

General Terms and Conditions of Purchase of DRF Stiftung Luftrettung gemeinnützige AG

1. General information and scope of validity

(1) These General Terms of Purchase will apply towards

- a person, who upon conclusion of the contract, acts while performing his commercial or self-employed professional activity (entrepreneur) and
- legal entities under public law or special assets under public law.

Our contractual partner is hereinafter referred to as "Supplier".

(2) All of our orders are based upon these terms and conditions as well as possible separate contractual agreements. Deviating sales or other terms and conditions of the Supplier or those which go beyond these will not be recognised, they will not become contents of the contract either by the acceptance of the goods without reservation or by payment.

(3) They shall also apply to all future business as well as to all business contacts made to the Supplier such as e.g. for the commencement of contractual negotiations or the initiation of a contract, even if they are not explicitly agreed once again or if reference is not explicitly made hereto once again.

2. Offers, offer documents, conclusion and execution of contract

(1) Orders and acceptance declarations, changes and other collateral agreements and agreements, which are reached before or upon conclusion of the contract as well as delivery schedules require a written form (letter, fax, e-mail) in order to be legally valid. Orders and delivery schedules as well as their changes and supplementations can also be carried out by remote data transmission or mechanically readable data carriers.

(2) Orders are to be confirmed by the Supplier immediately in writing by stating the order number. If the Supplier does not accept the order within three workdays after the receipt then DRF is entitled to revoke the order. Delivery schedules will become binding if the Supplier does not object hereto within one week after the receipt.

(3) With first-time orders or in case of changes in the execution of orders the number of sample pieces as requested by us, marked as such, is to be submitted to us before the final production. The order will only be deemed as finally placed after the written approval of the sample

pieces by us. We will reject faulty goods as well as goods which otherwise deviate from our or other applicable regulations. Irrespective thereof the Supplier has to constantly check the quality of the goods. The contractual partners shall reciprocally inform each other about the possibilities for improving quality.

(4) All order documents made available to the Supplier by us, in particular samples, models, drawings and calculations and similar information of a physical or non-physical kind, also in an electronic form, shall remain our property and may not be notified to third parties, in particular not be used for purposes of competition. We also reserve the copyrights hereto. The Supplier is not entitled to make and retain copies. They are exclusively to be used for the production owing to our order and to be returned to us free of charge without request after the order has been processed.

(5) The Supplier undertakes to only make all information, which is explicitly described as confidential by us or its need for secrecy can be derived from the circumstances, accessible to third parties with our explicit written consent.

(6) The Supplier has to make changes to the goods with regard to construction and execution at our request insofar as the changes are deemed reasonable for the Supplier. We shall bear additional costs incurred hereby under the pre-requisites of Subclause 3 Par. 8 of these General Terms and Conditions of Purchase; a shortfall in costs is to be taken into consideration for our benefit.

(7) The Supplier will not make any changes without our prior written consent, e.g. to the design, to the composition, to the type of shipment or the packaging of the goods.

(8) The full or vast majority of the execution of the contract by third parties requires our consent.

3. Prices, terms of payment, retention, offsetting, assignment

(1) The agreed prices are fixed prices and exclude all subsequent claims. In the absence of a deviating written agreement the price will include free delivery as well as well as the costs of packaging, transport up to the shipping address or place of use stated by us as well as for customs formalities and customs duties. If a price is agreed "ex works", "from warehouse" or similar a

freight forwarder, which is to be named by us, is to be commissioned at our request. All costs incurred until the hand-over to the freight forwarder including loading and cartage charges shall be borne by the Supplier. If no prices are stated in the order the current list prices of the Supplier will apply with the customary trade deductions. The agreement concerning the place of performance will not be affected by the type of pricing.

(2) The applicable rate of value added tax is not included in the price.

(3) If and insofar as requested by us the Supplier undertakes to take the packaging back and to pick it up from us at its expense. The goods are to be packaged in a way to prevent damages in transit. If packaging is invoiced to us separately as an exception then we are entitled to return packaging in good condition and reusable for the Supplier, carriage paid to the Supplier against a remuneration of 2/3 of the value charged for the packaging.

(4) Invoices/credit notes are to be sent to us as a single copy by stating the underlying deliveries by post to

Rita-Maiburg-Straße 2, D-70794 Filderstadt

or in an electronic form conforming to GoBD by e-mail to:

kreditoren@drf-luftrettung.de

Invoices and credit notes must include the following precise details:

- DRF Stiftung Luftrettung gAG, supplier number
- DRF Stiftung Luftrettung gAG, order number
- DRF Stiftung Luftrettung gAG, article designation
- DRF Stiftung Luftrettung gAG, article number
- gross weight and net weight in kg

The invoice must fulfil all requirements of Paragraph 14 of the UStG [German Value Added Tax Act] or within the EU the EU-standard 2006/112/EC Sections 4 and 5 in conjunction with the standard 2010/45/EU and outside of the EU standard the respective national valid regulations for a proper invoice.

Accompanying goods documents are always to be sent to the delivery address together with the goods. Until the submission of a proper invoice we are entitled to a right to refuse the service, unless the Supplier proves to us that it is not responsible

for the non-compliance with this obligation.

(5) Insofar as certificates concerning material tests, etc. have been agreed they will form an essential part of the delivery and are to be sent to us together with the delivery. The payment deadline will not begin before the receipt of an invoice and all agreed certificates.

(6) We shall pay, insofar as not otherwise agreed in writing, the purchase price within 14 days, beginning from the delivery and receipt of the invoice as well as compliance with Subclause 5 Par. 4, 5 of these terms and conditions, with 3% cash discount or within 45 days net, also beginning from the delivery and receipt of the invoice as well as compliance with Subclause 5 Par. 4, 5 of these terms and conditions. Payments which are entitled to cash discount will be made in time if we make the necessary act of payment within the payment deadline.

(7) In case of a premature delivery the payment deadline will begin with the agreed delivery date and receipt of a proper and verifiable invoice according to Subclause 3 Par. 4 and fulfilment of the obligations according to Subclause 5 Par. 4 and 5 of these Terms and Conditions of Purchase. The payment will not be deemed as recognition of a proper fulfilment.

(8) A price increase asserted by the Supplier owing to a change according to Subclause 2 Par. 6 of these terms and conditions has to be carried out within a reasonable period of time from the receipt of the change notification by us and before execution of the change. If the price increase is not asserted within a reasonable period of time and/or if it is only asserted after the execution of the change a corresponding claim of the Supplier will cease to apply. We will point this out to the Supplier in the change notification. The Supplier has to prove incurred additional costs. The Supplier has to make reference to a possible postponement in the delivery date that is necessary due to the change immediately.

(9) We are entitled to rights to offset and of retention in the statutory extent. The Supplier is not entitled to assign its claims directed against us unless it concerns a cash claim, which is assigned within the framework of a trading business or if the Supplier has granted its supplier an extended reservation of title in the proper course of business. With regard to its obligations towards us the Supplier may only assert a right of retention if and insofar as its counter-claim is supported on the right to refuse service, is undisputed, declared final and binding

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or is ready for a decision. The same shall apply to an offsetting by the Supplier.

4. Deliveries, delivery and service time, default

- (1) The agreed delivery dates and deadlines are binding. The delivery dates and deadlines have been adhered to if the goods are received by us or by the delivery address stated by us on this day. No later than on the day of the shipment a shipping notification including a copy of the delivery note and all necessary certificates are to be forwarded to us (shipment number (AWB), EASA Form 1, FAA 81303 dual release, Certificate of Conformity, etc.) in advance by fax or e-mail to: material@drf-luftrettung.de.
- (2) Advance and partial deliveries are only permitted with our consent.
- (3) In case of call orders we reserve the right to determine the individual delivery schedules and the call dates for the partial deliveries. Delivery schedules shall become binding if the Supplier does not object hereto within one week after receipt.
- (4) Materials with limited storage times must feature a residual term of at least 80%.
- (5) If circumstances occur or if circumstances become known to the Supplier, from which it can be derived that the stipulated delivery time cannot be adhered to, we must be informed about it immediately by stating the reasons and the expected duration of the delay in writing. If this notification is not carried out or if it is carried out late then the Supplier shall be liable towards us for the resulting damages unless the Supplier is not responsible for the omitted or late notification.
- (6) In case of the premature delivery of the goods we are entitled to store these at the Supplier's costs and risk until the agreed delivery date. The same shall apply in case we only require the goods again at a later time owing to the delay in delivery.

In case of a premature delivery the deadlines stipulated in No. 3 Par. 6 of these terms and conditions will only begin to apply with the agreed delivery date.

5. Passing of risk, documents

- (1) The goods will be delivered at the Supplier's account and risk free of charge to our registered

seat or to the delivery address stated by us, which the Supplier has to request from our company.

These are the places of performance for the obligations of the Supplier. The Supplier shall therefore bear the risk of the accidental demise, the loss and the accidental deterioration of the goods until the delivery at one of these locations unless otherwise agreed or the haulage contractor was determined by us or we carry out the transport ourselves. These regulations for the transfer of risk shall also apply if the deliveries are not carried out within the daily delivery times stated by us and are therefore not accepted. The Supplier has to make an enquiry about the delivery times.

- (2) The Supplier and the persons thus commissioned by it first have to register at the reception at the respective delivery address and to always comply with the safety and other instructions.
- (3) The goods shall be deemed as accepted when the receipt of the goods has been confirmed by us.
- (4) The Supplier undertakes to assign and hand over all documents relating to the goods to us (completed guarantee certificates, test certificates, measurement protocols, instructions for use, installation instructions, declarations of conformity, assembly and operating instructions, packing slips, delivery notes, airworthiness certificates, safety data sheets, etc.) free of charge upon delivery of the goods. At our request the Supplier has to send the stated documents to us in an electronic form that can be used by us.

Documents must include:

- DRF Stiftung Luftrettung gemeinnützige AG, supplier number
- DRF Stiftung Luftrettung gemeinnützige AG, order number
- DRF Stiftung Luftrettung gemeinnützige AG, article designation
- DRF Stiftung Luftrettung gemeinnützige AG, article number
- Gross weight and net weight in kg
- Place of destination of the goods

Aviation materials must include the corresponding documentation according to the EASA regulations (European Aviation Safety Agency).

If the afore-mentioned documents are fully or partly incomplete we do not have to accept the goods, we

can refuse the payment and can request reimbursement of the costs possibly incurred by the non-compliance with the afore-mentioned regulations from the Supplier unless the Supplier is not responsible for the non-compliance.

- (5) The Supplier undertakes to forward the required declarations concerning the origin of the goods under customs law to us in time. It shall be liable for all disadvantages, which are suffered by us due to a supplier's declaration that is not submitted to us properly or submitted late unless it is not responsible for the improper or late submission. If necessary, the Supplier has to prove its details concerning the origin of the goods by means of an information sheet confirmed by its customs office.

6. Our further rights and further obligations of the Supplier

6.1 Our further rights

- (1) Payments, which are possibly made on the purchase price or the acceptance of the goods by an authorised agent of us at the Supplier before the determination of defects, do not recognise any recognition that the goods are free of defects and shall not release the Supplier from its liability for defects.
- (2) We are entitled to examine the goods at the Supplier's location for lack of defects and compliance with the contractually agreed condition.
- (3) Irrespective of the statutory regulations or those stipulated in these Terms and Conditions of Purchase we are entitled to cancel the contract in case of factually justified reasons. A factually justified reason shall in particular exist if the Supplier files an application for the opening of insolvency proceedings, insolvency proceedings are opened over its assets or it is not only temporarily insolvent. We are also entitled to cancel the contract if the Supplier is not only temporarily in the position to meet our requirements with regard to quality and execution.

6.2 Further obligations of the Supplier

- (1) The goods, which are to be delivered, are to be properly packed with the due care and attention of an ordinary merchant and subject to an agreement to the contrary to be properly marked according to our instructions. The Supplier shall be liable towards us for damages caused to us because the fact that the Supplier has not

packed the goods properly or marked these contrary to our instructions, unless the Supplier is not responsible for this breach.

- (2) The Supplier undertakes to carry out a disclosure of information at regular intervals and to make the corresponding authorisations for operation (e.g. EASA, ISO etc.) available. If an authorisation for operation ceases to apply the Supplier undertakes to inform us hereof immediately.
- (3) The Supplier has to comply with the recognised rules of technology and the agreed technical data for its deliveries.
- (4) The Supplier undertakes to comply with the respective protection laws and other safety regulations, which can be taken into consideration for the goods, e.g. requirements of the trade supervisory authority, the standards of the German Electrotechnology Association (VDE) for electrical parts, the applicable DIN standards, the accident prevention regulations of the trade associations, aviation law regulations, etc. It has to indemnify us from all claims under public and private law from breaches of these regulations unless it is not responsible for such breaches. The Supplier has to also deliver all necessary test certificates and attestations without request.
- (5) The Supplier shall comply with all relevant stipulations and Directives under national and EU law, which are applicable to the use of hazardous substances, in particular the German ordinance concerning the protection against hazardous substances and the EU Directives stated in Annex 1 to this ordinance.

Should the scope of order not correspond with the corresponding regulations then this is to be changed accordingly and free of charge by the Supplier. Missing protective parts are to be subsequently supplied and installed free of charge.

- (6) The Supplier shall fulfil possible requirements from the substances contained in the goods at its own costs and their use by us envisaged according to the contract according to the EU Regulation for the Registration, Evaluation, Authorisation and Restriction of Chemicals (Regulation (EC) No. 1907/2006 of 18.12.2006) (hereinafter "REACH") in the respective current version and guarantee the marketability of the goods under REACH. Insofar as necessary the substances must in particular have been pre-registered within the deadlines and registered after expiry of the transitional periods. The

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Supplier must always send us the necessary updated information and documentation (e.g. safety data sheets). If the Supplier does not have its registered seat in a member state of the European Union, it is responsible for the compliance with the requirements according to REACH through an exclusive representative according to Article 8 of REACH. We are not responsible for complying with the requirements according to REACH.

- (7) In the event of a breach of its obligations according to Subclause 6.2 Par. 6 of these Terms and Conditions of Purchase the Supplier is obligated to compensate us for the resulting damages (including expenses and costs for legal prosecution) and has to indemnify us from all claims under public law and claims of third parties under private law, which arise from a breach of obligation, unless the Supplier is not responsible for the breach of obligation. Further rights of us, in particular possible rights of retention, to cancellation and termination, shall remain unaffected.
- (8) If the type and scope of the test as well as the test means and methods have not been agreed between the Supplier and us, we are willing, at the Supplier's request and within the scope of our knowledge, experience and possibilities, to discuss the tests with it in order to determine the respective necessary status of testing technology.
- (9) Insofar as authorities, which are responsible for aviation security, etc., request an insight into the production flow and the test documents in order to verify certain requirements the Supplier undertakes to grant the authorities the requested insight and to hereby provide all reasonable support.

7. Warranty in case of defects of quality

- (1) We will inspect goods received by us immediately after the delivery insofar as this is feasible according to the proper course of business and according to the type of the goods and their intended use. The inspection within the meaning of Section 377 Par. 1 of the HGB [German Commercial Code] shall be deemed as have been carried out in time if it is carried out within three workdays, beginning from the receipt of the goods. The report of defects within the meaning of Section 377 Par. 1 of the HGB is deemed to be in time if it is received by the Supplier within three working days of the discovery of the defect; the same shall apply in case of hidden defects within the meaning of Section

377 Par. 3 of the HGB from discovery of the defect. If the deliveries require a longer inspection than the stated three workdays owing to their type and condition, our inspection obligation shall be extended accordingly.

- (2) The Supplier shall be liable for possible defects to the goods to an unlimited extent according to the statutory regulations.
- (3) We are also entitled, by coordination with the Supplier, to subsequently improve the goods or have these subsequently improved by a third party at the Supplier's expense.
- (4) We shall also have the right to self-execution as well as to the reimbursement of expenses in cases of special urgency, in which it is no longer possible to inform the Supplier of the defect and the impending damages and to set it an albeit short deadline for its own remedy.
- (5) A statute-of-limitations of 36 months shall apply instead of the two-year statute of limitations contained in Section 438 Par. 1 No. 3 of the BGB [German Civil Code] beginning from the passing of risk. In all other cases the legal statute of limitations shall continue to apply.
- (6) The warranty period shall being to apply new for subsequently improved or newly delivered parts if the Supplier, from our point of view, does not only act out of goodwill or in order to settle a dispute amicably, but in the awareness of being obligated to remedy the defects.
- (7) If a claim is asserted against us by one of our buyers of the delivered goods owing to the faulty condition of the object delivered by the Supplier, our claims against the Supplier shall become statute-barred no earlier than two months after the time at which after we fulfilled the claims of the buyer. This inhibition to the expiry shall end no later than five years after the time at which the Supplier delivered the object to us.

8. Defects of title and property rights

- (1) The Supplier has to assume responsibility for defects of title according to the statutory regulations.
- (2) A statute of limitations of 36 months shall apply instead of the two-year statute of limitations contained

in Section 438 Par. 1 No. 3 of the BGB [German Civil Code] beginning from the passing of risk. In all other cases the legal statute of limitations shall continue to apply.

- (3) If a claim is asserted against us by one of our buyers of the delivered goods owing to a defect of title to the object delivered by the Supplier our claims against the Supplier shall become statute-barred no earlier than two months after the time at which after we fulfilled the claims of the buyer. This inhibition to the expiry shall end no later than five years after the time at which the Supplier delivered the object to us.
- (4) As soon as the Supplier determines that there is a defect of title it shall inform us hereof immediately. If third parties assert rights against us with regard to the delivered goods the Supplier undertakes to support us with the legal defence at its own costs. The Supplier shall indemnify us and our customer from such claims following a first written request.
- (5) We are solely entitled to property rights, which are established by developments owing to special orders by us or by a joint development with the Supplier, subject to an agreement to the contrary if they are exclusively based on our own know-how and/or if we bear the total development costs. In this case we are solely entitled, if applicable, to apply for a necessary entry in the register. If an assignment of such property rights to us is not possible we shall be granted an exclusive right of use which corresponds with the purpose of the development and is not limited with regard to time, place and contents. The Supplier is not restricted in the sales of its products within the meaning of Art. 5 b) of the Regulation (EU) No. 461/2010 and within the meaning of Art. 4 lit. e) of the Regulation (EU) No. 330/2010 by the assignment and granting of the rights according to this Subclause 8 Par. 5.

9. Product liability, recall, indemnification, insurance cover

- (1) If a claim is asserted against us by third parties owing to the breach of official safety regulations or owing to national or foreign product liability regulations or laws because of a fault to the product, which is a result of the goods delivered by the Supplier, the Supplier undertakes to indemnify us accordingly from these claims for damages at first request if and insofar as the cause lies in its scope of control and organisation and it is liable

itself in the external relationship.

- (2) Expenses for measures, which appear necessary for the defence against the risk of subsequent liability owing to a fault to the goods delivered by the Supplier and/or owing to missing agreed specifications and/or non-compliance with contractual assurances and/or packaging that is not in accordance with the contract, in particular expenses for a recall, are to be reimbursed to us by the Supplier unless the Supplier is not responsible for this. This shall also apply to all other expenses, which ensue from and in connection with the liability of the Supplier for damaging events within the meaning of Par. 1. We will inform the Supplier about the contents and scope of the recall measures that are to be carried out insofar as possible and deemed reasonable and give it the opportunity to make a statement.
- (3) This shall have no effect on other statutory claims.
- (4) The Supplier undertakes to insure itself against all risks from product liability including the recall risk in a reasonable amount, at least however as follows:

Product liability insurance with a minimum coverage sum of EUR 10 million for physical injuries on the one hand and property damages (including pure financial losses) on the other hand per damaging event and an annual maximum indemnification of at least EUR 10 million.

The insurance must guarantee insurance cover that is equivalent to the product liability model of the GDV [German Insurance Association], status: August 2008 (hereinafter "product liability model") and include personal and property damages owing to the absence of agreed properties, installation and disassembly costs (also for parts and accessories of aircraft, watercraft and motor vehicles) and damaging events outside of Germany (excluding the USA and Canada), in particular within the European Union, as well as contain a conventional serial loss clause (Subclause 8.3 of the product product liability model).

The recall costs insurance with a minimum coverage sum of EUR 5 million per insured event and per insurance year.

All insurance policies must exist for the term of this contract and until the respective expiry of the statute of limitations for defects; the insurance policies are to be submitted to us for inspection upon request.

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If we are entitled to further claims for damages then these shall remain unaffected.

10. Reservation of title, provisions, confidentiality, tools

- (1) We reserve the property to all objects and documents handed over to the Supplier by us, such as e.g. systems, tools, devices, samples, plans, blueprints. This shall also apply to such objects, which were acquired for the execution of the order by the Supplier on our behalf at the costs of DRF. The Supplier may exclusively use these objects for the production of the goods ordered by us and must return these to us after execution of the order as well as at our request. It undertakes to insure these objects belonging to us at their value as new at its own costs against theft, breakage, fire, water and other damages. The Supplier hereby now already assigns us all claims against the insurer from the afore-mentioned damaging events, we hereby accept the assignment. The Supplier is further obligated to carry out possibly necessary service and inspection work to our systems, tools and devices, etc. as well as all maintenance and repair work at its own expense costs in time, to store our property properly and, insofar as deemed reasonable, to mark these as our property. Our property may not be removed from the business premises of the Supplier or from the agreed location, be sold, assigned as collateral, pledged etc. without our prior written consent. The Supplier has to report possible interferences to us immediately; if it culpably fails to report them, this shall have no effect on claims for damages.
- (2) All processing, conversion or mixing of the objects handed over according to the afore-mentioned paragraph by the Supplier is only permitted if this is necessary for the execution of the contract. A processing or a conversion will be carried out on our behalf. If the reserved goods are processed or converted with other objects not belonging to us we shall acquire the co-ownership to the new object in the ratio of the value of our object (purchase price plus value added tax) to the other processed or converted objects at the time of the processing or conversion.
- (3) If the objects handed over by us are inseparably mixed or connected with other objects not belonging to us we shall acquire the co-ownership to the new object in the ratio of the value of the reserved object (purchase price plus value added tax) to the other objects produced by the mixing or connection at the

time of this process. If the mixing or connection is carried out in the manner that the Supplier's object is to be seen as the main object then it shall be deemed as agreed that the Supplier assigns us the pro rata co-ownership. This share assessed using as basis the ratio of the value of the reserved objects (purchase price plus value added tax) to the other objects at the time of the stated processes. The Supplier shall keep the thus produced sole ownership or co-ownership in safekeeping on our behalf.

- (4) Strict secrecy is to be maintained by the Supplier concerning all received diagrams, drawings, calculations, models, matrices, templates, samples, confidential documents and information. They may only be disclosed, handed over or otherwise made accessible to third parties only with our explicit consent. The reproduction of such objects is only permitted within the framework of the company requirements and provisions under copyright law.

The non-disclosure obligation shall also apply after the processing of this contract. It shall lapse if and insofar as the production know-how contained in the provided diagrams, drawings, calculations and other documents has become general knowledge. Everything which we make available to the Supplier or is paid by us, may only be used by the Supplier for deliveries to third parties with our prior written consent.

- (5) Insofar as the security rights to which we are entitled according to Par. 2 and/or Par. 3 exceed the purpose price of all of our not yet paid reserved goods by more than 10%, we are consequently obligated to release the security rights at our choice at the Supplier's request.
- (6) We shall have access to the Supplier's premises after a corresponding prior announcement during the customary hours in order to examine the property and the document of the Supplier in this respect.
- (7) If the Supplier produces tools at our expense costs in order to execute the contract, no matter whether these have been especially disclosed or included in the total price then the parties hereby agree that these tools shall pass to our ownership. The hand-over shall be replaced by the fact that the Supplier is entitled to keep the tools on loan until the execution of the contract. The Supplier is not entitled to use these tools to execute other orders from third party orders. It is obligated to hand the tools over to us after

execution of the contract as well as at our request. Subclause 10 Par. 1, 2, 3, 5, 6 shall apply accordingly.

11. Spare parts

The Supplier undertakes to supply spare parts at reasonable conditions for the period of time of the customary technical use of the goods, at least however for ten years after the last delivery. If the Supplier discontinues the delivery of the spare parts after the expiry of the deadline stated in Sentence 1 or the delivery of the goods before expiry of this deadline then it has to inform us three months in advance to and to give us the opportunity to place a last order.

12. Confidentiality, advertising

- (1) The Supplier undertakes to treat all non-public, commercial and technical details, of which it becomes aware through the business relationship with us, as a business secret.
- (2) The Supplier has to obligate sub-suppliers according to Subclause 10 Par. 4, Subclause 12 Par. 1.
- (3) The Supplier may only advertise the business relationship to us with our written consent.

13. Final regulations

- (1) Our registered office seat shall be the place of jurisdiction in business transactions with merchants, legal entities under public law or special assets under public law for all rights and obligations from and in connection with the contractual relationship. However, we are also entitled to file action against the Supplier at its head office. The afore-mentioned S. 1, 2 shall also apply if the Supplier has its registered office overseas at the time when the action is filed.
- (2) The law of the Federal Republic of Germany that is decisive for the legal relationships of domestic parties towards each other shall apply exclusively to all legal relationships between us and the Supplier under the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) Should one provision of these business terms and conditions be invalid or become invalid generally or for the individual case for any reason this shall have no effect on the validity of the other provisions of these business terms and conditions. In this case, op-

tionall law shall apply. If and insofar as the dispositive law does not make any regulation available for the corresponding contractual type or as a substitute solution for the General Business Terms clause that is qualified as invalid, a provision shall be deemed as agreed to replace the invalid provision or provision that has become invalid, which shall as far as possible correspond with the originally intended commercial success and which is valid.

- (4) The Supplier thus agrees that we and the companies affiliated with us shall store and may use the Supplier's contact information, including names, telephone numbers and e-mail addresses. All information can be processed and used within the framework of the existing business relationship and forwarded to subcontractors and authorized agents of us as well as the companies affiliated with us for the purpose of the joint business activities, including the communication with the Supplier (e.g. for the processing of orders, etc.).