of the Contractual Products takes recourse against peiker CEE.

### **Confidentiality**

The Parties are mutually obligated to maintain confidentiality with regard to internal business processes. They agree to treat this Agreement, the Annexes hereto, and all documents already created and to be created in the future in connection with the implementation of this Agreement as confidential, and to ensure that their employees provide confidential treatment thereof.

peiker CEE reserves all ownership rights and copyrights to illustrations, diagrams, drawings, calculations, and other documents transmitted to Supplier.

Such information and documents must not be used for any purpose other than the manufacturing of the Contractual Items pursuant to this Agreement.

All documents must be returned upon first request of peiker CEE together with any and all copies made thereof, and in any event no later than upon termination of this Agreement without any request to that effect being required. Retention of copies, drawings, or other materials that make it possible to reconstruct such documents is not permitted. The foregoing shall not apply for confidential information and documents which must be retained to comply with statutory archiving purposes as well as for data on an electronic backup archiving system. Any such retained information may only be used in accordance with the purpose of this Agreement and the archival purposes for which these are being retained.

Supplier shall ensure that its subcontractors and sub-suppliers also observe the rules on information security applicable at peiker CEE. Personal data to which the Supplier's subcontractors and suppliers obtain knowledge during the implementation of this Agreement must be treated as strictly confidential and secured in accordance with applicable statutory provisions. The Supplier's subcontractors and suppliers must undertake a written obligation to maintain confidentiality prior to the utilization of their services.

The foregoing obligations shall survive termination of this Agreement as long as the information exchanged between the Parties has not come into the public domain. The Party claiming that information has come into the public domain shall bear the burden of proof in that regard.

The Parties shall mention their business relationship vis-à-vis third parties only with the advance permission of the respective other Party in written form.

## 16. Subcontracting

Supplier shall in principle manufacture the Contractual Items in its own facilities. Supplier shall use subcontractors only with the advance consent of peiker CEE in written form after having provided a copy of the intended subcontract to peiker CEE. peiker CEE shall have the right to reject a subcontractor proposed by Supplier where there is reason to doubt that the subcontractor can properly fulfill the services to be assigned to it as agreed.

Even if peiker CEE grants its approval, Supplier shall remain liable in full and in every respect under the agreement entered into with peiker CEE. No separate contractual relationship shall be established between peiker CEE and the subcontractor. Within its relationship with peiker CEE, Supplier shall also be liable for the subcontractor.

## Retention of Title

Supply parts provided by peiker CEE, if any, shall remain the property of peiker CEE. Any processing of such parts shall be carried out by Supplier on behalf of peiker CEE. If supply parts which are under a retention of title by peiker CEE are processed together with other parts which are not owned by peiker CEE, then peiker CEE shall obtain fractional co-ownership of the resulting items on the basis of the pro-rata value of the parts provided by peiker CEE at the time of processing.

If supply parts of peiker CEE are being commingled or combined inextricably with other parts which are not owned by peiker CEE, then peiker CEE shall obtain fractional co-ownership of such parts according to section 17.1. If the commingling or combination is such that the parts provided by Supplier are to be regarded as the main object, it is considered as agreed that the Supplier assigns proportional co-ownership to peiker CEE. Supplier shall retain any parts owned or co-owned by peiker CEE at no charge to peiker CEE.

peiker CEE shall retain title to any tools which have been provided by peiker CEE for the manufacturing of the Contractual Items or which have been ordered or paid for by peiker CEE (or are to be paid for by peiker CEE). Supplier shall use such tools exclusively for the manufacturing of the Contractual Items ordered by peiker CEE and to insure the tools owned by peiker CEE at their replacement cost against fire, water, and theft at its own cost. Supplier shall also ensure that all necessary maintenance and repairs are carried out in due time at its cost.

## Product Safety, Social Responsibility, Environment

Supplier warrants that its deliveries shall conform to the applicable safety standards as well as the applicable national and international requirements. (e. g. ElektroG, RoHS Guideline, etc.) Moreover the relevant national and international business ethics are to observe.

This applies in particular, but is not limited to, the provisions regarding discrimination, respect of human dignity, working conditions as well as the guidelines of the UN Initiative Global Compact (Davos, 01/99), the principles and rights which were confirmed by the International Labor Organization (ILO) in „Declaration on Fundamental Principles and Rights at Work and its Follow-up“ (Geneva, 18 June 1998, Annex revised 15 June 2010) as well as the provisions on conflict minerals within the meaning of § 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act.

peiker CEE reserves the right to pass on requirements regarding the chemical composition of the Contractual Items to Supplier. Supplier shall observe such usage restrictions, if any.

Supplier shall regularly review the lists published on [www.peiker-cee.de](http://www.peiker-cee.de) regarding requirements from its customers as to environment, social responsibility, safety requirements and to assess its delivery capacity with regard to compliance with such requirements. Supplier shall inform peiker CEE of any changes/deviations.

## Limitation Periods

The mutual claims of the Parties shall be subject to statutory limitation periods, except as provided otherwise in this Agreement.

Warranty claims shall be subject to a limitation period of 36 months after the passing of risk. The limitation period shall be extended by the period during which remedy efforts of Supplier from the date of receipt of a defect notice from peiker CEE until the date on which Supplier declares such efforts to be completed or refuses any further remedial action.

The limitation period for legal defects in title is 36 months, provided, however, that such limitation period shall not expire as long as a third party can claim such right vis-à-vis peiker CEE, in particular due to non-expiry of a limitation period. Claims regarding infringements of intellectual property rights shall be subject to a limitation period of 10 years, irrespective of whether peiker CEE was aware of such infringement.

The above limitation periods shall not apply in case of willful misconduct or fraudulent concealment of a defect.

Damage claims relating to injury to life, body or health and for claims pursuant to the German Product Liability Act (Produkthaftungsgesetz) shall be subject to the statutory limitation periods.

**Applicable Law, Venue**

The laws of the Federal Republic of Germany shall apply to all legal relationships that arise with regard to the Parties and their legal successors based on this Agreement, any amendments hereto, or supplements and side agreements Agreements. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German conflict-of-laws provisions shall not apply.

The place of jurisdiction for all direct or indirect disputes arising between the Parties is the court of jurisdiction for the place in which peiker CEE has its registered office unless otherwise agreed or otherwise determined by non-waivable provisions of law. peiker CEE has the right to file an action against Supplier in the Supplier`s general statutory place of jurisdiction.

**Miscellaneous Provisions**

As and insofar provisions of the General Purchasing Terms and Conditions should be or become invalid or unenforceable, the remaining provisions hereof shall remain unaffected by such circumstance.

The same applies in the event that there should be any gap in the provisions hereof that requires filling, which should take place according to the intended will of the Parties

Effective from December 2015