General Purchasing Terms and Conditions of DiaSys Diagnostic Systems

1. SCOPE OF APPLICATION

1.1 These General Purchasing Terms and Conditions (hereinafter referred as “GPC”) of DiaSys Diagnostic Systems GmbH, Alte Straße 9, 65558 Holzheim / Germany (hereinafter referred as “purchaser") apply to all contractual relationships under German law with third parties who, in the course of their commercial or self-employed professional activities, supply the purchaser with goods, works or services (hereinafter referred as “supplier”, both as “parties”)and who, in this respect, are traders within the meaning of Section 14 of the German Civil Code (*BGB*) or merchants within the meaning of the German Commercial Code (*HGB*). The parties have the right to conclude separate agreements in text form that deviate from these GPC and take precedence in this respect.

1.2 Unless the parties expressly agree otherwise in text form, any terms and conditions of the supplier shall not apply and will not be accepted. The application of any terms and conditions of the supplier is hereby expressly objected to, subject to any agreements to the contrary in text form. This shall also apply where the supplier, in connection with an order or the delivery of goods or the performance of works or services, refers to the applicability of its terms and conditions, the purchaser does not expressly object to their applicability, and nonetheless accepts or takes delivery of the contractually owed performance and/or pays the corresponding invoice without reservation. Furthermore, these GPC apply to each separate agreement for the supply of goods, works or services to the purchaser which will be entered into at some point in the future and they will apply as of commencement of contractual negotiations and, in any case, to the exclusion of any deviating terms and conditions.

1.3 Unless expressly provided otherwise in these GPC, the terms used in these GPC that are used in technical standards shall have substantially the meaning assigned to them in the technical standards, including, without limitation ISO 9000:2015, each as applicable at the time of the conclusion of the relevant agreement.

1.4 Any agreements made between the purchaser and the supplier as regards the performance of contractual obligations will be set out in the relevant agreement in text form.

2. CONCLUSION OF AGREEMENTS

2.1 An agreement establishing obligations binding upon the purchaser will have to be based on the contents of a written order in text form placed by the purchaser. The purchaser may request that the supplier use the order forms provided by the purchaser. The order transmitted by the purchaser to the supplier shall constitute a binding contractual offer by the purchaser, subject to the resolutory condition of timely acceptance by the supplier in accordance with the provisions set out below. The supplier shall be obliged, if supplier wishes to accept such the purchaser’s order, to sign such an order form immediately and to return it to the purchaser at the latest within fourteen (14) days after its transmission by the purchaser. The risk of access remains with the supplier, who must also provide the corresponding proof. The supplier is obliged to notify the purchaser of any modifications to the original text of the order form. Any such acceptance by the supplier containing unilateral amendments shall constitute a new offer by the supplier, which shall be binding on the purchaser only if the purchaser expressly agrees to the unilaterally amended version in text form. If the requirement to sign and return an order form immediately within the aforementioned period is not met, the resolutory condition shall occur upon expiry of that period and the purchaser shall no longer be bound by its original offer. If and to the extent that the supplier fails to notify the purchaser of any modification to the original text of the order, the purchaser shall be entitled to rescind (*zurücktreten*) the contract within fourteen (14) days after becoming aware of the amended order content.. The same will apply, if delivery is confirmed by means other than the purchaser's confirmation form, e.g. by the supplier using his own confirmation forms. Order confirmations must not be accompanied by any other documents, such as invoices.

2.2 Being a specialised company, the supplier is obliged to notify the purchaser in his offer of any defects or deficiencies that the purchaser's letter of inquiry may have, pointing out in particular state of the art requirements under product liability law, environmental law provisions, accident prevention requirements, technical standards, obligations to obtain an official permit, approval or licence, if any, or practicality in technical terms. The supplier will specify the relevant product information no later than upon delivery and without further request. The purchaser's approval of designs, drawings or other documentation does not release the supplier from his liability hereunder.

2.3 The trade terms and trade clauses will be construed in line with the INCOTERMS issued by the International Chamber of Commerce in Parisin the version applicable at the time of conclusion of the agreement.

3. QUALITY MANAGEMENT AND TESTING

3.1 Upon prior notice, the supplier may be audited by the purchaser or by a third party appointed by the purchaser and bound to confidentiality (e.g. professionals bound by professional secrecy such as auditors) at the purchaser's discretion and at any time during normal business hours (ISO 9000:2015, no. 3.13 - audit). In the course of an audit, the supplier will in particular need to provide evidence at the purchaser's request of his quality assurance system being in line with the requirements set out under the ISO 9000:2015, 9001:2015 and 9004:2018. The supplier may not rely on a positive outcome of such audit as a means of limiting his liability. Suppliers of ready-made, semi-finished products shall provide evidence at the purchaser's request of his quality assurance system being in line with the requirements set out under the ISO 13485:2016. The supplier shall provide the purchaser or the third party appointed by the purchaser and bound by confidentiality obligations with all information and documents necessary for the performance of the audit. The supplier shall further grant the purchaser or such appointed third party access to all premises, equipment, systems and machines required to conduct the audit.

3.2 At the request of the purchaser and prior to delivery of any new or changed goods, the supplier shall provide samples to the purchaser for the purposes of inspection and testing and approval. Once a sample has been approved, alterations of the function, appearance, characteristics, material or production method, which may affect the goods, may only be done after approval from the purchaser in text form. Delivery may thereafter be made only after renewed approval of the sample.

3.3 If the purchaser rejects a sample (e.g. because it is defective or cannot be used for the contractually intended purposes), the supplier shall take all necessary measures to render the goods free from any defect and he shall subsequently provide the purchaser with a new sample. The supplier is obliged to reimburse the purchaser for any costs incurred for testing additionally provided samples.

3.4 The purchaser's final approval of samples shall not affect the supplier's liability for any defects in the goods.

4. DELIVERY, DEFAULT, TRANSFER OF RISKS, TRANSPORT, ACCEPTANCE OF DELIVERY

4.1 Delivery dates and deadlines agreed between the parties are binding. The relevant date for determining whether or not such dates or deadlines have been met is the date on which the goods, in the condition specified in the relevant agreement, or the services have been delivered or should have been delivered to or at the purchaser's premises or another location specified by the purchaser.

4.2 In the event of delivery earlier than agreed, the purchaser reserves the right to refuse acceptance and to return the goods at the supplier’s expense. Otherwise, the goods shall be stored at the purchaser’s premises at the supplier’s expense and risk until the agreed delivery date. Early delivery does not change the agreed due date of the purchaser’s payment obligation.

4.3 Default due to disruptions in the supplier’s own delivery, production or distribution services does not constitute an excuse for the supplier, unless the supplier can prove that he is not responsible for this. This does not apply to disruptions caused by force majeure events such as acts of God, natural disasters, terrorist attacks, acts or orders of public authorities or industrial actions, unless the supplier is responsible for these disruptions.

4.4 The supplier shall notify the purchaser without undue delay in text form of the occurrence of any circumstances which are expected to lead to a deviating delivery date or a deviating delivery period as soon as the supplier becomes aware of such circumstances. Except in cases of force majeure, the obligation to comply with agreed dates and deadlines shall remain unaffected.

4.5 In the event of a delivery delay for which the supplier is responsible or which has been culpably caused by the supplier, the supplier shall pay the purchaser a contractual penalty to be determined by the purchaser at its reasonable discretion, the appropriateness of which may, in the event of a dispute and upon request of the supplier, be reviewed by the competent. The assertion of further damages remains reserved. Any contractual penalty paid by the supplier shall be credited as minimum damages against any further claim for damages asserted by the purchaser in respect of the delay. The purchaser is obliged to declare the reservation of the contractual penalty no later than upon payment of the invoice that follows the delayed delivery in time.

4.6 Notwithstanding the foregoing contractual penalty clause, in the event of the supplier's default the purchaser is entitled to assert the statutory rights available to him under the applicable law. In particular, following unsecessfull expiry of a reasonable grace period, the purchaser shall be entitled to claim damages in lieu of performance and to rescind the contract. The obligation to set a grace period shall only apply to the extent it is not

dispensed with under statutory provisions.

4.7 Unless expressly agreed otherwise, alle deliveries shall be made Delivered Duty Paid (DDP) . In any event, transport of the goods, including returns, will be effected at the supplier's risk. Risk in the goods shall not pass to the purchaser until delivery to the purchaser's premises or another location specified by the purchaser at the time of the agreed delivery date. In the event of delivery prior to the agreed delivery date, the goods shall be stored at the supplier's expense and risk until the agreed delivery date, unless the purchaser decides to refuse acceptance and to return the goods at the supplier's expense.

4.8 All goods must be adequately protected against damage and deterioration in transit and their packaging must bear the description and quantity of the contents, any special handling or storage requirements, any hazards in relation to the goods (including but not limited to flammability, toxicity, corrosiveness etc.) and the purchaser's order number.

4.9 Goods to be delivered and services rendered will be deemed to be ready for acceptance only if they are delivered or rendered accompanied by the statutory, appropriate or usual inspection documentation.

4.10 The supplier is not entitled to effect partial deliveries, unless the purchaser has expressly approved of such partial delivery in text form. In the event that the supplier delivers a quantity in excess of the contractual agreement, the purchaser shall not be responsible for taking delivery of, storing or maintaining such excess quantities and shall further be entitled to return any such excess quantities to the supplier at the supplier's expense. Quantities, measures and weights established on checking the incoming deliveries are relevant for determining whether or not a partial or excess delivery has occurred.

4.11 If a formal acceptance in line with the law on contracts for works and services is required, minutes of acceptance need to be prepared and signed by both parties. Works will be deemed to be ready for acceptance only if accompanied by the agreed documentation and relevant product information. In cases where the supplier is not present for a formal acceptance in spite of having been given two (2) weeks' notice, acceptance will be deemed to have been made when the purchaser signs the minutes of acceptance. With regard to cases where the purchaser accepts works even though the purchaser is aware of minor defects, the purchaser reserves the right to assert all legal and equitable warranty claims.

4.12 The supplier is obliged to ensure that spare parts will be available for a period of at least fifteen years as of delivery. If, after expiry of the period referred to in this clause, the supplier intends to discontinue the production of spare parts for the goods delivered to the purchaser, the supplier shall notify the purchaser of that intention without undue delay. The decision to discontinue production of the spare parts must be made at least twelve (12) months prior to the discontinuation of spare parts production and must enable the purchaser to order sufficient spare parts. Notwithstanding the foregoing, the purchaser shall have no obligation to order or accept spare parts from the supplier.

5. ORIGIN VERIFICATION, LONG-TERM SUPPLIER`S DECLARATION, PRODUCTION FOR AN AUTHORIZED ECONOMIC OPERATOR (AEO)

5.1 The supplier commits himself to the annual issue of a long-term supplier`s declaration, specifying the country of origin of articles supplied. In case an article`s country of origin changes in the course of the existing business relationship, a negative statement must be issued and sent to us by separate mail.

5.2 The suppler commits himself to produce, store and transport the goods at safe manufacturing facilities and at safe transhipment locations and to protect them from access by unauthorized third parties. The supplier assures that the staff members used for production, storage, processing, loading transport and take-over of such goods are reliable and were selected properly. Furthermore, the supplier assures that business partners acting on his behalf have been properly informed that they have to make sure the above-described supply chain is not interrupted.

6. CERTIFICATES OF ORIGIN, VAT CERTIFICATES, EXPORT RESTRICTIONS

6.1 The supplier will inform the purchaser immediately in text form if a delivery, as a whole or in part, is subject to export restrictions under applicable law.

6.2 At the purchaser's request, the supplier will provide the purchaser with certificates of origin, duly signed and containing all the relevant details. The same shall apply to VAT certificates required for deliveries abroad or in other member states of the European Union.

6.3 The supplier will be liable for all damage and costs incurred by the purchaser due to the supplier's non-compliance with transport instructions or provisions of tax law.

7. INVOICING, CONDITIONS OF PAYMENT, PRICES

7.1 The prices stated in an order or purchase oder are binding. Invoices shall be issued for each order with a separate statement of the purchaser's order number and of the order date without undue delay after the dispatch of the goods or after acceptance of the works or services, and shall be sent to the purchaser in text or written form. The risk of knowledge is borne by the supplier, as in the obligation to provide proof. In the event of delays in the delivery of the invoice which are not within the purchaser's sphere of influence, the purchaser's rights remain in force, in particular the right to apply discounts.

7.2 The term of payment and any discounts purchaser shall receive from supplier for paying any issued invoices within a defined period of time after receiving an invoice shall be agreed upon between purchaser and supplier on an individual basis in text form.

7.3 In the event that the purchaser has justified objections to the goods delivered or works or services performed by the supplier, payment maturity dates will be suspended. As regards payments in advance, the purchaser is entitled to request that security be provided or that existing security be supplemented. Bank guarantees to be given to the purchaser must be payable on first demand and must be irrevocable and unconditional guarantees with a waiver of defences of set-off, unexhausted remedies, limitation and voidability. All costs incurred in connection with the issue of a bank guarantee will be borne by the supplier. If the supplier provides the purchaser with security, the supplier must waive the right to deposit funds with the court.

7.4 The purchaser chooses the currency. Unless otherwise agreed, the Euro will be the relevant currency.

7.5 Set-off and retention rights of the purchaser shall remain fully available without restrictions or limitations.

7.6 The assignment of claims against the purchaser is subject to the purchaser's consent in text form. The purchaser may not refuse such consent without good cause: The consent requirement shall not apply where the claim assigned is a monetary claim, where the purchaser has no protectable interest in refusing consent to the assignment of a right other than a monetary claim, or where the supplier's legitimate interests in the assignability of a right other than a monetary claim outweigh the purchaser's protectable interest in requiring consent to the assignment. Should the supplier intend to assign or actually assign a monetary claim against the purchaser, the supplier shall notify the purchaser thereof without undue delay and shall identify the assignee to the purchaser by name and address.

7.7 The supplier shall not be entitled to set off any counterclaims against payment claims unless such counterclaims are undisputed, have been finally established by a legally binding court decision or court order, or the counterclaim and the principal claim against which set-off is declared are synallagmatically linked.

7.8 The purchaser makes an effort to supply his customers with products of the highest possible quality and at the lowest possible costs. Therefore any goods to be delivered by the supplier must, at least, match products of competitors as regards quality and price. If the purchaser becomes aware of a competitor offering any goods at better conditions as regards quality and/or price, he may notify the supplier in text form. Within 30 days after the receipt of such notice, the supplier can provide the purchaser with a new offer matching the competitor's offer. If no such offer is submitted, the purchaser is entitled to rescind from the relevant contract after expiry of the 30-day period, taking the supplier's interests into account.

8. WARRANTY CLAIMS AND RECOURSE

8.1 The supplier warrants (i) that the goods delivered by him will be new, unused, are of a quality that is customary for goods of the same type and which the purchaser may expect having regard to the type of the goods and any public statements of the supplier, fit for any purpose made known to the supplier whether expressly or by implication, and free from any defects and deficiencies whether in design, material or workmanship, (ii) that the goods and any work performed under the purchaser's order will conform with the specifications, drawings, samples or other descriptions contained or referred to in the purchaser's order, (iii) that the goods and any work performed under the purchaser's order comply upon delivery with all applicable standards, codes, laws, regulations, and with the state of the art as regards their environmental compatibility, and (iv) that the supplier will exercise all reasonable skill, care and due diligence and shall carry out all work in accordance with good engineering and professional practice.

8.2 At the time of the conclusion of the contract, the purchaser shall not be obliged to inspect the goods or to make special enquiries regarding any possible defects. In partial deviation from Section 442 para. 1 sentence 2 of the German Civil Code (BGB), the purchaser shall therefore be entitled to warranty claims without limitation even where the defect remained unknown to the purchaser at the time of conclusion of the contract as a result

of gross negligence.

8.3 Taking into account the conditions and circumstances under which the goods are delivered, the purchaser shall, upon delivery, within a reasonable period only be obliged to inspect the delivered goods for any obvious discrepancies in identity or number or for externally visible damage or defects . Where acceptance has been agreed, there shall be no obligation to inspect. In the case of obvious defects, the purchaser shall be obliged to notify the supplier of such defects within five (5) business days from the receipt of the goods, whereby the notice shall be deemed timely if the purchaser dispatches the notice within that period. In the case of non-obvious defects which do not become apparent during the incoming inspection but only later, the purchaser shall be obliged to notify the supplier thereof within five (5) business days from discovery, whereby the notice shall also in this case be deemed timely if the purchaser dispatches the notice within that period.

8.4 The purchaser shall be fully entitled to all legal and equitable warranty claims. In any event, if defects are discovered or if wrong products or quantities are delivered, the supplier shall in any event be under an obligation, upon the purchaser's request and within a period set by the purchaser, to remedy the defect , at the purchaser's option, by repair or replacement delivery. Supplementary performance also includes the removal of a defective item and reinstallation, provided the item was installed in another item or attached to another item in accordance with its nature and intended use before the defect became apparent. The purchaser's right to reimbursement of corresponding expenses (removal and reinstallation costs) shall remain unaffected

8.5 If any period set by the purchaser for the purpose of repair/replacement expires without the defects being remedied, the purchaser is entitled to remedy the defects at the costs of the supplier, or to have them remedied by a third party and to demand reimbursement of the necessary expenditure or a corresponding advance on costs from the supplier. In urgent cases, in particular in order to avoid greater damage or in cases of imminent danger, the purchaser is entitled to carry out all required measures by himself or to have them carried out by third parties at the supplier's expense prior to the expiration of any period set by the purchaser. The purchaser will notify the supplier of such circumstances.

8.6 The supplier is obliged to compensate the purchaser for any damage and consequential damage caused due to defects or deliveries of wrong products or quantities. This does not apply if the supplier proves that he is not responsible for the breaches of obligation mentioned before.

8.7 Warranty claims related to deliveries and works shall become time-barred no earlier than after three (3) years . If the law provides for longer limitation periods, such statutory periods shall apply. In the case of the delivery of goods, limitation periods shall commence upon the transfer of risk or, where acceptance has been agreed or is required by law, upon formal acceptance of the works. The three-year limitation period shall expressly also apply to defects of title, without prejudice to the statutory limitation period pursuant to Section 438 para. 1 no. 1 BGB for claims for restitution in rem. The foregoing limitation periods shall expressly apply only to contractual warranty claims for defects. If and to the extent that the purchaser is also entitled to non-contractual claims for damages due to a defect, the standard limitation period shall apply thereto, unless the application of the limitation periods under sales law results in a longer limitation period in the individual case.

8.8 In addition to the foregoing rights in the event of defects, in the event of the delivery of defective goods the purchaser shall be entitled, without restriction, to claims for reimbursement of expenses and recourse within the supply chain in accordance with the statutory provisions on supplier recourse. In this respect, the purchaser shall be entitled to demand from the supplier the type of supplementary performance which the purchaser's customers demand from it and which the purchaser is obliged to perform vis-à-vis its customers.

8.9 Before the purchaser acknowledges or satisfies a warranty claim asserted by one of its customers, the purchaser shall notify the supplier and, briefly setting out the facts of the matter, request a written statement.

8.10 The purchaser's rights arising from supplier recourse shall also apply where the defective goods have been combined with another product or further processed by the purchaser, its customers or third parties.

8.11 The claims under clause 8.8 shall become time-barred no earlier than upon expiry of a period of four months from the time at which the purchaser has satisfied any claims asserted against the purchaser by one of its customers.

8.12 The supplier warrants that all deliveries are free from third parties' rights, that he has the relevant goods at his free and unrestricted disposal and that the import, sale and/or conventional use of the goods do not infringe any third party's intellectual property rights. The supplier is obliged to notify the purchaser in advance and without delay of any (extended) retention of title and of the existence of any third party rights and/or industrial property rights or copyrights. If any claims are asserted against the purchaser by third parties, the supplier shall, upon the purchaser's first request, indemnify the purchaser and his customers against liability in respect of such claims, unless the supplier can prove that he is not at fault. In this case, the purchaser shall not be entitled to enter into any agreements, and in particular to conclude a settlement with a third party asserting such claims without the consent of the supplier. The supplier's obligation to indemnify the purchaser and his customers against liaibility shall cover all necessary expenses that the purchaser incurs due to or in connection with any claims asserted against him by a third party. The supplier is obliged to provide the purchaser, without delay and at no cost, with all information and documentation, which the purchaser considers necessary for the defence against such claims. If claims are asserted against the purchaser, the maturity dates of any claims of the supplier under the agreement affected by the claims will be suspended until the relevant matter is finally and absolutely settled.

8.13 The purchaser's claims under clause 8.12 shall become time-barred after the end of a period of three (3) years from the transfer of risk or from the formal acceptance of the work. If the supplier has fraudulently concealed the defect, these claims become time-barred at the latest within ten years from the transfer of risk or from the formal acceptance of the work.

9. PRODUCT LIABILITY AND RECALL, INSURANCE

9.1 In the event that product or manufacturers' liability claims are asserted against the purchaser, the supplier shall, upon the purchaser's first request, be obliged to indemnify the purchaser in respect of all claims for damages asserted by third parties if the damage has been caused by the defectiveness of any goods delivered by the supplier or by another circumstance within the supplier's sphere of influence or responsibility. This shall not apply if the supplier proves that it is not responsible for the aforementioned breaches of obligation . The supplier shall be obliged to assist the purchaser in defending against any claims. This includes, in particular, the submission of all records and documents that the purchaser considers necessary for defending against any claims and for providing evidence. The supplier shall bear the costs incurred in connection with the defence against claims to the extent that the relevant claims have arisen due to its fault.

9.2 Within the scope of his liability for damages as referred to in clause 8.6, the supplier is also obliged to reimburse any expenses incurred by the purchaser due to or in connection with any product recall being made by the purchaser.

9.3 The supplier is obliged to keep the documentation relating to products for at least 15 years as of the receipt of delivery at the purchaser's premises and the supplier will submit such documentation in any case upon the purchaser's first written request. The purchaser's right to assert any further claims is not affected thereby.

9.4 If a claim pursuant to clause 8.6 is asserted, the purchaser and its insurer shall be entitled to defend against such claim and, if considered appropriate, to satisfy the relevant claims. This shall not, however, be construed as and acknowledgement, or as permitting any acknowledgement, of any responsibility in this respect.

9.5 The supplier is obliged to take out and maintain sufficient insurance covering all potential liabilities under the agreement and as provided for by law. At the purchaser's request, the supplier shall produce evidence of such insurance, stating the nature of the insurance, any exemptions and the duration of guarantees. The supplier shall notify the purchaser immediately of any modifications, suspension or termination of his insurance policies.

10. DOCUMENTS, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

10.1 The purchaser remains the owner and holder of copyrights in all drawings, models, patterns, tools, specifications of delivery or other documents, which the purchaser provided to the supplier. Without the purchaser's explicit consent, such documents may not be used for the supplier's own purposes or for any other purpose or made available to third parties and may serve only for the purpose of the delivery of goods and performance of services to the purchaser. The purchaser may request at any time that such documents be returned to him. The supplier is not entitled to refuse the return of such documents and must not retain any copies thereof.

10.2 The supplier shall be obliged to treat as confidential all knowledge or information obtained in connection with the business relationship with the purchaser, in particular, knowledge relating to the purchaser's know-how, manufacturing methods and procedures ("**confidential information**"). This shall apply irrespective of whether the information provided to the supplier is marked as confidential or is provided to the supplier in tangible or intangible form and irrespective of whether the information is protectable as trade secrets under the German Trade Secrets Act (*Geschäftsgeheimnisgesetz*). The obligation to confidentiality shall not apply to facts and

information coming into the public domain other than by reason of the supplier's breach of confidentiality, are made available to the supplier by a third party who is lawfully in possession of such information and whose disclosure does not constitute a breach of an existing confidentiality obligation in favour of the purchaser, were already lawfully in the supplier's possession at the time of disclosure to the supplier without any breach of a confidentiality obligation, or were developed by the suppliers independently of the purchaser's confidential information. The obligation to confidentiality shall further not apply where the supplier is obliged or entitled to disclose confidential information by law or by court or adminstrative order. This is the case, for example, where the disclosure serves the exercise of rights pursuant to Section 5 of the German Trade Secrets Act (*GeschGehG*) or rights under the German Whistleblower Protection Act (*Hinweisgeberschutzgesetz – HinSchG*). If and to the extent that the supplier is obliged to disclose confidential information of the purchaser, the supplier shall- prior to the intended disclosure – unless prohibited from doing so by the administrative or court order – inform the purchaser and enable the purchaser to prevent the disclosure by the legal means available to it. For this purpose, the supplier shall provide the purchaser with all information required upon first deman. The supplier is obliged to impose this obligation of confidentiality in text form also on any third party, including his employees, the services of which are used by the supplier in connection with the performance of his duties. The supplier is liable vis-à-vis the purchaser for any damage arising due to the breach of such obligation of confidentiality. The obligations of confidentiality will remain effective as independent legal duties beyond the completion of any individual contract or transaction.

10.3 The supplier may not make public the business relationship of the parties through advertising or in any other way without prior express consent of the purchaser in text form.

11. RETENTION OF TITLE

The purchaser becomes the owner of the goods when they are delivered to the purchaser's premises or another location specified by the purchaser. The supplier is entitled to make the transfer of the ownership dependent on the complete payment of the purchase price. Any form of extended or expanded retention of title to goods is excluded.

12. PLACE OF JURISDICTION AND PLACE OF PERFORMANCE

12.1 For any supplier who is a merchant, legal entity under public law or special fund under public law, or who has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all agreements concluded between the parties incorporating these GPC shall be the court having subject-matter and local jurisdiction at the purchaser's registered office (Diez). The purchaser shall furthermore be entitled to bring proceedings against the supplier before any court having jurisdiction.

12.2 Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected.

12.3 Unless otherwise provided for in any agreement relating to an individual contract or transaction, the place of performance shall be the purchaser's registered office. The place of performance for payments by the purchaser shall be its registered office.

13. FINAL PROVISIONS

13.1 Should any provision of these GPC be or become invalid, the validity of the remaining provisions will not be affected thereby. If any provision is invalid, the purchaser and the supplier are obliged to agree on a valid provision that comes as close as possible to the original provision in legal and economic terms.

13.2 The legal relationships of the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).