General Purchasing Terms

F&K Maschinenbau GmbH & Co. KG · for business partners acting as suppliers
As of: 27 October 2026 | Version: AEB-2026-10-27-R4

Purchasing terms for business partners. These terms govern our purchasing of goods and services and apply insofar as they are validly incorporated into the relevant contract. Individual agreements take precedence. The full Supplier Code of Conduct and the development terms are expressly agreed separately.

English translation of the German document, version AEB-2026-10-27-R4. Translation dated 27 October 2026.

1. Contracting parties, scope and order of precedence

1.1 These General Purchasing Terms apply to contracts entered into by F&K Maschinenbau GmbH & Co. KG, Bunsenstraße 9-11, 51145 Cologne, Germany, Cologne Local Court HRA 29365 (hereinafter “F&K” or “we”), as the customer, with entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter the “Supplier”). F&K is the sole contracting party. The designation KILIC Gruppe does not create an additional contracting party.

1.2 They cover the purchase of goods, components, assemblies, tools and fixtures, as well as manufacturing, development, installation, maintenance and other technical services. The legal classification and applicable statutory provisions depend on the actual performance agreed. These terms do not apply to employment relationships or leases.

1.3 This version AEB-2026-10-27-R4 applies insofar as it is validly incorporated into the relevant contract. For this purpose, we refer to this version in our order or a framework agreement and provide it to the Supplier in full before the contract is concluded. Subject to the statutory requirements, agreement may also be reached through conduct indicating consent; silence alone does not constitute acceptance under these terms. Publication on a website, a supplier application or a mere acknowledgement of reading does not in itself create a contractual obligation. New versions do not amend existing contracts without a further agreement. Our terms and conditions of sale and services for customers do not apply to our purchasing activities.

1.4 Mandatory law and individual agreements take precedence. Expressly agreed order-specific terms concerning performance, quality and rights then take precedence over these Purchasing Terms for the matters they govern. A validly agreed Supplier Code of Conduct supplements these terms in respect of the conduct obligations it governs; in the event of a conflict, these Purchasing Terms take precedence unless an individual or order-specific agreement provides otherwise. We object to any deviating or supplementary standard terms and conditions of the Supplier. They apply only insofar as we consent to their application. The same applies to deviating legal terms in order confirmations, data sheets, technical documents or delivery notes. For evidential purposes, consent should be documented in text form. Acceptance of deliveries or services without reservation, and payments, do not in themselves constitute consent. Statutory rules on conflicting standard terms remain unaffected.

2. Orders, conclusion of contracts and changes

2.1 Orders and order confirmations should be made in text form, in particular by email, for evidential purposes. Individual agreements, including oral agreements, and statutory form requirements remain unaffected. An enquiry, supplier approval, sales plan or non-binding demand forecast does not in itself create a purchase commitment.

2.2 A contract is concluded through matching declarations. The Supplier must expressly identify any deviations from our order in its order confirmation; such deviations require our consent. Under these terms, silence does not constitute acceptance. A binding acceptance period applies only if stated in the order or otherwise agreed.

2.3 Agreed quantities, drawing revisions, materials, manufacturing processes, inspection characteristics, locations and dates must not be changed without our prior consent where the change may affect the agreed characteristics, quality, traceability or ability to deliver. For evidential purposes, consent should be given in text form; individual agreements retain precedence. Cost and scheduling consequences must be disclosed and agreed before implementation. Statutory rights to request changes or adjustments remain unaffected.

2.4 If the Supplier identifies apparent ambiguities, errors or technical risks in our specifications, it must inform us in good time before performing the affected work. It must not implement doubtful specifications without clarification. Its responsibility depends on the scope of performance it has undertaken; this does not require a complete redesign that has not been commissioned.

3. Characteristics, quality and documentation

3.1 The Supplier must provide the agreed quantity, characteristics, function, quality and documentation, as well as the characteristics required by law. The specifications, drawings with revision status, materials, tolerances, surfaces, inspection characteristics and operating conditions identified in the order are particularly relevant. Binding customer requirements communicated by F&K become part of the order insofar as they are expressly incorporated.

3.2 Statutory safety and conformity requirements must be met for the agreed deliverable and the destination markets communicated to the Supplier. Manufacturer, integration and operator responsibilities are allocated according to the scope of performance; mandatory statutory duties remain unaffected. Certificates or industry approvals are required only insofar as prescribed by law or expressly agreed.

3.3 The agreed inspections and tests must be carried out and documented in a traceable manner. Material certificates, test reports, conformity documents, operating and maintenance information and traceability data must be supplied to the extent required by law and agreed, and clearly allocated to the order, drawing revision and affected parts or batches. Where required in the order, these include, for example, inspection certificates under EN 10204, dimensional inspection reports and evidence of welding, heat treatment or coating processes. These required documents form part of the performance owed. Their absence entitles us to withhold payment only to the extent permitted by law and reasonable under clause 4.4. The retention period and accessibility of additional order-related records are set out in the order or a separate quality agreement.

3.4 Non-conforming parts, deviations and suspected mix-ups or counterfeits must be reported before delivery. Delivery with a deviation requires approval expressly covering that deviation. Approval of a sample, drawing or process does not release the Supplier from responsibility for performance in accordance with the contract.

4. Prices, invoices and payment

4.1 Agreed prices apply to the defined scope of performance. Unless otherwise agreed, they include the necessary packaging, the documentation owed and transport to the agreed place of delivery; any VAT payable by law is stated separately. Additional work and additional costs require agreement unless there is a statutory entitlement.

4.2 Invoices must contain the information required by law and permit clear allocation to the order, delivery or service. Agreed electronic invoice formats and statutory requirements must be observed. We will raise objections to an invoice without unreasonable delay. Purely formal discrepancies that do not materially impair allocation and substantive checking do not postpone the start of the payment period.

4.3 Unless a different payment period is agreed, we pay within 30 calendar days after receipt of an invoice capable of being checked and completion of the delivery or service being invoiced. For work requiring acceptance, the period begins no earlier than acceptance or an equivalent statutory effect. Agreed advance and progress payments and statutory entitlements to progress payments are subject to their respective requirements; they are not deferred as a matter of course until completion of the entire order. Mandatory statutory rules on when payment becomes due remain unaffected.

4.4 Both parties retain justified defences and rights of set-off and retention to the extent provided by law. In the event of defects, we withhold only an amount that is reasonable according to the statutory standards. Undisputed amounts not covered by a justified right of retention will be paid on time. Payment alone constitutes neither acceptance nor a waiver of defect-related or other claims. Statutory consequences apply in the event of late payment.

5. Dates, delivery and transfer of risk

5.1 Agreed delivery and performance dates are binding. The Supplier must notify us without delay of foreseeable delays, stating the cause, expected duration and proposed countermeasures. A notification does not automatically change the agreed date or replace a necessary amendment agreement.

5.2 The place of delivery, recipient and agreed shipping requirements are set out in the order. An Incoterms clause applies only if agreed with a named place and the applicable edition. Early deliveries, excess quantities and partial deliveries that have not been agreed must be coordinated in advance. Statutory rights in the event of partial performance remain unaffected.

5.3 Unless a different delivery term is agreed, the Supplier bears the risk of accidental loss or accidental deterioration until handover at the agreed place of delivery. For work requiring acceptance, transfer of risk is governed by acceptance or an equivalent statutory effect. Statutory rules on default in acceptance remain unaffected.

5.4 In the event of delay or other failures in performance, we retain the statutory rights subject to their respective requirements. Required periods for remedy will be observed. Additional costs of replacement procurement are recoverable to the extent provided by law. The contractual penalty below applies exclusively where separately agreed as specified in clause 5.5; these terms do not establish a no-fault guarantee covering all consequences of delay.

5.5 A contractual penalty is payable only if the parties agree in the specific order that this clause applies to an expressly identified delivery or completion date and the corresponding scope of performance. If the Supplier is in delay in meeting that date for reasons for which it is responsible, the contractual penalty amounts to 0.1% for each completed working day of delay, up to an aggregate maximum of 5% of the net remuneration actually payable for the delayed part of the performance. The relevant basis is its final remuneration value, adjusted where applicable following reductions in

quantities or scope; parts performed on time and VAT are excluded. Working days are Monday to Friday, excluding statutory public holidays at the agreed place of delivery or performance.

5.6 The same period of delay must not be charged more than once as a contractual penalty for the same delayed part of the performance. All contractual penalties arising under clause 5.5 for an order are together capped at 5% of the net remuneration actually payable for all delayed parts of the performance. A contractual penalty incurred is credited against damages for the same delay; further proven loss may be claimed subject to the statutory requirements. F&K must reserve its right to the contractual penalty when accepting the delayed performance; section 341(3) of the German Civil Code (BGB) remains applicable. Any change to a date subject to a contractual penalty requires a renewed express agreement.

6. Incoming goods, inspection and acceptance

6.1 Where section 377 of the German Commercial Code (HGB) applies, we examine the goods after delivery insofar as practicable in the ordinary course of business and notify apparent defects without delay. Defects becoming apparent later will be notified without delay after discovery. The extent and nature of inspection depend on the deliverable, the agreed quality arrangements and the circumstances of the ordinary course of business. The statutory consequences of failing to notify a defect or notifying it late remain unaffected.

6.2 Work will be accepted after completion and provision of the inspection documents owed, in accordance with the agreed criteria. Insignificant defects do not prevent acceptance. Identified defects and reservations should be recorded in the acceptance report. Statutory effects of acceptance, in particular under section 640 BGB, are not excluded as a matter of course.

6.3 A receipt acknowledgement generally documents receipt of the goods; without a corresponding declaration, it is not technical approval. Necessary inspection, trial operation or payment alone does not replace agreed acceptance. The interpretation of specific declarations and the statutory requirements for implied or deemed acceptance remain unaffected.

7. Defect-related rights, subsequent performance and recourse

7.1 Statutory rights apply to defects in goods or work and defects in title. For purchase contracts and contracts for the supply of goods to be manufactured, we may choose repair or replacement delivery to the extent provided by law. For contracts for work, the statutory rules on subsequent performance for such contracts apply. The Supplier retains justified rights to refuse a remedy. We will make the affected item or work available for the necessary investigation and subsequent performance.

7.2 The Supplier bears the necessary costs of subsequent performance required by law, including transport, travel, labour and material costs and, where applicable, removal and installation costs. Before arranging remedial work ourselves or procuring a replacement, we generally give the Supplier an opportunity to remedy the defect and set an appropriate period where required. In urgent cases or where a period for remedy is not required by law, the applicable statutory requirements apply; the Supplier will be informed in advance where possible.

7.3 Rescission, price reduction, self-remedy in the case of contracts for work and damages are governed by the applicable type of contract and statutory requirements. Statutory supplier recourse rights, in particular under sections 445a, 445b and 478 BGB, remain unaffected. Multiple reimbursement of the same loss will not be sought.

7.4 The limitation period for claims for defects in quality under purchase contracts and contracts for the supply of goods to be manufactured, and under contracts for work concerning the manufacture,

maintenance or alteration of an item or related planning and supervision services, is three years. The limitation period for claims for defects in title under these contracts is five years. For purchase contracts and contracts for the supply of goods to be manufactured, the periods begin upon delivery at the agreed place of delivery; for work requiring acceptance, they begin upon acceptance or an equivalent statutory effect. Statutory provisions resulting in a later expiry of the limitation period remain unaffected, in particular in relation to structures, third-party rights in rem, fraudulent conduct, intent and supplier recourse. Other types of contract are subject to the statutory limitation rules. The extended periods also cover claims for damages based on the respective defect, without altering the other requirements for such claims. Statutory rules on suspension, suspension of expiry and recommencement remain applicable; merely examining a complaint is not automatically construed as an acknowledgement of liability.

8. Subcontractors and supporting evidence

8.1 The Supplier uses professionally suitable personnel and subcontractors and remains responsible for the performance owed in accordance with the statutory provisions. Initial subcontracting and any change of subcontractor for processes identified as critical in the order require our prior express consent. Without any additional designation, this applies to welding, heat treatment and functional surface treatment of F&K parts, as well as to parts and inspections identified as safety-related in the order. Before their involvement, the Supplier must identify the company, production site and scope of performance and, on request, demonstrate suitability for the order. For evidential purposes, consent should be given in text form; it does not relieve the Supplier of its responsibility. Transport-only services and ancillary services that are not critical to the order are exempt from this consent requirement. Any agreed requirement for personal performance or performance at a specified location remains unaffected.

8.2 Quality, safety, confidentiality and traceability requirements must be passed on to subcontractors used insofar as necessary to fulfil the relevant order. No unrestricted guarantee of the conduct of all companies in a global supply chain is required.

8.3 Order-related evidence and audit rights are governed by express agreements and a validly incorporated Supplier Code of Conduct. Reviews must be proportionate and protect trade secrets, personal data and third-party rights. These terms do not create an unrestricted right of access to premises or access to unrelated documents.

9. Items provided, tools and ownership

9.1 Materials, tools, fixtures, drawings, data carriers and other items provided by F&K remain the property of F&K or the respective rights holder, or remain within their legal sphere of rights. They must be appropriately identified, stored securely and used only for approved F&K orders. Loss, damage or third-party access must be reported to us without delay.

9.2 For tools and tangible work results specifically commissioned for F&K and clearly allocated to the order, whose outright acquisition has been agreed, the parties agree that ownership transfers to F&K upon full payment of the remuneration agreed for them, but no earlier than when the item comes into existence and the Supplier acquires the power to dispose of it. If an item remains with the Supplier, its custody on behalf of F&K replaces delivery; from that point, it possesses the item for F&K and may use it only for approved F&K orders. The storage location, identification and allocation are documented; particular maintenance and insurance obligations are specified in the order. Conflicting third-party rights must be disclosed before the contract is concluded and removed before the transfer of ownership is due. A mere contribution to tooling costs without an agreed outright acquisition does not create sole

ownership. Rights of use and intellectual property rights are additionally governed by clause 11 and, where applicable, the separately agreed Annex B.

9.3 Items provided and items required to be returned that are no longer needed for the order will be returned on request following coordination. Outside the scope of the order, they must not be sold, encumbered or made available for use by third parties without our prior consent. Statutory liens and rights of retention are not excluded as a matter of course; the Supplier must inform us of any right asserted and the items affected. On a reasoned request, the inventory, location and condition of our items required for the execution of the order must be evidenced.

9.4 When our materials are processed, transformed, combined or mixed, F&K's ownership and co-ownership rights that continue or arise by operation of law remain unaffected. Insofar as the Supplier acquires ownership as a result and our previous ownership ceases, it hereby transfers to us the co-ownership share in the resulting item corresponding to the ratio of the net value of our materials used to the net value of the new item when it comes into existence. Where items are combined or mixed without a new item being created, the relevant ratio is that of the net values of the combined or mixed items at the time of that process. In each case, net value means market value excluding VAT. Any co-ownership shares already acquired by F&K by operation of law are credited; any more extensive statutory ownership rights of F&K remain in place. F&K accepts the transfer. The Supplier holds the item concerned on behalf of F&K as co-owner; this possession agreement replaces delivery. It documents the order, materials used and shares so that the items remain identifiable. The transfer extends only as far as the Supplier has the power to dispose; conflicting third-party rights must be disclosed before processing.

9.5 Where ownership by a third party is apparent, particularly in relation to customer materials provided, the necessary authority and allocation of ownership must be clarified before any processing that changes ownership. These terms do not transfer ownership belonging to a third party that is not a party to the agreement. Different order-specific ownership agreements retain precedence. F&K's acquisition of ownership does not extinguish the agreed remuneration for processing or statutory security rights.

10. Confidentiality, data and site visits

10.1 Information of the other party that is marked as confidential or is recognisably confidential in the circumstances may be used only for the agreed contractual purpose and made available only to persons who need it and are subject to appropriate confidentiality obligations. This includes, in particular, non-public developments, designs, drawings, CAD/CAM/NC data, manufacturing processes, process parameters, prices and protected customer information. The obligation continues after the contract ends for as long as a legitimate confidentiality interest exists.

10.2 Exceptions apply to information that is lawfully public, was already lawfully known, was independently developed or was lawfully obtained from third parties without breach of a confidentiality obligation. Disclosures required by law remain permissible; the affected party will be informed in advance insofar as legally permitted. No prior consent or notification obligation applies to legally protected reports and disclosures, in particular under the German Whistleblower Protection Act and section 5 of the Trade Secrets Act (GeschGehG), or to legally protected employee rights.

10.3 Personal data will be processed only on a lawful basis and to the extent necessary. Any required data processing agreement will be concluded before the relevant processing begins. Security incidents that may affect data provided or the order must be reported to the affected party without unreasonable delay after becoming known, insofar as legally permissible. On request, confidential information no

longer required after its purpose ends will be returned or deleted; statutory retention obligations and legitimate evidential interests remain protected.

10.4 Site visits must be coordinated in advance. Visitors register at reception and observe reasonable safety, accompaniment and access rules. Before confidential information is made accessible, a visitor confidentiality agreement appropriate to the need for protection is concluded unless the individual concerned is already equivalently bound; it may be provided at reception for review and signature. Photographs, video and audio recordings and digital capture require prior express approval, subject to mandatory statutory powers and the exceptions in clause 10.2. Agreed inspection and acceptance rights and statutory powers of authorities remain unaffected.

10.5 Use of our company name, the designation KILIC Gruppe, our trade marks or logos as a customer reference, and publication of project descriptions, images of parts, case studies, press releases or other information about the cooperation, require our prior express consent to the particular content and intended use. This also applies to social media, trade fairs and advertising with products manufactured for F&K. The rights of our customers and other third parties must also be respected. Disclosures required by law and the exceptions under clause 10.2 remain unaffected; approval for an individual publication does not constitute a general permission for advertising or use.

10.6 Confidential F&K information, including drawings, CAD/CAM/NC data and customer information, must not be entered into either publicly accessible AI services or AI services operated by third parties without our prior express consent. Use of this information to train or improve third-party or the Supplier’s own AI models is permitted only under a separate express agreement. Approved systems must ensure purpose limitation, restricted access rights and effective confidentiality measures. Consent does not replace any required data protection, licence or customer approvals. The Supplier remains responsible for technical verification and the conformity with the contract of results created with AI assistance.

11. Rights of use and development orders

11.1 The Supplier must provide the rights necessary for the agreed use of its delivery or service and performance free from defects in title in that respect. Intended destination markets, purposes of use and required onward-transfer rights are specified for each order. Required third-party or software licences and restrictions must be disclosed before the contract is concluded; later restrictions require a corresponding agreement before use.

11.2 The purchase of standard products or manufacture to F&K drawings does not create a blanket transfer of all the Supplier’s development, patent or manufacturing rights. For separately commissioned development work, the scope, remuneration, file formats, editability, background rights and rights of use must be expressly agreed. For this purpose, Annex B to the Supplier Code of Conduct COC-2026-10-27-R4 may be separately incorporated into the specific development order. It does not apply solely by virtue of these Purchasing Terms or incorporation of the main Code.

11.3 Within its area of responsibility, the Supplier obtains the rights from its personnel and subcontractors necessary to fulfil the agreed scope of rights. If third-party rights are asserted, the parties inform each other without delay and coordinate the defence and possible remedial measures. Statutory claims relating to defects in title and damages remain unaffected. Neither party acknowledges claims at the other’s expense without coordination.

11.4 If the delivery contains software, firmware or connected components, the Supplier must disclose before the contract is concluded the licence terms, technical dependencies and known support and discontinuation timelines material to operation, integration, maintenance and agreed onward transfer.

Open-source components whose licence obligations affect our intended use, onward transfer or own work results must be identified by version and licence; required licence texts, notices and source code must be provided to the extent owed. An obligation to disclose other proprietary source code arises only from a separate agreement, in particular Annex B, or from mandatory law. A software bill of materials and further evidence are agreed for the specific order.

11.5 For deliveries under clause 11.4, the Supplier implements measures for secure development and provision appropriate to the risk and scope of performance. Before the contract is concluded, the support period, provision of security updates, a security contact and, where appropriate, response times must be specified. Any significant vulnerability or security incident affecting the agreed intended use must be reported to F&K without delay after becoming known, insofar as legally permissible; known effects and suitable protective measures must be described. Security fixes owed under the contract or by law must be provided within a reasonable period aligned with the urgency. Remedying defects free of charge as required by law or agreed must not be made conditional on entering into an additional paid support contract. Maintenance and further development beyond this scope are governed by a separate agreement; mandatory product and safety requirements remain unaffected.

11.6 Remote access to F&K systems, production facilities or data requires prior express approval regarding purpose, scope and duration. The Supplier uses only approved access methods, limits permissions to what is necessary, protects access credentials appropriately and logs security-relevant access. Undisclosed remote access routes, unauthorised data transfers and the use of shared default passwords for external access are prohibited. Access must be disabled once the reason for it no longer applies; security incidents are reported under clause 10.3. Data protection, trade secrets and third-party rights must be respected.

12. Liability, product safety and insurance

12.1 The parties are liable in accordance with the statutory provisions. Statutory no-fault liability, in particular under the German Product Liability Act, and statutory rules on contributory fault and mitigation of loss remain unaffected. These terms do not create an additional blanket guarantee liability. A contractual penalty requires the separate agreement under clauses 5.5 and 5.6.

12.2 If there are specific indications of safety defects, the parties inform each other without delay and coordinate necessary protective measures, recalls or remedies, insofar as urgency permits. Statutorily necessary immediate measures must not be delayed as a result. Allocation of costs and any compensation between the parties are governed by the statutory requirements and their respective shares of responsibility.

12.3 The Supplier maintains business liability insurance appropriate to its activities and the specific risk of the order insofar as such cover is customarily available in the industry for the relevant service. Particular types and amounts of cover are agreed before the order is placed. On a reasoned request, the relevant cover must be demonstrated to an appropriate extent. Insurance does not limit contractual or statutory liability.

13. Exceptional impediments to performance

13.1 If a party is temporarily unable to perform due to an event that was unforeseeable when the contract was concluded and lies outside its reasonable control, it informs the other party without delay of the cause, affected performance, expected duration and possible countermeasures. Ordinary procurement or cost risks are not automatically transferred to the other party as a result.

13.2 The parties coordinate reasonable measures to mitigate loss and continue performance. Any adjustment of dates, prices or scope requires an agreement or a statutory basis. An existing delay or breach for which a party is responsible is not excused as a matter of course by a later event.

13.3 Whether performance obligations cease or are suspended, counter-performance must be refunded or rescission, termination or adjustment of the contract is permissible depends on the statutory and expressly agreed requirements. No unilateral, unlimited extensions of time are granted.

14. Supplier Code of Conduct and legal requirements

14.1 The Supplier Code of Conduct COC-2026-10-27-R4 applies only if the parties expressly incorporate it into the relevant order or identified business relationship, for example using Annex A. A confirmation in the application form that the Code has been read does not replace this agreement. The complete version, including the agreed annexes, is provided before the contract is concluded; the version and consent are documented.

14.2 Further duties relating to human rights, occupational safety, the environment, integrity, the supply chain, evidence and remedial measures are governed by the separately agreed Code and the specific need for protection. A separate quality, security or development agreement applies only to the extent expressly agreed. Annex B must additionally be expressly agreed for the relevant development order.

14.3 Each party fulfils the statutory duties applicable to it concerning export controls, sanctions and other prohibitions. For its performance, the Supplier provides the necessary origin, classification and authorisation information available to it insofar as required for the specific transaction. F&K’s statutory duties as exporter or in relation to authorisations are not transferred to the Supplier as a matter of course. Unlawful deliveries or services are not required.

14.4 In connection with the performance of the order, the Supplier complies with the laws applicable to its activities and the relevant delivery or service. Bribery, acceptance of bribes, fraud, anti-competitive agreements, forced labour and unlawful child labour are prohibited. The applicable requirements concerning remuneration, working hours, occupational health and safety, and environmental protection must be met. Order-related inspection reports, statements of origin and certificates must be accurate and must not be falsified. These basic duties apply upon valid incorporation of these Purchasing Terms even without a separate agreement on the full Supplier Code of Conduct.

14.5 If the Supplier becomes aware of material breaches of clause 14.4 affecting the order, it informs us without undue delay insofar as legally permitted. Where there are reasonable indications of a breach, the Supplier is given an opportunity to comment. Established breaches must be remedied by necessary and reasonable measures within a period appropriate to their severity and urgency. Our rights of rescission, termination and damages are governed by clause 15.1 and the statutory requirements. Any required setting of a time limit or warning, and statutory exceptions to these requirements, remain applicable.

15. Termination and winding up

15.1 Rescission and termination are governed by the relevant type of contract and the statutory and validly agreed requirements. Any necessary period for remedy or warning must be observed. For contracts for work, our right to terminate under section 648 BGB remains available, subject to the remuneration consequences specified there. Statutory rights to terminate for good cause remain unaffected.

15.2 A supplier application, approval or framework agreement without a binding purchase quantity does not oblige us to place further orders. Orders already placed on a binding basis are not cancelled as a result. No general right to cancel binding orders for goods free of charge is agreed.

15.3 On termination, the parties coordinate the status of performance, outstanding payments, items provided and documents to be returned. Ownership and rights of use already acquired remain in force in accordance with their terms. Transition assistance beyond performance already owed by law or contract requires agreement on scope, dates and remuneration. Confidentiality and statutory retention obligations continue to apply.

16. Governing law, jurisdiction and final provisions

16.1 The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions not subject to a choice of law remain unaffected.

16.2 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, Cologne is the exclusive place of jurisdiction for disputes arising from this contractual relationship. For cross-border contracts, this applies subject to the applicable international jurisdiction rules and form requirements. Mandatory exclusive jurisdictions remain unaffected.

16.3 The contract language and, where applicable, the authoritative language version must be expressly agreed. If individual provisions are invalid or do not become part of the contract, the validity of the remainder and the filling of resulting gaps are governed by law, in particular section 306 BGB. The version validly agreed in each case remains decisive; later publications do not automatically replace it.