

## General Terms and Conditions of Sale

### § 1 Scope, Form

(1) These General Terms and Conditions of Sale apply to all business relationships between Sembach GmbH & Co. KG (hereinafter referred to as "Sembach") and its customers ("Buyer" or "Client"). They apply only if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law.

(2) These General Terms and Conditions of Sale apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether Sembach manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB), as well as for the provision of consulting and/or development services. Unless otherwise agreed, the General Terms and Conditions of Sale shall apply as a framework agreement for similar future contracts, in the version valid at the time of the Buyer's order or, in any case, in the version last communicated to the Buyer in writing, without Sembach having to refer to them again in each individual case.

(3) Sembach's General Terms and Conditions of Sale shall apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Buyer shall only become part of the contract if Sembach has expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if the Buyer refers to its terms and conditions in the order and Sembach does not expressly object to them.

(4) Individual agreements (e.g., individual contracts, framework delivery contracts, quality assurance agreements) and provisions in our order confirmation shall take precedence over the General Terms and Conditions of Sale. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in Paris at the time of conclusion of the contract.

(5) Legally significant declarations and notices of the Buyer concerning the contract (e.g., setting of deadlines, notice of defects, withdrawal or reduction) must be made in writing. For the purposes of these General Terms and Conditions of Sale, "in writing" also includes written and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, especially in cases of doubt regarding the legitimacy of the declarant, remain unaffected. Contract-related email correspondence must be conducted exclusively via the email address: [order@sembach.de](mailto:order@sembach.de).

(6) References to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded hereby.

### § 2 Conclusion of Contract

(1) Our offers are non-binding and subject to change without notice. This also applies if Sembach has provided the Buyer with catalogues, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents – even in electronic form – to which Sembach reserves ownership and copyright.

(2) The Buyer's order for the Goods shall be deemed a binding offer to conclude a contract. Unless otherwise stated in the order, Sembach is entitled to accept this offer within 7 (seven) working days after receipt.

(3) Acceptance may be made either in writing (e.g., by order confirmation) or by delivery of the Goods to the Buyer.

(4) The offer prepared by Sembach, together with all associated documents such as drawings, sketches, illustrations, technical documents, prototypes, and samples, shall remain the property of Sembach. If no contract is concluded with Sembach, the Buyer shall promptly return all such documents to Sembach.

(5) For Goods not yet manufactured at the time of the order, Sembach is entitled to make excess or short deliveries of up to a maximum of 10% of the ordered quantity for production-related reasons. In this case, no subsequent delivery shall be made, and the Buyer shall be invoiced for the actual quantity delivered.

(6) Sembach retains all rights to the documents described in Clause 4. according to copyright law. The Buyer's copyright to documents he has created remains unaffected.

### **§ 3 Delivery Period and Delay in Delivery**

(1) Binding delivery dates and deadlines must be expressly agreed upon in writing. For non-binding and approximate delivery dates and deadlines, Sembach endeavors to adhere to them to the best of its abilities.

(2) Delivery and/or performance periods commence upon receipt of the order confirmation from Sembach by the Buyer, but not before all economic, technical, and logistical details of the order execution between the Buyer and Sembach have been clarified, and all other conditions to be fulfilled by the Buyer, in particular agreed advance payments or securities and necessary cooperation services by the Buyer, such as providing documents to be delivered, required approvals, and clearances, have been provided in full. The same applies to delivery and/or performance dates. If the Buyer has requested changes after placing the order, a new reasonable delivery/performance period shall commence upon confirmation of the change by Sembach.

(3) Deliveries before the expiry of the delivery time are permissible. In the case of a hollow obligation, the delivery day is considered to be the day when the notification of readiness for dispatch is made; otherwise, it is the day of dispatch of the products. In the case of a mandatory delivery, the delivery day is the day of delivery at the agreed delivery location.

(4) If Sembach is unable to meet binding delivery deadlines for reasons it is not responsible for (non-availability of performance), Sembach shall immediately inform the Buyer thereof and at the same time notify the Buyer of the expected new delivery deadline. If the performance is also not available within the new delivery deadline, Sembach shall be entitled to withdraw from the contract as a whole or in part; any consideration already provided by the Buyer shall be refunded by Sembach without delay. Non-availability of performance exists, for example, if timely self-delivery by our suppliers fails, if Sembach has concluded a congruent covering transaction, in the event of other disruptions in the supply chain, such as force majeure, or if Sembach is not obligated to procure in the individual case.

(5) Our default in delivery is determined by the statutory provisions. In any case, however, a reminder by the Buyer is required. If Sembach is in default of delivery, the Buyer may demand lump-sum compensation for its default damage. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) per completed calendar week of delay, but in total not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has not suffered any damage or only significantly less damage than the aforementioned lump sum.

(6) Sembach shall not be in default as long as the Buyer is in default with its obligations towards Sembach, including those from other contracts.

(7) The Buyer's rights under § 9 of these General Terms and Conditions of Sale and our statutory rights, especially in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

### **§ 4 Force Majeure**

(1) If Sembach, for reasons not attributable to it, does not receive deliveries or services from its subcontractors for the performance of its contractual delivery or service owed, despite proper and sufficient procurement prior to contract conclusion in accordance with the quantity and quality from its delivery or service agreement with the Buyer (congruent procurement), not correctly, not in due time, or if events of Force Majeure of not insignificant duration occur (i.e., lasting more than 14 calendar days), Sembach shall promptly inform its Buyer in writing or in text form. In this case, Sembach is entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, provided that Sembach has complied with the aforementioned obligation to inform and has not assumed any procurement risk or delivery guarantee. Force Majeure includes, but is not limited to, strikes, lockouts, official interventions, energy and raw material shortages, unavoidable transport bottlenecks or

obstacles, epidemics and pandemics, unavoidable operational disruptions – for example, due to fire, water, and machinery damage – and all other hindrances that, from an objective point of view, have not been culpably caused by Sembach.

(2) If a fixed delivery date or delivery period has been agreed and the agreed delivery date or delivery period is exceeded due to events according to § 4 paragraph 1, the Buyer is entitled to withdraw from the contract due to the part not yet fulfilled after fruitless expiry of a reasonable grace period. Further claims by the Buyer, in particular claims for damages, are excluded in this case.

(3) The above provision according to § 4 paragraph 2 applies mutatis mutandis if, due to the reasons mentioned in § 4 paragraph 1, it objectively becomes unreasonable for the Buyer to adhere to the contract even without a contractual agreement of a fixed delivery date.

## **§ 5 Delivery, Transfer of Risk, Acceptance, Default of Acceptance**

(1) Delivery is ex works (EXW), where the place of performance for delivery and any subsequent performance is also. At the request and expense of the Buyer, the goods will be shipped to another destination (sale by delivery to a carrier). Unless otherwise agreed, Sembach is entitled to determine the type of dispatch (in particular transport company, route of dispatch) itself.

(2) The risk of accidental loss and accidental deterioration of the goods passes to the Buyer at the latest upon handover. However, in the case of a sale by delivery to a carrier, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass to the Buyer upon delivery of the goods to the carrier, the freight forwarder, or any other person or institution designated to carry out the dispatch. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services apply accordingly to an agreed acceptance. The transfer or acceptance shall be deemed to be equivalent if the Buyer is in default of acceptance.

(3) If the Buyer is in default of acceptance, fails to perform an act of cooperation, or delays our delivery for other reasons attributable to the Buyer, Sembach shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). For this purpose, Sembach shall charge a lump-sum compensation of 0.5% of the net price (delivery value) per calendar day, beginning with the delivery deadline or, in the absence of a delivery deadline, with the notification of the goods being ready for dispatch, but in total not exceeding 5% of the delivery value of the goods. Our statutory rights (in particular reimbursement of additional expenses, reasonable compensation, termination) and our statutory claims remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that no damage or significantly lower damage than the aforementioned lump sum has been incurred by us.

(4) Sembach is only entitled to partial deliveries and partial performances if

- the partial delivery is usable for the Buyer within the scope of the contractual purpose,
- delivery of the remaining ordered goods is ensured, and
- this does not involve significant additional effort or additional costs for the Buyer (unless Sembach agrees to bear these costs).

## **§ 6 Prices and Payment Terms**

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply in the currency of the Federal Republic of Germany, ex works, plus statutory value-added tax.

(2) In the case of sale by delivery to a carrier (§ 5 paragraph 1), the Buyer shall bear the transport costs from the warehouse and the costs of any transport insurance desired by the Buyer. Any customs duties, fees, taxes, and other public charges shall be borne by the Buyer.

(3) The purchase price is due and payable within 30 days from the date of the invoice. However, Sembach is entitled, even within the scope of an ongoing business relationship, to make delivery in whole or in part only against advance payment. Sembach shall declare such a reservation at the latest with the order confirmation.

(4) If the Buyer defaults on payment after the expiry of the above-mentioned payment period, the Buyer shall be in default of payment. During the default in payment, the purchase price shall be subject to interest at the respectively applicable statutory default interest rate. Sembach reserves the right to assert further damages due to default. Our claim to commercial maturity interest (§ 353 of the German Commercial Code (HGB)) remains unaffected with respect to merchants.

(5) The Buyer is only entitled to set-off or retention rights to the extent that his claim has been finally established or is undisputed. In the event of defects in the delivery, the Buyer's counterclaims, in particular according to § 8 paragraph 6 sentence 2 of these General Terms and Conditions of Sale, remain unaffected.

(6) If it becomes apparent after the conclusion of the contract (e.g., by application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's lack of performance, Sembach is entitled to refuse performance in accordance with the statutory provisions and, if necessary, after setting a deadline, to withdraw from the contract (§ 321 of the German Civil Code (BGB)). In contracts for the manufacture of unique items (custom-made products), Sembach may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

(7) Sembach is authorized to unilaterally adjust the compensation accordingly in the event of an increase in material manufacturing and/or material and/or product procurement costs, labor and ancillary labor costs, social security contributions, as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly affect the manufacturing or procurement costs of the goods or the costs of the contractually agreed services and if more than 4 months elapse between contract conclusion and delivery. An increase within the aforementioned meaning is excluded to the extent that the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the mentioned factors with regard to the total cost burden for the delivery. If the aforementioned cost factors decrease without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction must be passed on to the Buyer in the form of a price reduction.

If the new price, due to Sembach's aforementioned price adjustment right, is 20% or more above the original price, the Buyer is entitled to withdraw from contracts that have not yet been fully fulfilled. However, the Buyer can only exercise this right promptly after being notified of the increased price.

## **§ 7 Retention of Title**

(1) Until full payment of all our current and future claims from the purchase contract and an ongoing business relationship (secured claims), Sembach reserves ownership of the goods sold.

(2) The goods subject to retention of title may not be pledged to third parties or transferred as security before full payment of the secured claims. The Buyer must promptly notify us in writing if an application for the opening of insolvency proceedings is filed or if third-party interventions (e.g., seizures) are made on the goods belonging to us.

(3) In the event of the Buyer's breach of contract, especially in the case of non-payment of the due purchase price, Sembach is entitled to withdraw from the contract and/or demand the return of the goods based on the retention of title according to statutory provisions. The demand for return does not simultaneously constitute a declaration of withdrawal; rather, Sembach is entitled to demand only the return of the goods and reserve the right of withdrawal. If the Buyer fails to pay the due purchase price, Sembach may only enforce these rights if Sembach has previously, unsuccessfully, set a reasonable deadline for payment to the Buyer or if such a deadline is dispensable according to statutory provisions.

(4) Until revoked as per below (c), the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply additionally.

(a) The retention of title extends to the products resulting from processing, mixing, or combining our goods to their full value, with Sembach being considered the manufacturer. If the property right of third-party goods remains in place after processing, mixing, or combining with third-party goods, Sembach acquires co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. Otherwise, the same applies to the resulting product as for the goods delivered under retention of title.

(b) The Buyer hereby assigns to us all claims arising from the resale of the goods or the product, in total or up to the amount of our possible co-ownership share according to the preceding paragraph, as security. Sembach accepts the assignment. The obligations of the Buyer mentioned in paragraph 2 also apply with regard to the assigned claims.

(c) The Buyer remains authorized to collect the claim alongside us. Sembach undertakes not to collect the claim as long as the Buyer fulfills its payment obligations to Sembach, there is no deficiency in its ability to perform, and Sembach does not assert the retention of title by exercising a right according to paragraph 3. However, if this is the case, Sembach may demand that the Buyer disclose the assigned claims and their debtors provide all necessary information for collection, hand over the related documents, and notify the debtors (third parties) of the assignment. Moreover, in this case, Sembach is entitled to revoke the Buyer's authority to further resell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, Sembach will, upon request of the Buyer, release securities of our choice.

(5) The Buyer must adequately insure the goods, especially against fire and theft. Claims against the insurance resulting from a damage event concerning the goods are hereby assigned to Sembach up to the value of the reserved goods.

## **§ 8 Buyer's Claims for Defects**

(1) The statutory provisions shall apply to the Buyer's rights in case of material and legal defects (including incorrect and partial delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the statutory special provisions regarding reimbursement of expenses upon final delivery of newly manufactured goods to a consumer (supplier's recourse according to §§ 478, 445a, 445b or §§ 445c, 327 paragraph 5, 327u BGB) remain unaffected, unless an equivalent compensation has been agreed upon, for example, within the scope of a quality assurance agreement.

(2) The basis of our liability for defects is primarily the agreement made regarding the quality and intended use of the goods (including accessories and instructions). If the quality has not been agreed upon, it shall be assessed according to statutory regulations whether there is a defect or not (§ 434 Abs. 3 BGB). Deviations from dimensions are inevitable in production. Therefore, tolerance ranges according to the respective state of the art remain reserved (DIN 40680 medium). Deviations from these tolerance ranges must be agreed upon separately.

(3) Sembach is generally not liable for defects that the Buyer knew of or grossly negligently failed to recognize at the time of contract conclusion (§ 442 BGB). Furthermore, the Buyer's claims for defects require that they have fulfilled their statutory duty to inspect and give notice (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must be carried out immediately before processing in any case. If a defect becomes apparent upon delivery, inspection, or at any later time, immediate written notice must be given to us. In any case, obvious defects must be reported in writing within two weeks of delivery, and defects not detectable during inspection must be reported within the same period upon discovery. If the Buyer fails to carry out the proper inspection and/or defect notification, our liability for the defect not or not promptly or properly reported is excluded according to statutory provisions. This also applies to goods intended for installation, attachment, or installation, even if the defect only became apparent due to a breach of these duties after the corresponding processing; in

this case, the Buyer has no claims for reimbursement of corresponding costs ("removal and installation costs").

(5) If the delivered item is defective, we can initially choose whether to remedy the defect by rectifying it (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the Buyer in individual cases, they can reject it. Our right to refuse subsequent performance under statutory conditions remains unaffected.

(6) We are entitled to make the owed subsequent performance dependent on the Buyer's payment of the due purchase price. However, the Buyer is entitled to withhold a reasonable portion of the purchase price in relation to the defect.

(7) The Buyer must provide us with the necessary time and opportunity for the owed subsequent performance, especially by handing over the disputed goods for inspection purposes. In the case of replacement delivery, the Buyer must return the defective item to us upon our request according to statutory provisions; however, the Buyer does not have a right to return. Subsequent performance does not include the removal, dismantling, or uninstallation of the defective item, nor the installation or attachment of a defect-free item, if we were not originally obligated to provide these services; the Buyer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

(8) Sembach bears or reimburses the necessary expenses for inspection and subsequent performance, especially transportation, travel, labor, and material costs, as well as, if applicable, removal and installation costs, in accordance with statutory regulations and these General Terms and Conditions, if a defect actually exists. Otherwise, if the Buyer knew or negligently did not know that there is no actual defect, Sembach may demand reimbursement of the costs incurred from the unjustified request for defect rectification.

(9) In urgent cases, e.g., in case of endangerment of operational safety or to prevent disproportionate damages, the Buyer has the right to remedy the defect themselves and demand reimbursement of objectively necessary expenses from us. Sembach must be notified immediately, if possible beforehand, of such self-performance. The right to self-performance does not exist if Sembach is entitled to refuse corresponding subsequent performance under the statutory provisions.

(10) If a reasonable deadline set by the Buyer for subsequent performance has expired unsuccessfully or is dispensable according to statutory provisions, the Buyer can withdraw from the purchase contract or reduce the purchase price according to statutory provisions. However, there is no right to withdraw in the case of an insignificant defect.

(11) Claims of the Buyer for damages or reimbursement of futile expenses exist only according to § 9 and are otherwise excluded.

## **§ 9 Other Liability**

(1) Unless otherwise provided in these General Terms and Conditions including the following provisions, Sembach shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

(2) Sembach shall be liable for damages – regardless of the legal basis – within the scope of tort liability in cases of intent and gross negligence. In cases of ordinary negligence, Sembach shall only be liable, subject to statutory limitations of liability (e.g., care in own affairs; immaterial breach of duty),

a) for damages resulting from injury to life, body, or health,

b) for damages resulting from the violation of a material contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contracting party regularly relies on or may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.

(3) The liability limitations arising from paragraph 2 also apply to third parties and in case of breaches of duty by persons (also to their benefit) whose fault we are responsible for according to statutory provisions. They do not apply to the extent that a defect has been fraudulently concealed or a warranty for the quality of the goods has been assumed, and for claims of the Buyer under the Product Liability Act.

(4) The Buyer may only withdraw or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A unilateral right of termination by the Buyer (especially according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and consequences apply.

## **§ 10 Statute of Limitations**

(1) Deviating from § 438 paragraph 1 Nr. 3 BGB, the general statute of limitations for claims arising from material and legal defects is one year from delivery. If acceptance has been agreed upon, the limitation period begins with acceptance.

(2) If the goods are a building or an item that has been used for a building according to its customary use and has caused its defectiveness (building material), the limitation period according to statutory regulations is 5 years from delivery (§ 438 paragraph 1 Nr. 2 BGB). Other statutory special regulations on limitation periods (especially § 438 Abs. 1 Nr. 1, paragraph 3, §§ 444, 445b BGB) remain unaffected.

(3) The foregoing limitation periods of sales law also apply to contractual and non-contractual claims for damages by the Buyer based on a defect in the goods, unless the application of the regular statutory limitation periods (§§ 195, 199 BGB) would result in a shorter limitation period in individual cases. Claims for damages by the Buyer according to § 8 paragraph 2 S. 1 and S. 2 (a) as well as under the Product Liability Act expire exclusively according to the statutory limitation periods.

## **§ 11 Tools**

(1) Costs for tools or production equipment manufactured by Sembach for custom products are due immediately net without deduction from the date of the invoice, unless otherwise agreed.

(2) Copyrights, inventor rights, and patents to tools and production equipment developed, created, and/or designed by Sembach, as well as the associated sketches, designs, and models, remain exclusively with Sembach. The Buyer is not entitled to reproduce these or to make them available to other suppliers for use. If the Buyer is to be granted rights of use and exploitation, a separate agreement is required.

(3) To ensure supply, the Buyer has no right to demand the surrender of the tool.

(4) Sembach is entitled to destroy tools and other production equipment after the end of the agreed-upon processing periods with the customer and no later than five years after the last use of the tool or other production equipment. Sembach will inform the Buyer in writing before destruction.

(5) If the Buyer bears the full tool costs, Sembach uses the tool exclusively for deliveries to the Buyer itself, unless the Buyer agrees to deliveries to third parties.

## **§ 12 Consultancy and Development Services**

(1) If Sembach has undertaken to provide paid consultancy and/or development services, Sembach is obligated to perform the contractual services in accordance with the state of the art in the field of general technical ceramics, but without guaranteeing a specific outcome. In particular, no liability is assumed for the functional usability of the development results for the purposes of the Client.

(2) Unless otherwise specified in the contract documents, Sembach reserves rights to the development results in such a way that only Sembach is authorized to use the development results for the production of end products/components and their prototypes for the Client.

(3) The Client shall promptly provide Sembach with all documents and information necessary for the provision of services upon commencement of the contract, as well as any agreed contributions free from third-party rights. During the contract performance, the client shall promptly provide information, documents, and contributions upon request by Sembach.

(4) Sembach may engage third parties (including freelancers and subcontractors) to provide its services.

### **§ 13 Confidentiality**

(1) The contracting parties mutually agree to maintain the confidentiality of confidential information and will additionally conclude a confidentiality agreement in accordance with the following provisions.

(2) "Confidential information" within the meaning of § 13.1 means all financial, technical, legal, tax-related, business activities of the informing party or its suppliers, or companies associated with it under corporate law according to § 15 AktG, or other information (including data and records) and proprietary know-how, i.e., identifiable knowledge that is accessible only to a narrowly defined group of people, is objectively identifiable, and has commercial value, which one party (hereinafter referred to as the "disclosing party") discloses to the other party (hereinafter referred to as the "informed party") in connection with the business relationship, provided that, if provided in writing or electronically, they are marked as confidential information, described as such, or are otherwise clearly recognizable as such; or are to be considered confidential from the circumstances.

(3) Sembach is entitled to disclose confidential information to people engaged by it to perform the contract, especially its employees and subcontractors, to the extent necessary for contract execution.

(4) The confidentiality obligation pursuant to § 13.1 does not apply to confidential information if and to the extent that

- Sembach is obligated to provide information to authorities, the judiciary, or other third parties due to mandatory legal provisions or enforceable administrative or judicial decisions;
- such information was lawfully in the possession of Sembach prior to disclosure and without an obligation of confidentiality;
- such information was lawfully transmitted to Sembach by a third party without an obligation of confidentiality after conclusion of the contract;
- such information has been published or otherwise become generally known without fault on the part of Sembach;
- the Client has consented to Sembach's disclosure of the information.

### **§ 14 Choice of Law and Jurisdiction**

(1) German law, excluding the United Nations Convention on Contracts for the International Sale of Goods, applies to these General Terms and Conditions and the contractual relationship between Sembach and the Buyer.

(2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business in D-Lauf a. d. Pegnitz. The same applies if the Buyer is an entrepreneur within the meaning of § 14 BGB. Sembach is also entitled to file suit at the place of performance of the delivery obligation according to these General Terms and Conditions or a priority individual agreement or at the Buyer's general place of jurisdiction. Priority statutory provisions, especially regarding exclusive jurisdictions, remain unaffected.

## **§ 15 Supplementary Provisions**

(1) If individual provisions are or become invalid, the validity of the other provisions shall not be affected. The parties are aware of the case law of the Federal Court of Justice, according to which a severability clause merely shifts the burden of proof. However, it is the express intention of the parties to uphold the effectiveness of the remaining contractual provisions under all circumstances and thus to waive § 139 BGB altogether. The parties shall endeavor to replace the invalid provision with one that best serves the contractual purpose legally and economically. The same applies in the event of a gap in the contract requiring supplementation.

(2) It is of paramount importance to Sembach that entrepreneurial activities take into account social responsibility towards its own employees, society, and the environment. This applies to Sembach itself as well as its contracting partners. The Buyer commits to compliance with applicable laws and regulations as well as international and industry standards. The Buyer will adhere to the principles outlined in the Code of Conduct.

(3) Data collected in connection with the business relationship will be processed by Sembach. Sembach reserves the right to transmit data for contract and payment processing and other information suitable for assessing creditworthiness from the contractual relationship to insurance companies and institutions for securing supplier credits and assessing creditworthiness electronically.

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