

General Terms and Conditions of Supply and Delivery for tools, systems and products (hereinafter also referred to collectively as “Goods”) as well as for the Provisions of product/process development

1. Scope

- (1) All deliveries, services and offers of Gerresheimer Regensburg GmbH (hereinafter referred to as “Gerresheimer”) shall be subject exclusively to these General Terms and Conditions of Provision, Supply and Delivery. They shall form an integral part of all contracts concluded by Gerresheimer with its contractual partners (hereinafter referred to as “Partner”) for the deliveries or services it offers. They shall apply in the version in force at the time the Partner’s order is placed and for all similar future supplies and deliveries, services or offers provided or made to the Partner without any need to re-refer to their application in an individual case and also if Gerresheimer supplies and/or delivers the products with knowledge of the Partner's General Terms and Conditions being in conflict with or deviating from these General Terms and Conditions of Provision, Supply and Delivery.
- (2) Any Partner’s General Terms and Conditions in conflict with or deviating from these General Terms and Conditions of Provision, Supply and Delivery shall not be acknowledged unless Gerresheimer has agreed to Partner’s General Terms and Conditions in writing.
- (3) These General Terms and Conditions of Provision, Supply and Delivery shall only apply to traders, legal persons under public law or special funds under public law within the meaning of section 310 (1) German Civil Code (BGB).

2. Conclusion of contract

- (1) Gerresheimer's offers shall always be non-binding – in particular in terms of quantity and price – unless they are expressly designated by Gerresheimer as binding.
- (2) Orders placed by the Partner shall only be deemed accepted upon confirmation by Gerresheimer in text form.
- (3) Supply contracts and delivery call-offs as well as amendments and supplements thereto shall be made in text form; delivery call-offs may also be made by electronic data transmission if so agreed in text form.

3. Subject of the contract

- (1) Gerresheimer shall, during the term of the contract, supply the Partner with the Goods contractually agreed or provide the product/process development contractually agreed.
- (2) In terms of products, Gerresheimer shall, in the absence of any agreement to the contrary, be the exclusive contractual partner of the Partner for the production, supply and delivery of the contractual products. Gerresheimer shall produce and supply the contractual products at suitable production sites in Germany and abroad and at qualified subcontractors/third parties.
- (3) In terms of product/process development, Gerresheimer shall act as a service provider for the Partner on the basis of the activities discussed and agreed upon in an individual case.

4. Quantity contract and forecast (only with regard to series production of products)

- (1) The parties shall agree annually on a quantity contract which provides for a binding minimum purchase quantity of contractual products to be supplied in the coming 12 months. The Partner undertakes to purchase and pay for at least the quantities specified therein by no later than two months after the end of the respective contract year. A contract year is understood to be the year following the conclusion of the contract.
- (2) The Partner shall plan its demand as part of a revolving forecast, each covering a period of 12 months. The forecast shall be updated monthly and shall contain
 - (a) the expected annual demand quantity
 - (b) the forecast demand quantity for the coming six months
 - (c) the binding demand quantity for the following three months.

The indication of demand for the following six months shall be deemed to constitute the release for the provision of the respective material.

- (3) Gerresheimer will only maintain production capacities in accordance with the communicated forecast. If demand quantities are not communicated, not communicated correctly or not communicated on time, Gerresheimer shall not be liable for any damage resulting thereof. This shall in particular apply to disadvantages on account of lacking production capacity.

5. Prices and payment

- (1) In the absence of any agreement to the contrary in an individual case, the prices in force at the time of conclusion of the contract shall apply plus statutory value-added tax.
- (2) If, between the conclusion of the contract and delivery, additional or increased taxes, duties, levies or fiscal charges – in particular customs duties and currency compensation – are incurred due to changes in the law, Gerresheimer shall be entitled to increase the agreed purchase price accordingly. The same shall apply to inspection fees.
- (3) The agreed remuneration for delivered parts shall be due for payment net in the currency stated on the invoice within 14 days of the invoice date. After the due date, default interest shall be charged at a rate of 9% p.a. above the respective basic rate of interest within the meaning of section 247 BGB. Gerresheimer reserves the right to assert further damage caused by default.
- (4) As regards orders from Partners, in particular such with their place of business abroad or, where justified indications of a risk of non-payment exist, Gerresheimer reserves the right to make delivery only following receipt of the agreed remuneration (prepayment reservation). If Gerresheimer makes use of the prepayment reservation, it shall inform the Partner without delay.

- (5) The Partner may set off a counterclaim or exercise a right of retention against all and any Gerresheimer payment claims only to the extent that the counterclaim is undisputed or has been established with final and binding effect.
- (6) If, after conclusion of the contract, it becomes apparent (e.g., by filing for the opening of insolvency proceedings) that Gerresheimer's claim to remuneration is jeopardized by the Partner's inability to perform, Gerresheimer shall, in accordance with the statutory provisions, be entitled to refuse performance – and, if necessary, after setting a time limit – to revoke the contract (section 321 BGB). Where contracts for the manufacture of non-fungible items (custom-made products) are concerned, Gerresheimer may immediately declare revocation; the statutory provisions on the dispensability of setting a time limit shall remain unaffected.

6. Retention of title

- (1) Gerresheimer shall remain the owner of the Goods until full payment of all Gerresheimer's current and future claims arising from the contract and an ongoing business relationship (secured claims). For this purpose, all supplies shall be deemed to be one continuous supply transaction.
- (2) The Goods subject to retention of title may not be pledged to third parties and ownership thereof may not be transferred as security prior to full payment of the secured claims. The Partner shall notify Gerresheimer in writing without undue delay if any application for the opening of insolvency proceedings is filed or if third parties gain access to the Goods belonging to Gerresheimer (e.g., by way of attachment).
- (3) Where the other party is in breach of contract, in particular in the event of failure to pay the remuneration due, Gerresheimer shall be entitled to revoke the contract in accordance with the statutory provisions and/or to require surrender of the Goods based on the retention of title. Requiring surrender shall not concurrently include a declaration of revocation; Gerresheimer shall rather be entitled to demand only surrender of the Goods and to reserve the right to revoke the contract. If the Partner fails to pay the remuneration due, Gerresheimer may only assert these rights if it has previously set the Partner a reasonable deadline for payment without success or if setting such a deadline may be dispensed with under the statutory provisions.
- (4) Until revoked in accordance with (c) below, the Partner shall have the authority to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply.
 - (a) Retention of title shall extend to the products resulting from the processing, intermixture or combination of Gerresheimer's Goods at their full value, whereby Gerresheimer shall be deemed to be the manufacturer. If, in the event of processing, intermixture or combination with third party goods, the latter's title remains, Gerresheimer shall acquire co-ownership in proportion to the invoice values of the processed, intermixed or combined goods. Furthermore, the same shall apply to the resulting product as applies to the Goods delivered subject to retention of title.

- (b) The Partner hereby assigns to Gerresheimer by way of security any claims against third parties arising from the resale of the Goods or the product in their entirety or in the amount of Gerresheimer's co-ownership share, in accordance with the preceding subsection. Gerresheimer accepts the assignment. The obligations of the Partner set forth in subsection (2) shall also apply in respect of the assigned claims.
 - (c) The Partner shall remain authorized to collect the claim in addition to Gerresheimer. Gerresheimer undertakes not to collect the claim as long as the Partner complies with its payment obligations towards Gerresheimer, there is no deficiency in its ability to perform and Gerresheimer does not assert the retention of title by exercising a right in accordance with subsection (3). Where this is the case, however, Gerresheimer may demand that the Partner inform Gerresheimer of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In addition, in this case, Gerresheimer shall be entitled to revoke the Partner's authorization to keep selling and processing the Goods subject to retention of title.
- (5) If the realizable value of the securities exceeds Gerresheimer's claims by more than 20%, it shall, on demand by the Partner, release securities at its choice.

7. Delivery, transfer of risk, acceptance (only for tools/systems), default of acceptance

- (1) Tools/systems shall be accepted by the Partner as soon as their compliance with the agreed service description has been demonstrated by Gerresheimer. Insignificant deviations shall not entitle the Partner to refuse acceptance.
- (2) The tools/systems shall also be deemed accepted if the Partner has not refused the tools/systems within 4 weeks of the demonstration within the meaning of section 7 (1), citing at least one defect in writing.
- (3) Delivery shall be made ex warehouse or ex works, which shall also be the place of performance for the delivery and for any cure. At the Partners request and expense, the product shall be shipped to another destination (sales shipment (Versendungskauf)). In the absence of any agreement to the contrary, Gerresheimer itself shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging).
- (4) Gerresheimer's delivery obligation shall always be contingent on its own orders being supplied properly and on time (Eigenbelieferung). Prospective deadlines and dates for deliveries and services cited by Gerresheimer shall always be deemed to be indicative only and shall therefore not be binding, unless a fixed deadline or date has been expressly promised or agreed in writing. Where shipment of the product has been agreed, delivery periods and delivery dates shall refer to the time of delivery to the haulage contractor, forwarding agent or other third party entrusted with the transport. Any binding delivery periods or dates shall only have an effect on the time at which default commences and, in the absence of separate additional provisions, shall not be deemed to be a fixed-date transaction (Fixgeschäft).

- (5) In the event that the prepayment reservation is exercised, the delivery period shall commence upon payment of the agreed remuneration.
- (6) The risk of accidental destruction and accidental deterioration of the product shall devolve to the Partner at the latest upon delivery (whereby the start of the loading process shall be decisive). In cases of sales shipment, however, the risk of accidental destruction and accidental deterioration of the product as well as the risk of delay shall devolve to the Partner as soon as the product is delivered to the haulage contractor, forwarding agent or the person or body otherwise entrusted with carrying out the shipment, but no later than upon the product leaving the factory/warehouse. Where there is an agreement on the acceptance of delivery, such acceptance shall be decisive for the devolution of risk. The Partner being in default of acceptance of delivery shall be equivalent to delivery or acceptance.
- (7) The delivery period shall be deemed complied with if the products have left the respective production plant by the expiry of the delivery period or where Gerresheimer has notified their readiness for shipment by such time.
- (8) If the Partner is in default of acceptance, fails to cooperate or if delivery by Gerresheimer is delayed for other reasons for which the Partner bears responsibility, Gerresheimer shall be entitled to demand compensation for the damage resulting thereof, including additional expenses (e.g., storage costs). For this purpose, Gerresheimer shall charge a lump-sum compensation in the amount of EUR 250.00 per calendar day, beginning upon expiry of the delivery period or – in the absence of a delivery period – upon notification that the Goods are ready for shipment.
- (9) The right to prove higher damages incurred as well as Gerresheimer's statutory claims (in particular reimbursement of additional expenses, reasonable compensation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Partner shall be entitled to prove that Gerresheimer has suffered no damage at all or only a significantly lower damage than the aforementioned lump sum.

8. Packaging

- (1) Unless expressly agreed otherwise in the order, packaging shall be at Gerresheimer's option. The Partner shall properly dispose of disposable packaging at its own expense. To the extent that such packaging is reused, any product and company information affixed to the packaging shall be rendered unrecognizable.
- (2) Packaging intended for reuse which is the property of Gerresheimer or the property of third parties, such as pallets, shall remain the property of Gerresheimer or of such third party. It shall be handed over to the Partner only for temporary use in accordance with its intended purpose and shall be surrendered. However, the Partner shall be entitled to exchange such packaging for packaging of a corresponding quality and quantity. In this case, the Partner shall be obliged to transfer ownership of the replacement packaging free of encumbrances to Gerresheimer or to the respective owner of the packaging.

9. Obligation to inspect and give notice of defects

- (1) The Partner shall, upon delivery to the agreed destination or, in the event of collection by the Partner itself, upon takeover, be obliged to inspect the products promptly in accordance with section 377 German Commercial Code (HGB).
- (2) The Partner shall observe the following forms and deadlines when giving notice of any defects:
 - (a) The notice of defect shall be given by the end of the working day following delivery of the Goods to the agreed destination or their takeover. When giving notice of a hidden defect which initially did not become apparent despite proper initial inspection in accordance with subsection (1) above, a different deadline shall apply, according to which the notification must be made by the expiry of the working day after it has become apparent, but no later than two weeks after the delivery of the Goods or their takeover.
 - (b) The notice of defect must reach us in detail in text form within the aforementioned periods. Notices of defects by telephone shall not be sufficient. Notices of defects to commercial representatives, brokers or agents shall be irrelevant.
 - (c) The notice of defect must clearly state the nature and extent of the alleged defect.
 - (d) The Partner shall be obliged to make arrangements for the product it has found fault with to be available at the place it was inspected, for inspection by Gerresheimer, its supplier or any experts commissioned by it.
- (3) Any objections regarding the number of pieces, weights and packaging of the products shall be excluded unless this was noted on the delivery bill or consignment note immediately after inspection at the time of delivery. Furthermore, all and any complaints shall be excluded as soon as the Partner has intermixed, reused or resold the delivered product or has started to process or to work on it.
- (4) Products for which notice of defect was not given in due form and time shall be deemed to be approved and accepted. The Partner shall accept that failure of third parties taking the Goods to give timely notice of defects, will be attributed to him.

10. Material defects and warranty

- (1) Gerresheimer shall warrant that delivered Goods comply with the agreed specifications and are free from material defects and defects of title.
- (2) The basis for Gerresheimer's liability for defects shall primarily be the agreement on the nature and the envisaged use of the Goods and the agreement reached on the product/process development respectively. Statements made in documentation, brochures, drawings shall not constitute assurances of properties or guarantees. All specifications and manufacturer's information which are the subject of an individual contract or which were made known to Gerresheimer at the time the contract was concluded shall be deemed to be

an agreement on the nature of the Goods within this meaning. The assurance of properties or the assumption of a guarantee shall require the express confirmation by Gerresheimer using the words “assurance/to assure” – “Zusicherung/zusichern” or “guarantee/to guarantee” – “Garantie/garantieren”. The agreement on the nature of the Goods shall have priority over objective requirements set out in section 434 (3) BGB. To the extent that there is no agreement on the nature of the Goods, the question whether a defect exists shall be judged in accordance with the statutory provisions.

- (3) As a general rule, Gerresheimer shall not be liable for defects of which the Partner has knowledge at the time of conclusion of the contract or of which it has no knowledge due to gross negligence (section 442 BGB). Furthermore, the Partner's claims for defects shall require that it has complied with the inspection and notification obligations set out in section 9 of these General Terms and Conditions of Provision, Supply and Delivery. In the event that objections brought forward in due form and time which are also objectively justified under section 9 of these General Terms and Conditions of Provision, Supply and Delivery, Gerresheimer shall initially be entitled, at its option, effect cure in the form of remedy of defects or to supply and manufacture new Goods free of defects respectively or to provide error-free product/process development. If the type of cure chosen by Gerresheimer is unreasonable for the Partner in an individual case, the Partner may reject it. Gerresheimer's right to refuse cure under the statutory prerequisites shall remain unaffected.
- (4) Gerresheimer shall be entitled to make the type of cure owed dependent on the Partner paying the remuneration due. However, the Partner shall be entitled to retain a part of the remuneration which is reasonable in relation to the defect.
- (5) The Partner shall give Gerresheimer the time and opportunity required for the cure owed, in particular it shall hand over the defective Goods for inspection purposes. Where Goods are supplied as replacement, the Partner shall, on demand by Gerresheimer, return the defective Goods to Gerresheimer in accordance with the statutory provisions. However, the Partner shall not be entitled to claim return.
- (6) Where a reasonable period to be set by the Partner for cure has expired unsuccessfully or where it may be dispensed with under the statutory provisions, the Partner may rescind the contract or abate the remuneration in accordance with the statutory provisions. Setting a period of time may in particular be dispensed with if Gerresheimer seriously and finally refuses cure – in particular on account of disproportionate expenses needed – if cure fails, if it is unreasonable for the Partner or if Gerresheimer is released from its obligation to perform. In the event of an insignificant defect, there shall be no right of rescission.
- (7) Gerresheimer shall bear or reimburse the expenses necessary for inspection and cure, in particular transport, workmen's travel, work and materials costs and, where applicable, removal and installation costs, in accordance with the statutory provisions and these General Terms and Conditions of Provision, Supply and Delivery if there is actually a defect. Otherwise, Gerresheimer may demand reimbursement from the Partner of all expenses incurred as a result of an unjustified request to remedy a defect if the Partner knew or was negligent in not knowing that there was actually no defect.

- (8) The warranty ceases to apply if, without Gerresheimer's approval, the Partner makes changes to the Goods or product/process development or has them modified by third parties and remedy of defects is thereby rendered impossible or unreasonably difficult.
- (9) Even in the event of defects, Partner's claims for damages or reimbursement of futile expenses shall only exist in accordance with section 10 of these General Terms and Conditions of Provision, Supply and Delivery and shall otherwise be excluded.
- (10) Gerresheimer shall not be liable for material defects if Goods and product/process developments are used outside the application approved by Gerresheimer or in environments or conditions of use or installation other than those provided for in the service description.
- (11) In this respect, the Partner shall be obliged to inform Gerresheimer without undue delay of any subsequently identified harmful properties and other consequences of the use of its goods creating a risk situation, if Gerresheimer's Goods are affected thereby.
- (12) Gerresheimer shall warrant the delivered tools/systems against defects for a minimum output quantity to be agreed in Gerresheimer's production, but for no longer than 12 months following acceptance.
- (13) The warranty period for products shall be 12 months. It shall commence upon their delivery.

11. Other liability

- (1) Unless otherwise provided in these General Terms and Conditions of Provision, Supply and Delivery including the following provisions, Gerresheimer shall be liable for any breach of contractual and non-contractual duties in accordance with the statutory provisions.
- (2) The following exclusions and limitations of liability shall apply to Gerresheimer's liability for damages:
 - (a) Gerresheimer shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability on account of intent and gross negligence. In the event of ordinary negligence, Gerresheimer shall only be liable for breach of duty, if meeting such obligation is a prerequisite for the proper implementation of the contract and where the contractual partner may regularly rely on compliance with such obligation (so-called essential contractual obligations (wesentliche Vertragspflichten) or cardinal obligations (Kardinalpflichten)). Apart from that, liability for damages of any kind, irrespective of the basis of the claim, including liability for culpa in contrahendo (fault in the conclusion of a contract), shall be excluded.
 - (b) Where Gerresheimer is liable for ordinary negligence, liability shall be limited to compensation for foreseeable and typically occurring damage (vorhersehbarer und typischerweise eintretender Schaden). Indirect damages and consequential damages which are the consequence of defects of the delivery item or, with regard to product/process development, of insufficient performance, shall moreover only be eligible for compensation to the extent that such damages are typically to be expected

when the Goods and the product/process development are used in accordance with the intended use.

- (c) In the event of liability for ordinary negligence, Gerresheimer's liability to pay compensation shall be limited to an amount of no more than EUR ten million per claim and no more than EUR twenty million for all claims in an insurance year (corresponding to the coverage offered by its product liability insurance).
 - (d) The above liability provisions shall not apply if Gerresheimer has given a guarantee for the nature of the Goods or for the product/process developments or if liability for such damages exists under the German Product Liability Act (Produkthaftungsgesetz) or to damages to life, body or health or to statutory claims.
- (3) The above liability provisions shall also apply for the benefit of employees, persons deployed to perform an obligation (Erfüllungsgehilfe) and other third parties whose services Gerresheimer avails itself for the performance of the contract.

12. Force Majeure

- (1) To the extent that and as long as a case of Force Majeure, in particular natural disasters, labor disputes, riots, measures by public authorities, pandemics and other unforeseeable, unavoidable and serious events exists, the parties shall be temporarily released from their obligation to perform. Force Majeure is an outside event to the company, caused externally by elementary forces of nature or by actions of third parties, which is reasonably unforeseeable, cannot be avoided or rendered harmless by economically bearable means even by applying the utmost care reasonably to be expected in the circumstances, and which cannot be accepted due to its frequency.
- (2) This shall also apply if these events occur at a time when the affected party is in default. The parties shall be obliged to provide the necessary information without delay within the bounds of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

13. Gerresheimer's right of use and insurance

- (1) Gerresheimer shall be granted a right to use all tools/systems manufactured or supplied for the production for the Partner.
- (2) To the extent not otherwise agreed by individual contract, Gerresheimer shall be obliged to keep the tools/systems for production for the Partner remaining with Gerresheimer in a usable condition, in particular to use them exclusively in accordance with the contract, to ensure their maintenance and care and to carry out the necessary maintenance and repair work without delay in a proper and professional manner. The Partner shall bear the costs incurred for this, unless a different distribution of costs has been agreed in writing.

- (3) The Partner shall bear the costs for the replacement of the tools/systems or for their overhaul if they have become unusable as a whole due to alterations or deterioration caused by use in accordance with the contract.
- (4) Gerresheimer shall bear the costs for the replacement of a tool or system which has been lost or has become unusable due to circumstances for which Gerresheimer is responsible. Gerresheimer's obligation to store tools shall expire if no further orders are received from the customer within two years after the last delivery.
- (5) In the absence of any express agreement to the contrary, the Partner shall be obliged to take out insurance for the tools/systems at its own expense against destruction, damage or loss (property insurance) to the extent customary for tools/systems and to maintain such insurance for the entire period of time for which they are made available.
- (6) In the absence of any express agreement to the contrary, Gerresheimer shall be and shall remain the owner of the tools and systems manufactured by it or by a third party commissioned by it for Partner's orders. This shall also apply if the Partner has assumed the costs for the tools or has contributed to them or if their manufacture is also attributable to the Partner's cooperation and suggestions.

14. Termination of contract

- (1) Notice of termination shall require the written form.
- (2) The parties may terminate the contract for a compelling reason without observing a notice period. Notice of termination may only be given within two weeks of obtaining knowledge of such compelling reason, stating the reason for termination. Such compelling reason shall exist if the terminating party, having taken into account all the circumstances of the specific case and having weighed the interests of both parties against each other, cannot reasonably be required to continue the contractual relationship until the agreed end or until the expiry of a notice period. This shall in particular be the case in the event of a deterioration of the assets of the parties (e.g., in the form of compulsory enforcement measures) or if insolvency proceedings are applied for or opened in respect of the assets of the other party.
- (3) Where the compelling reason consists of the breach of the other party's essential duty, either party may terminate the contract only if the breach of duty is not remedied within a period of thirty (30) days after notice of the breach of contract was given to the party in breach.
- (4) As of the date of termination of the contractual relationship, Gerresheimer shall balance all stocks of Goods which could not be made use of in the course of the contractual relationship for the production of the product owed, as well as the material scheduled in accordance with section 4.2. at the end, and shall invoice these to the Partner at the contractually agreed conditions. After settlement of the liability, possession of the products shall devolve to the Partner.

- (5) After termination of the contractual relationship, Gerresheimer shall return the tools in its possession to the Partner at the latter's expense, to the extent that Gerresheimer is not the owner of the tools.

15. Property Rights

- (1) Where Gerresheimer is under an obligation to supply Goods based on drawings, models or samples provided by the Partner, Partner shall warrant to Gerresheimer that production and supply of the Goods do not infringe any third-party property rights.
- (2) If Gerresheimer is prohibited by a third party from producing or supplying Goods made according to Partner's drawings, models or samples by invoking a property right belonging to such third party, Gerresheimer shall be entitled – without being obliged to examine the legal situation – to discontinue production and supply and to demand reimbursement of the costs incurred, to the exclusion of all and any Partner's claims for damages. The Partner shall indemnify Gerresheimer against claims for damages by third parties. For all direct and indirect damages arising from the infringement and assertion of any proprietary rights, the Partner shall make an appropriate advance payment at the instigation of Gerresheimer.
- (3) If the Partner itself is the holder of property rights, it shall grant Gerresheimer, free of charge, a simple license limited in time for the duration of the production of the Goods. This shall cover the production of the contractually owed Goods and shall also be transferable to agents commissioned by Gerresheimer without the Partner's approval, to the extent that such agents are involved in the production.

16. Data Protection and Secrecy

- (1) Gerresheimer shall be entitled to store, transmit, revise and delete Partner's personal data for the purpose of implementing the business relationship. The data shall not be passed on to third parties. The provisions of the General Data Protection Regulation shall apply.
- (2) The parties shall be obliged to keep secret all confidential information which they have received from each other or from other sources as a result of the business relationship. Information shall be deemed confidential if this has so been communicated by the other party or if this is apparent from the nature of the information.

17. Final provisions

- (1) The invalidity of individual provisions of these General Terms and Conditions of Provision, Supply and Delivery shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed to be replaced by such valid provisions as are suitable to achieve as far as possible the economic purpose of the provision ceasing to apply.
- (2) These General Terms and Conditions of Provision, Supply and Delivery and the contractual relations between the parties shall be governed by the laws of the Federal Republic of

Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

- (3) Regensburg shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.