

General terms and conditions of business

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As of: October 1 2018

I. Applicability of the general terms and conditions of purchase

1. These general terms and conditions of purchase apply to all contracts with the commercial suppliers of AIP Innenprojekt GmbH - hereinafter referred to as AIP - which are concluded from 1. October 2018 and which primarily concern the delivery of goods and/or software and/or work services for AIP. The provisions concluded in these general terms and conditions of purchase also apply in the same way to the work services to be provided by the supplier; in reservation of formulated differences, the contract for the work services shall be deemed to be the “contract” and the work service shall be deemed to be the “goods” as defined in these general terms and conditions of purchase. Any additional obligations assumed by the supplier shall not affect the applicability of these general terms and conditions of purchase.

2. Conflicting or deviating terms and conditions of business of the supplier shall not lead to any obligations on the part of AIP, even if AIP fails to provide an objection or provides services or accepts services of the supplier without reservation. Similarly, AIP shall not be subject to any obligations, should the terms and conditions of business of the supplier deviate from statutory provisions, regardless of the content of these general terms and conditions of purchase.

II. Conclusion of the contract

1. Prior to conclusion of the contract, the supplier shall be obliged to provide written notification to AIP, should the goods to be delivered not be suitable for the use without restriction which is notified to the supplier or intended under the contract, if the handling of the goods to be delivered require special safety regulations to be observed or should the goods to be delivered represent special risks to health, safety or the environment or represent atypical risk of damage or an unusual scope of damage which is known or should be known to the supplier. The same applies should the statements made by the supplier or third parties which are known or should be known to the supplier in adverts, prospectuses or to the public in Germany or abroad not be able to be complied with in all respects.

2. Offers of the supplier must be made in writing. Should the offer of the supplier deviate from the enquiry or order of AIP, the supplier shall classify the deviations as such.

3. All orders placed by AIP, in particular by its employees, shall only become valid by means of the written “order” of AIP. The contract shall come into existence if, within a deadline of fourteen (14) calendar days from the date of the written “order” which is sent to the supplier by AIP, the “order acceptance” which has been signed by the supplier in a legally binding manner is received back by AIP without any content-related changes or if the supplier accepts the “order” implicitly. The contract will not come into existence if the supplier submits a written complaint that the “order” sent to the supplier by AIP does not comply with the declarations of the

supplier in all respects, specifies the deviations in writing and the complaint is received quickly by AIP, at the latest seven (7) calendar days of the written “order” being received by the supplier. The actual taking acceptance of goods and/or the acceptance of work services, the payment for these or other behavior of AIP or silence shall not allow the supplier to assume that the contract has been concluded.

4. The written “order” of AIP shall be decisive in relation to the scope of the overall contractual content, even if this deviates from the declarations of the supplier, namely also in relation to the exclusive applicability of these general terms and conditions of purchase. The images and drawings, as well as quantity, dimension and weight statements which accompany the contract are binding.

5. Any reduction of the rights of AIP which are formulated in law or in these general terms and conditions of purchase, namely any restriction or exclusion of statutory warranties or guarantees or undertaking of the supplier in relation to the goods and/or work services or the performance of the contract, as well as the type and scope of the checks to be carried out by IP shall always require the express and written confirmation of AIP.

6. Order confirmations carried out by the supplier shall remain ineffective, without an objection needing to be raised on the part of AIP. Namely, the actual taking acceptance of goods and/or the acceptance of work services, the payment for these or other behavior of AIP or silence shall not allow the supplier to assume that its order confirmation has been accepted.

7. The employees and agents of AIP are not entitled to deviate from the requirement of the timely receipt by AIP of the “order acceptance” which has been signed by the supplier in a legally binding manner or to issue undertakings which deviate in terms of content.

8. In consideration of the reimbursement of the proven, reasonable expenses of the supplier following conclusion of the contract, AIP is entitled to alter the requirements for the goods and/or work services to be delivered or to partially cancel the contract which has been concluded. In case of a partial cancellation, the supplier must also be reimbursed the proven pro rata profit which has been lost. For work services, § 649 of the German Civil Code (BGB) shall continue to apply.

9. Changes to the concluded contract can be carried out by means of an “order” of AIP which modifies the contract and the “order acceptance” of the supplier in accordance with Number II-3 below. Other amendments to the concluded contract shall always require the written confirmation of AIP.

III. Obligations of the supplier

1. The supplier must fulfill all obligations which are incumbent on it under the contract and these general terms and conditions of purchase, as well as under the rules of the ICC for the applicability of the DAP Incoterms® 2010 and statutory provisions in a timely manner, in particular by delivering the goods stated in the written “order” of AIP and/or providing work services. Any guarantees which are granted and other undertakings provided must be fulfilled by the supplier without these needing to be confirmed in writing. In addition, when carrying out its business activities, the supplier must also ensure that the respective regulations

concerning the minimum wage and prescribed social standards are complied with.

2. Without the express written agreement of AIP in each individual case, the supplier may not assign its performance obligations vis a vis AIP to sub-suppliers, should this lead to legal consequences for the contractual relationship with AIP under applicable laws.

3. Regardless of other notification obligations, the supplier must notify AIP of the pending delivery with reasonable advance notice and is obliged to inspect the goods in as timely a manner as possible prior to the handover to AIP to the same scope that AIP is obliged to do so on receipt, to set out the results of the inspection in writing and to send this to AIP if requested to do so. In all cases and regardless of a goods-in inspection which AIP is obliged to carry out, the supplier is obliged to check compliance with the quantity, type and packaging of the goods to be delivered and their freedom from quality defects and defects of title which are able to be easily discovered.

4. The transport and storage of the goods and/or work services prior to handover to AIP is the sole responsibility of the supplier; in particular, the supplier is obliged vis a vis AIP for ensuring that the goods and/or work service are packaged in a suitable manner for transportation, are loaded securely and are carried by a suitable means of transport. Regardless of its general responsibility for transportation, the supplier is also obliged to comply with the transportation regulations stated in the "order" of AIP. The agreement of other delivery clauses shall merely lead to deviating regulations in relation to the transportation and transportation costs and shall not amend the provisions concluded in this paragraph.

5. The supplier shall be responsible vis a vis AIP for ensuring that the goods and/or work service fulfill all requirements which must be observed when providing the goods and/or service on the market in Germany. In addition, regardless of statutory information obligations, the supplier shall notify AIP of all properties of the goods and/or work services in writing and in good time, where these could be of significance to their marketability. The agreement of other delivery clauses shall merely lead to deviating regulations in relation to the transportation and transportation costs and shall not amend the provisions concluded in this paragraph.

6. The supplier shall fulfill the obligations which are incumbent on it in a timely manner. In particular, it shall unload the goods and/or work service at the delivery address stated in the "order" of AIP. Should no delivery address be stated, the goods and/or work service must be delivered to AIP at the Limbach-Oberfrohna location in Germany. Only persons in the goods-in department and warehouse area of AIP are entitled to take receipt of the goods.

7. In reservation of additional undertakings, the supplier shall be obliged to provide AIP with newly manufactured goods and/or work services of the agreed type and quantity, to the agreed quality, with packaging which carries the labeling and identification, which correspond in all cases to the regulations and standards which apply to the provision of the goods and/or work service on the market in Germany, namely in relation to product safety, accident prevention, health and safety in the workplace, non-use of prohibited materials, compliance with value limits etc and which correspond to the most up-to-date state of technology, however the respective current DIN and VDE regulations as a minimum.

In particular, the supplier shall be responsible for ensuring that the goods and/or work service do not demonstrate any deviations which could lead to impairments of the usage or economic value which is usual in Germany or the purpose of use which has been notified to the supplier. The supplier shall also be obliged to hand over the necessary operating handbooks, instructions and technical documentation, as well as other materials concerning the goods and/or work service over to AIP in the German language. Should the goods and/or work service to be delivered require more specific provisions, the supplier shall always request in writing and in a timely manner that AIP permits the exercising of the right of determination. The supplier is not permitted to carry out or separately bill partial deliveries.

8. The supplier hereby guarantees that at the time of delivery of the goods and/or work service, no claims or third party rights exist which could impair the free use of the goods and/or work service by AIP in Germany or abroad, in particular in connection with ownership or commercial / other intellectual property.

9. The supplier shall be obliged to hand over to AIP the supplier declarations and proof of origin, as well as the customs and conformity certifications for the goods which have been requested in Limbach-Oberfrohna/Germany. The supplier shall also inform AIP if it is aware of import/export restrictions of third countries in relation to the delivered goods and/or work service, without the need for a request to be issued. The agreement of other Incoterms or other delivery clauses shall merely lead to deviating regulations in relation to the transportation and transportation costs and shall not amend the provisions concluded in this paragraph.

10. Each delivery must carry a delivery note in which the order number of the "order" of AIP is stated. Invoices, delivery notes and shipping papers must correspond to the information provided in the "order" of AIP, fulfill all legal requirements and must be sent to AIP separately by post and also electronically. Invoices must contain the order number, as well as the date of the "order" of AIP and the tax number of the supplier, together with the name of the processing person of AIP who is responsible for the transaction. Agreed partial or remaining deliveries must be stated as such in the delivery note and invoice.

11. Precise compliance with agreed dates or deadlines is a principal obligation on the part of the supplier. AIP is entitled to set the time of the delivery within agreed deadlines. The supplier can only claim non-timely clarification of technical queries by AIP if it has requested AIP to do so in writing and in a timely manner. Regardless of all other claims, delivery delays must be notified to AIP in writing immediately after becoming apparent, stating the new delivery date; the new delivery date is a fixed date in accordance with § 376 of the German Commercial Code (HGB). Should deliveries not take place on time, the fulfillment claims of AIP shall continue to apply, without special notification being required. The supplier shall only have the right to provide services outside of the agreed dates and deadlines if AIP has agreed to such in writing in each individual case.

12. Agreed penalties (contractual penalties and/or fixed damages) must also be provided in addition to the agreed services, but shall not exclude the bringing of further damages claims and can also be brought by AIP in case of acceptance of the delivery without reservation.

13. Statutory rights of the supplier to retain or suspend the services which it owes or to bring pleas or counterclaims shall be excluded, unless the counterclaim of the supplier against AIP is due and undisputed or has been recognized by a court or if AIP significantly breaches due obligations under the same contractual relationship despite a written warning and has not provided any reasonable remedies.

14. The supplier shall be obliged only to use environmentally friendly packaging materials and to dispose of packaging materials and goods and/or work services delivered by it, should these be subject to special provisions under waste disposal laws and should the disposal not be guaranteed elsewhere, to collect these at its own expense from the delivery address stated in the written "order" of AIP and, should no delivery address be stated, from the location in Limbach-Oberfrohna/Germany, or to collect these from third parties. Regardless of statutory provisions, the supplier is responsible for the renewed use, disposal of materials or otherwise prescribed disposal of the delivered goods and/or work service and the packaging at its own expense or must ensure this takes place elsewhere and is also required to provide proof to AIP on request.

15. The supplier is obliged to fully comply with the statutory obligations of the Employee Secondment and Minimum Wage Act and to ensure that the employees used by the supplier when fulfilling the contractual obligations vis a vis AIP also do so.

IV. Obligations of AIP

1. AIP is obliged to pay the agreed price. The payment shall take place in reservation of the following invoice checking according to the choice of AIP by means of remittance to a bank with which the supplier maintains a business relationship.

2. The payment claim of the supplier shall exist once the goods and documents have been handed over to AIP in full and in accordance with the contract and the work service has been approved and accepted in full. Without wavering the additional statutory requirements, the payment shall be due within 14 days with a 3% discount, 21 days with a 2% discount or 30 days net on account. The payment deadline shall not expire prior to the receipt of a proper invoice by AIP.

3. By means of the price, all services of the supplier, including any ancillary expenses incurred such as tax and duties, as well as bank charges, shall be fully and finally settled. Regardless of legal reason, any increase in the price agreed at the time of conclusion of the contract shall be excluded.

4. Third parties which are not involved in the conclusion of the contract are not permitted to request the payment. The supplier shall remain responsible for receipt even if it assigns claims under the contract to third parties.

5. Statutory rights of AIP to reduce the price, to set off, to retain and/or to issue pleas or counterclaims shall not be restricted by means of the provisions in these general terms and conditions of purchase and shall remain due to AIP if payment on account clauses are agreed, regardless of additional legal options. Without the need for prior notification to the supplier, AIP is entitled to suspend its obligations, should AIP have concerns that the

supplier will not properly perform its obligations under this contract or another agreement concluded with AIP and which has not yet been completely fulfilled in full or in part. AIP is also entitled to set off, retain, issue pleas or counterclaims if the claim brought against the supplier was acquired by means of assignment or AIP is entitled to collect for other reasons or if the claim brought against the supplier exists but is not yet due or if a different currency or exclusive place of jurisdiction or arbitration powers are intended for a court other than that which has jurisdiction for the claim of the supplier is intended.

6. AIP is not obliged to provide services which are not set out in its written "order" or in these general terms and conditions of purchase.

7. The taking receipt of the goods and/or work service by AIP takes place subject to the condition that the goods and/or work service are free from defects in all respects in accordance with the contract, these general terms and conditions of purchase and the applicable statutory provisions.

V. Material defects and defects of title

1. Beyond the material defects defined in law, any deviation from the agreed quantity, quality or suitability for use, in advertising statements, statements of the supplier made to AIP or legal guidelines (in particular under product laws) or in descriptions or labeling of the supplier shall represent a material defect in accordance with § 434 and/or § 633 of the German Civil Code (BGB), unless a different agreement is stated in the written "order" of AIP or the supplier provides proof that AIP was positively aware of the material defect at the time of conclusion of the contract and agreed to accept the defective goods and/or work service. Similarly, a material defect in accordance with § 434 and/or § 633 of the German Civil Code (BGB) will be present if claims are triggered in favor of third parties under product liability laws. The release of samples by AIP and the agreement of AIP to drawings, calculations or other documents of the supplier (particularly of a technical nature), shall not give rise to the presumption that AIP was aware of the defect in relation to the goods and/or work service and shall not release the supplier from responsibility for the goods and/or work service. The presence of defects of title shall take place by taking the provisions in Numbers III. 8. into account, otherwise in accordance with § 435 and/or § 633 Paragraph 3 of the German Civil Code (BGB); the time of the delivery shall be decisive.

2. The confirmation of the supplier in relation to the quality or suitability of the goods and/or work service requested by AIP is, at the same time, a clear and unrestricted guarantee on the part of the supplier under the law, unless the supplier has stated to AIP in writing that it cannot provide such a warranty. The same applies to references of the supplier to generally accepted norms or quality characteristics or other statements of the supplier that the goods and/or work service demonstrate a certain quality and/or are suitable for a specific purpose of use. In case of follow up transactions concerning the same goods and/or work service, the confirmations, references or other declarations of the supplier shall continue to apply, without the need for separate reference.

3. With the exception of material defects which are highly obvious, the obligation to inspect the goods shall not commence until the time of processing or use of the goods by AIP, however at the latest three (3) months following handover to AIP. The obligation to carry out an inspection only applies in relation to typical deviations of an actual nature concerning type, quantity, quality and packaging of the delivered goods and shall be deemed to be fulfilled in case of use of an inspection method which is customary for AIP and which limits the inspection to the taking of random samples by AIP. In case of follow up or partial deliveries, it shall suffice to only inspect individual deliveries. It is not necessary to engage external specialist personnel. AIP shall not be obliged vis a vis the supplier to inspect the goods in relation to compliance with legal regulations or for the presence of defects of title. Should the supplier deliver late, the obligation to carry out an inspection shall no longer apply, should a reasonable time to do so no longer be available due to the late delivery. Should the supplier provide supplementary performance due to a material defect which has been reported, the obligation to carry out an inspection shall cease until AIP has received written notification from the supplier that the supplementary performance has now been completed. With the exception of obvious contractual breaches, the obligation to carry out an inspection in the case of resale without alterations shall no longer apply. No inspection obligation applies to work services to be provided by the supplier where the regulations concerning purchases under § 651 do not apply.

4. Obvious material defects must be reported within five (5) working days of handover of the goods to AIP and material defects which are discovered during the inspection must be notified within ten (10) working days of completion of the inspection. Material defects which are not recognized during the inspection must be notified fifteen (15) working days after the material defect and the responsibility of the supplier for such are clear and at the latest prior to the expiry of the limitation period. Should the supplier have been aware of the material defect or should it have been aware of such, no notification obligation shall apply on the part of AIP. Otherwise, the notification must be addressed to the supplier or its agent. The material defect must be described clearly in the notification, without more precise information concerning the nature of the defect or the scope of the affected goods being necessary. The supplier is responsible to request further information from AIP in writing concerning the type of material defect or scope of the affected goods where necessary. Defects of title, as well as defects in the work services to be provided by the supplier where the regulations concerning purchases under § 651 do not apply can be notified at any time without the need to comply with a deadline.

5. Without wavering further contractual or legal claims, namely also those under §§ 478, 479 of the German Civil Code (BGB), AIP is entitled to take legal remedies under Number V,-6 in accordance with these general terms and conditions of purchase, should the goods and/or work service be defective in accordance with these general terms and conditions of purchase within the deadline set out in Number V.-4, unless the supplier proves that the defect was caused by AIP after taking possession of the goods and/or work service and that AIP is responsible for such. The legal remedies to which AIP are entitled will not be restricted, should AIP take measures in order to correct material defects and these are carried out properly.

6. In case of defective goods and/or work services in accordance with these general terms and conditions of purchase, AIP is entitled, without restrictions, to bring the statutory remedies and/or claims of a non-contractual nature against the supplier and to additionally withhold the purchase price to the sum of three times the improvement costs until the complaint has been finally resolved. AIP is not obliged

to request supplementary performance or to grant the supplier the opportunity to carry out supplementary

performance, rather it shall be immediately entitled to reduction, rescission and/or damages due to the defect. AIP can reject excessive quantities in full or in part, without the necessity for a defect notification. Otherwise, the provisions concerning rescission in V1-1 and damages in VI-2 shall apply, also in case of the delivery of defective goods and/or work services. The goods made available to the supplier must be collected from AIP within ten (10) calendar days. Return shipments of goods will take place at the expense and risk of the supplier. In case of rescission, AIP is only required to reimburse the remaining costs of use following the deduction of all costs incurred due to the defect; no reimbursement will be made for use which has not taken place. Regardless of other claims and regardless of fault on the part of the supplier, defects which are not obviously apparent will also entitle AIP to demand reimbursement of the expenses incurred in the time between delivery of the goods and/or work service and correction of the defect, including associated communal costs, as well as those costs which AIP reimburses to its consumers or other third parties, should the expenses be due to material defects or defects of title which can be attributed to the supplier under these general terms and conditions of purchase and the associated obligations of AIP were not entered after the time when the defect was discovered. The supplier is also obliged to pay a processing fee of 150 EUR plus VAT to AIP for each justified material defect claim or each justified claim relating to defects of title.

7. The limitation periods of § 438 and § 634 a of the German Civil Code (BGB) shall commence at the time of handover of the goods and/or work service by AIP to the delivery address of AIP stated in the written "order" of AIP and, should no such address be stated, to the location in Limbach-Oberfrohna/Germany and complete fulfillment of all primary obligations to which the supplier is subject and amount to three (3) years or, in case of the infringement of third party rights, ten (10) years, unless a longer limitation period is prescribed by law. The limitation period for all legal remedies for improvement or replacement of goods shall commence at the time of supplementary performance, unless the supplier declares prior to supplementary performance that this is taking place without the acknowledgment of a legal obligation. In no case, will the limitation be implemented prior to the expiry of six months following the notification of the defect, provided that the notification takes place prior to the expiry of the limitation period.

VI. Rescission and damages

1. In compliance with the applicable statutory provisions, the supplier is entitled to rescind the contract. Without waiving further statutory powers, AIP is entitled to rescind the contract in full or in part, should the performance of the contract be legally prohibited or if the supplier objects to the applicability of these general terms and conditions of purchase, if the written "order acceptance" of AIP is received by the supplier more than fourteen (14) calendar days following its date of issue, if the opening of insolvency proceedings against the assets of the supplier is applied for, if the supplier fails to comply with essential obligations which it owes to AIP or third parties without providing a legitimate reason, if AIP is entitled to legal remedies under these general terms and conditions of purchase due to the delivery of defective goods, if the supplier has breached other obligations and a period of grace set by AIP has expired fruitlessly or if AIP is no longer able to fulfill its performance obligations with its funds, which are reasonable when taking its own justified positions and those of the supplier which are recognizable at the time of conclusion of the contract, in particular the agreed mutual consideration. In case of rescission, AIP is only required to reimburse all remaining use remaining with it following the deduction of all expenses caused by

the breach of contract; no reimbursement will be payable for any use which is not claimed.

2. Regardless of other claims, also of a non-contractual nature, AIP is entitled without restrictions in accordance with the statutory provisions to demand damages from the supplier due to any type of contractual breach. The acceptance of the goods and/or work service without reservation or payment of the price shall not give rise to any wavering of damages claims. In reservation of proof provided by the supplier that no loss was incurred or that the loss incurred was significantly lower and regardless of the bringing of further damages claims, in case of late delivery of the goods and/or services or failure to deliver these, AIP is entitled to charge fixed damages for each week of delay commenced without proof to the sum of 0.5% of the respective delivery value up to a maximum of 5%.

VII. Other provisions

1. By means of the delivery, the goods and/or work services and all associated documents and papers shall become the property of AIP without restriction. Should AIP provide the supplier with materials, the ownership of AIP shall remain unaffected. Any processing, connection or mixing shall take place for AIP. Should reservation of ownership in favor of the supplier be agreed, this shall merely have the effect of a simple reservation of ownership; regardless of the reservation of ownership, AIP shall also be entitled to use the goods and/or work service at any time without restriction and/or to sell these, as well as to assign the ownership of the goods and/or work service to third parties, even if the use by AIP leads to the cancellation of the reservation of ownership.

2. Without AIP wavering further claims, the supplier shall release AIP from all third party claims which are brought against AIP under product laws, product liability laws or similar provisions, should the product have been delivered by the supplier or should the causal nature of the basic materials or parts delivered by the supplier not be able to be excluded in relation to the product defect. In particular, the release includes the reimbursement of the expenses incurred by AIP and the costs of a precautionary field or recall measure and is hereby being agreed to by the supplier in wavering additional requirements or other pleas, in particular compliance with inspection, complaint, monitoring or recall obligations, as well as the plea of limitation. Should the contract with the supplier not be covered by supplier liability insurance taken out by AIP and should AIP have notified the supplier of the scope of the coverage in writing, the supplier shall be obliged to maintain product liability insurance and product recall insurance with a sum insured of at least 5 million EUR per incidence of loss, regardless of further claims of AIP and to provide proof of the insurance at all times if requested to do so by AIP.

3. Without AIP wavering further claims, following a first request and by foregoing further requirements or pleas, in particular compliance with inspection, complaint, monitoring or recall obligations or the prior carrying out of official or court procedures, as well as wavering the plea of limitation in written form, the supplier must provide AIP with all requested information and technical documentation concerning the goods and/or work service and must provide security or compensation without restriction, should AIP be threatened with detriments due to the orders of the authorities or should AIP be subjected to the imposition of fines or other disadvantages and should the official order be based on regulations under product laws where the supplier is responsible for compliance in

accordance with the provisions in these general terms and conditions of purchase. The same applies, should AIP be required to recall the goods and/or work service delivered by the supplier or which contain parts delivered by the supplier due to applicable legal regulations, if the causal nature of these can not be excluded in connection with the product recall.

4. The data concerning the supplier received in connection with the business relationship will be processed and used by AIP in accordance with data protection legislation for its own commercial purposes.

5. AIP shall reserve all ownership rights, copyright, other commercial property rights and rights derived from know-how in connection with the pictures, images, calculations and other documents, as well as software delivered by AIP in physical or electronic form. These must be kept confidential in relation to third parties and may only be used to perform an order which has been issued by AIP. Following completion of the order, these must be returned to AIP in full and without copies being retained, whilst forfeiting a right of retention.

6. AIP can use delivered software in accordance with the performance characteristics agreed with the supplier and/or the use of the goods and/or work service or associated products and without restriction to statutory use options or other use options agreed with the supplier. AIP is always entitled to make backup copies.

7. In order to comply with the written form requirement, neither a unilateral signature nor an electronic signature are necessary. Notifications by means of fax or email satisfy the written form requirements, as well as other text forms, without the completion of the declaration being needed to be made specifically clear.

VIII. General contractual provisions

1. The delivery location is stated in the provision in III-6 of these general terms and conditions of purchase and also applies to replacement deliveries or the improvement of delivered goods. The payment location and place of performance for all other obligations of AIP with the supplier is Limbach-Oberfrohna/Germany. These provisions shall also apply if the supplier performs services for AIP at a different location or provides payments in consideration for the handover of goods or documents or if provided services are to be returned. The agreement of other Incoterms or other delivery clauses shall merely lead to deviating regulations in relation to the transportation and transportation costs and shall not amend the provisions concluded in this paragraph.

2. German law shall apply exclusively to the contractual and non-contractual legal relationships with the supplier. In case of the use of trade clauses, Incoterms® 2010 of the International Chamber of Trade shall apply, taking into account the provisions which have been concluded in these general terms and conditions of purchase.

3. In relation to all contractual and non-contractual disputes under or in connection with contracts where these general terms and conditions of purchase apply, the local and

internationally exclusive competence of the courts with jurisdiction for Chemnitz, Germany is hereby being agreed. In particular, this jurisdiction includes any other competence provided by law in a personal or factual context. The supplier is also not permitted to bring a counterclaim, set off or retention before a court other than that in Chemnitz, Germany which has exclusive jurisdiction. Instead of a lawsuit before the courts with jurisdiction for Chemnitz, Germany, AIP is however entitled to also bring a lawsuit before the state courts at the place of business of the supplier or the state courts which have jurisdiction under German or foreign law.

4. Should any provisions of these general terms and conditions of purchase be or become ineffective, the remaining clauses shall remain valid. The parties shall be obliged to replace the ineffective provision by a legally valid clause which comes closest to the economic sense and purpose of the ineffective provision.