

General Terms and Conditions of Purchasing (GTCP)

1. General / scope

1.1. The General Terms and Conditions of Purchasing for BATEGU Gummithechnologie GmbH, (hereinafter called "BATEGU") apply exclusively; conditions of the supplier that are conflicting or deviate from BATEGU's General Terms and Conditions are not recognized unless BATEGU has explicitly agreed in writing to their validity.

1.2. All orders and services from BATEGU, as well as any separate written agreements that may be made, are subject to these conditions.

1.3. Any previous General Terms and Conditions of the supplier and/or BATEGU will be replaced by these General Terms and Conditions of Purchasing.

1.4. If special conditions are agreed for orders, the General Terms and Conditions of Purchasing apply as subordinately supplementary.

1.5. An omission of BATEGU to assert or exert its rights in accordance with these conditions shall in no event constitute a waiver of such right(s) or other rights of these conditions in the future.

1.6. Personal data within the context of our business relationship will be treated in accordance with data provisions.

2. Proposals / bidding documents / basis for proposals

2.1. BATEGU's requests for quotes from the supplier about their products and the terms and conditions of their delivery or an invitation to tender from BATEGU are in no way binding for BATEGU.

2.2. As a general rule, orders occur in writing and are to be confirmed at the latest within 5 working days after receipt. BATEGU is entitled to cancel its order if the supplier has not confirmed it in writing within 5 working days after receipt. If in the course of an ongoing business relationship a rejection to the order is not effected within five days after receipt of the order by the supplier, the order is considered accepted at BATEGU's purchasing conditions. The supplier commits to one hundred percent delivery reliability (compliance with dates and packing instructions) and quantity stipulations.

2.3. Any order confirmation from the supplier that deviates from BATEGU's order represents a new offer to purchase and must be accepted by BATEGU in writing. The supplier is to expressly point out such deviations separately in the order confirmation to BATEGU. BATEGU can demand changes in the delivery item in design and execution within the scope of reasonableness for the supplier. Effects caused by this such as extra and reduced costs will be resolved by mutual agreement.

2.4. Illustrations, drawings, calculations, samples and the like, information of both physical and non-physical nature and other documents – hereinafter called information – which are BATEGU's or are paid by BATEGU remain BATEGU's exclusive property and/or BATEGU retains proprietary rights and copyrights. The supplier gets the right to use the information only for the purpose of contract

negotiations or for the performance of the contract. Before handing the information over to third parties, the supplier requires express written authorisation from BATEGU. Copies of any kind such as paper copies, file copies, storage on other data storage media or/and computer systems and other duplicates may not be made by the supplier. Copies necessary for documentation purposes are excepted from the ban on copying.

2.5. If software is contained in the scope of delivery, BATEGU is granted a non-exclusive right to use the software delivered, including its documentation. It will be left to be used on the delivery item for which it is designed. BATEGU may only copy, revise, translate or convert the software from the object code into the source code to the extent legally permissible. BATEGU is authorised to create backup copies. All other rights to the software and the documentation including the copies remain with the supplier or the software supplier.

2.6. BATEGU is authorised to carry out changes in the service and as a result in the drawings, specifications, manufacturing equipment and processes relevant to the service. If BATEGU communicates a change in a service, the supplier will check it on the basis of his expertise and inform BATEGU in writing immediately, at the latest, however, within 10 working days, about the effects of the change on the use, production process, on deadlines and delivery dates, as well as on the price per item and as regards defects, reservations and concerns by presenting replicable documents in writing. The contractual partners will jointly analyse the results of the supplier's examination and then effect an agreement about the effects of the change. A price increase can only occur after prior consent in writing from BATEGU. The supplier commits to undertaking deviations from the currently valid state-of-the-art of the product drawings or process changes in the manufacture only after prior agreement in writing from BATEGU. This necessitates beforehand in every case a detailed examination of the effects, the justification of the necessity by the supplier, and written agreement from BATEGU.

2.7. As regards the manufacture and sales of his products and/or services, the supplier will do his best at all times during the duration of this contract to maintain a level of technology, quality, service and price that is at least competitive with that of other manufacturers of similar products/services for the intended application.

3. Prices / terms of payment

3.1. A price quoted in the order is binding (fixed price). Unless there is a deviating written agreement, the price includes delivery DDP (Incoterms 2020) including packing. The supplier is to take back the packing free of charge and to respect environmental provisions.

3.2. Orders without price indication apply subject to written price authorisation from BATEGU.

3.3. Statutory value-added tax is not included

in the prices; it is to be indicated separately in the invoice at the rate applicable by law on the day the invoice is issued. Transport costs shall also be shown separately in the invoice.

3.4. The invoice is to be posted separately immediately after delivery to BATEGU's postal address in duplicate. It must conform to the legal stipulations. If the prerequisites are not fulfilled, BATEGU is not responsible for delays in processing the invoice and in settling payment resulting from this.

3.5. Unless otherwise agreed, invoices are to be issued in Euros (EUR); payments will be made exclusively in Euros (EUR).

3.6. Payment of the invoice takes place within the agreed time period unless the goods delivered give rise to complaints.

3.7. BATEGU is entitled to offset any counterclaims with accounts payable to the supplier.

3.8. BATEGU will make down payments and/or advance payments only in exceptional cases and only against bank guarantees, unless otherwise agreed in writing.

4. Delivery

4.1. The agreed delivery date is binding. For the timeliness of deliveries, what counts is the receipt at the shipment address indicated by BATEGU; for the timeliness of deliveries including set-up or assembly as well as for services, their acceptance.

4.2. If the supplier finds himself in default with a delivery, he is to pay BATEGU a contractual penalty for each week or part thereof of 1% of the purchase price of the delayed products, at the maximum, however, 5% of this purchase price. Further- more, the supplier is to compensate the costs incurred for BATEGU in case of delay: the cost of special trips (both from suppliers to BATEGU and from BATEGU to their customers), additional set-up costs in production, additional costs due to special shifts, costs due to loss of production, exchange/conversion costs. BATEGU's right to assert further claims as well as the right to withdraw from the contract remain unaffected by this. A contractual penalty and/or reimbursement of costs paid by the supplier is to be offset from an asserted claim.

4.3. In case of delivery earlier than agreed, BATEGU reserves the right to return the delivery at the supplier's costs and risk or to store it until the delivery date at the supplier's costs and risk.

4.4. In case of a noticeable delay in a delivery or service, the supplier is to notify BATEGU notwithstanding the provisions in 4.2. immediately, indicating the reasons, the probable duration of the delay and its effects, specifying the measures intended to prevent it.

4.5. If non-compliance with the delivery date is to be attributed to force majeure, civil disturbances, official measures, industrial disputes or other events that are beyond the supplier's sphere of influence, the delivery deadline shall be reasonably extended. The supplier will inform BATEGU of the beginning and end of such circumstances orally and in writing immediately and will agree with BATEGU upon appropriate measures to remedy the situation, e.g., the quickest possible

transport, and carry this out.

4.6. BATEGU is released wholly or in part from the obligation to accept the delivery/service ordered and is insofar entitled to withdraw from the contract if the delivery/service is no longer usable at BATEGU taking into account economic interests due to the delay caused by force majeure and/or industrial dispute.

4.7. BATEGU can withdraw from the contract without notice if for the supplier the entire service becomes impossible before handing over the risk or the delivery period is unreasonably extended or the end of the delivery delay cannot be safely determined. Furthermore, BATEGU can also withdraw from the contract if executing a part of the delivery becomes impossible and there is a legitimate interest in refusing the partial delivery. If this is not the case, BATEGU is to pay the contract price incurred for partial delivery. The same applies in the event the supplier is unable to perform.

4.8. If BATEGU grants the supplier who is in default a suitable time period to provide the service and if this time period is not complied with, BATEGU is entitled to withdraw without defining a further extension upon indicating in writing the repeated delay.

4.9. Partial, short and excess deliveries may not take place without prior consent from BATEGU. For agreed partial deliveries, the remaining quantity is to be stated. Additional costs for packaging, freight etc. for partial deliveries that are permitted are borne in any case by the supplier.

4.10. For each case of

- deviation from delivery and packaging specifications,
- early delivery,
- partial, short or excess delivery,
- erroneous documents,
- lacking documents,

BATEGU is entitled to claim their additional expenditures for processing/logistics as a lump sum compensation totaling EUR 100,- (notwithstanding the right in individual cases to assert a higher claim).

4.11. The supplier can only invoke the lack of documents, information, material and packaging that is necessarily to be provided by BATEGU if he has requested these in writing and has not received them within a reasonable time period.

4.12. The supplier is to supply all verification (e.g. certificates of origin) that is necessary for BATEGU to attain customs and/or other benefits. If the origin of goods differs from the supplier declaration in BATEGU's possession, this is to be especially indicated on the delivery slip and the invoice, indicating the country of origin.

4.13. The supplier is to be responsible for deliveries and services of his subcontractors as well as for his own services. The supplier's suppliers are therefore deemed his vicarious agents.

4.14. Unless especially demanded by BATEGU, the goods are to be packed appropriately, conforming with industry practice. The supplier is liable for damages resulting from inadequate packing.

5. Dispatch, transferring risk

For delivery with set-up and assembly and for services, the risk is handed over upon ac-

ceptance; for other deliveries upon receipt at the receiving office indicated by BATEGU.

6. Quality

6.1. The supplier is to comply with the statutory provisions of the Republic of Austria, of the country of manufacture and of the EU about safety-related and environmentally related execution and processes of technical products, particularly generally accepted technical practice and other regulations that reflect the state of scientific and technical knowledge at the time of individual delivery, as well as ISO 9001:2015 ff. or a corresponding quality management plan in producing and delivering the goods and/or providing the service. If the goods ordered are intended for use in the automotive industry and this was indicated in the order, the supplier is to comply, in addition to the provisions named above, with the certifications of the EU directive on scrap cars (Directive 2000/53/EC of the European Parliament and the Council dated 18 Sept. 2000 for end-of-life vehicles, published on 21 Oct. 2000) and the guideline of the Global Automotive Declarable Substance List (www.gadsl.org).

6.2. BATEGU's quality assurance guidelines are components of the contract.

6.3. At BATEGU's request, the supplier is to conduct an initial sampling free of charge in a separate scope to be defined by BATEGU.

6.4. The supplier is to make available to BATEGU all material data required for possible entry into the International Material Data System of the automotive industry (IMDS database).

6.5. If BATEGU has informed the supplier about the designated use of the delivery or service or if this delivery or service is recognisable for the supplier even without explicit notification, the supplier is obliged to inform BATEGU immediately if the delivery or service of the supplier is not suitable to fulfil this designated use.

6.6. The supplier is to notify BATEGU immediately in writing of changes in the type of composition of the processed material or the design execution as compared to similar deliveries or services provided to BATEGU until now. The changes require prior written consent from BATEGU. Without such consent, the supplier's deliveries and services are considered defective.

6.7. BATEGU can at any time, after suitable notification and during normal business hours at the intervals that BATEGU considers necessary, undertake suitable inspections and quality audits in the course of which the supplier manufactures the products. Upon request the supplier will ensure that at any time the production and the test documentation and other documents and data connected with providing the service to be delivered can be inspected.

6.8. Independent of a successful initial sampling in accordance with 6.3., the supplier is to check quality on an ongoing basis. In addition, the contract partners will inform each other on a reciprocal basis about possibilities of further quality improvement.

6.9. If the type and scope of inspection and the testing devices and methods are not firmly agreed between the supplier and BATEGU, BATEGU is willing upon request from the supplier to discuss inspections with the sup-

plier in order to determine the level of testing technology required in individual cases in the scope of their know-how, experience and possibilities.

6.10. For products especially designated in the technical documents or through separate agreement, the supplier is also to record in special notes when, in what way and by whom the items for delivery were checked as relates to the features requiring documentation and what results the required quality tests yielded. The testing documents are to be kept for 15 years and if needed to be presented to BATEGU. Costs associated with this are covered by the price agreed upon ordering. Upstream suppliers are to be obligated in the same scope to the extent legally permitted.

6.11. To the extent that authorities and customers of BATEGU legitimately gain insights into BATEGU's production processes and testing documents to verify certain requirements on the basis of relevant legal stipulations, the supplier also commits to granting these authorities or customers insights into their production processes and testing documents and to providing any reasonable support in this context. Upstream suppliers are to be obligated in the same scope to the extent legally permitted.

6.12. BATEGU has the right to terminate existing contracts with the supplier by written notification to the supplier if the supplier fails to comply with the agreed quality standards for a time period of three months.

6.13. The supplier is to transfer in full the obligations relevant to him on the basis of this article of the contract to any subcontractors he may work with.

6.14. The supplier will support BATEGU in resolving as well as possible any notification of defects from a customer of BATEGU that may arise.

7. Documents

The supplier is obliged when issuing the dispatch papers and delivery slips to indicate all contents according to the norm (at least according to ISO 9001:2015 ff. or a corresponding quality management plan), particularly both BATEGU's and their own parts name and number, the job number, order number and item, BATEGU's drawing revision, the batch number and the delivery quantity. If they fail to do this, delays in processing for which BATEGU is not responsible are inevitable. Delivery slips and dispatch papers are to be sent in duplicate to BATEGU with every delivery. Invoices are to be sent to BATEGU in duplicate separately from the goods.

8. Defects

8.1. The supplier is aware that the goods ordered by BATEGU, unless they are technical capital goods, are to be used by BATEGU to manufacture products. The supplier is obligated to conduct a relevant quality inspection on its own and, if he does not yet have a quality management system of his own, to launch one and maintain it.

8.2. The supplier guarantees consistent quality of the goods/service delivered, without any further quality inspection or follow-up by BATEGU; Sect. 377 UGB [Austrian Corporation Code] shall not apply. The incoming goods control at BATEGU is thus restricted to

checking the identity (checking the order with the delivery slip), checking the quantity (right number of goods) and checking for recognisable transport damages or other visible damages, insofar as this is reasonable for BATEGU on the basis of the state of the goods. Such defects are to be notified by BATEGU in writing immediately. BATEGU reserves the right to conduct additional inspections of incoming goods. Defects subsequently determined will be reported as soon as they are determined according to the conditions of the proper course of business. To this extent the supplier waives the objection to delayed notification of defects. This approach is taken into account accordingly in pricing the individual delivery item.

8.3 If defects in goods/services delivered are found, BATEGU is entitled within 36 months from delivery to choose between cancelling the contract, reducing the price and eliminating the defect by repair or delivering zero defect items. The improvement or delivery of replacement items is to take place immediately and at the supplier's costs. In case of subsequent supply, the supplier is to take back the defective products at his own costs.

8.4. If the supplementary performance fails or if it is unreasonable for BATEGU or if it does not take place within a suitable deadline after complaint has been made by BATEGU, BATEGU can withdraw from the contract/from the order without notification and can send the goods back at the supplier's risk and costs.

8.5 If it is no longer possible to inform the supplier of the defect and to impose a short deadline to remedy the defect, BATEGU reserves the right in urgent cases, particularly to stave off any acute risks or avoid greater damage, to remove the defect themselves or have the defect removed by third parties at the supplier's expense.

8.6 If the supplier supplies production material to BATEGU that in accordance with regulations will ultimately be built into motor vehicles or motors, and if the supplier was informed of this at the time of the order, the beginning of the time limit for claims is postponed until the first commissioning of the motor vehicle or motor by the final customer.

8.7 Additional claims, especially for damage compensation, remain reserved to BATEGU.

8.8 In any case of defects in delivery, BATEGU's supplier is to pay a lump sum compensation totalling EUR 200,- per defective delivery, independently of whether BATEGU is entitled to further claims towards the supplier and/or these are claimed.

8.9 If BATEGU's customers are part of the automotive industry and if they use a reference market procedure or a procedure similarly typical in the automotive industry to determine and account for warranty claims and if they allege claims towards BATEGU for defects in products of BATEGU that result from defects in the supplier's products, this procedure will also be applied to the delivery relationship between the supplier and BATEGU.

9. Product liability, recall, indemnification, liability insurance cover

9.1. If and to the extent that the supplier is responsible for loss or damage caused by the product, the supplier shall be obligated to indemnify BATEGU on first demand against

damage claims of third parties as far as the cause is within the supplier's sphere of control and organisation and the supplier is liable to third parties.

9.2. Within this scope, the Supplier shall also be obligated to reimburse for any and all expenditures which are incurred by or in relation to any recall action BATEGU or its customers conduct. BATEGU will inform the supplier about the contents and scope of the recall actions to be conducted – to the extent possible and reasonable – and give them an opportunity to make a statement.

9.3. The same applies to service actions carried out by customers of BATEGU.

9.4. The supplier is obligated to conclude and maintain for the coverage of product liability risks, including the risk of recall, adequate product liability insurance that is applicable around the world. If BATEGU so requests, the supplier is to provide evidence that such insurance has been concluded without delay. Possible claims above the coverage sum remain unaffected by this.

10. Manufacturer's declaration

The products delivered must fulfil all provisions, guidelines and norms related to the specific product. If for the product a manufacturer's declaration or a declaration of conformity (DoC) is required in terms of the EC Machinery Directive, the supplier is to provide these immediately and without cost.

11. Supplier's declaration

11.1. Before the first delivery the supplier ensures that BATEGU receives a long-term supplier declaration for the ongoing calendar year unbidden and with preferential origin of goods, to the extent that this is customary. The long-term supplier declaration is to be sent unbidden to BATEGU at the beginning of each year. If changes that are basis of the long-term supplier declaration occur in the course of a calendar year, BATEGU is to be informed of this immediately.

11.2. The supplier will allow inspection of proofs of origin by customs authorities and provide all necessary information as well as any certification required.

11.3. The supplier shall compensate BATEGU for any damages incurred, if and in so far as the competent authorities, due to any deficient certification or impossibility to verify, fail to acknowledge the declared origin.

12. Delivery obligations

12.1. The Supplier is obligated to deliver any replacement parts and/or raw materials/materials for the period of time of the usual technical use, at least however 10 years after the delivery of the last delivery item of the series at reasonable conditions.

12.2. If a delivery takes place within the automotive industry, the timeperiod described above is 15 years.

13. Proprietary rights

13.1. Provided that the goods are used in accordance with the terms of the contract, the supplier shall be liable for any claims for infringement of proprietary rights or of applications for the same – hereinafter called proprietary rights.

13.2. The supplier releases BATEGU and its

customers from all claims which arise from the use of such proprietary rights.

13.3 The supplier's statement of release also extends to cover all expenditures that BATEGU incurs from or in conjunction with the commissioning by a third party.

14. Manufacturing equipment and materials

14.1. Tools, samples, drawings and the like provided to the supplier remain BATEGU's property and are to be returned to BATEGU when no longer required. The same applies to work and testing guidelines.

14.2. Tools, instruments and other manufacturing equipment are or remain the sole property of BATEGU if an assumption of costs by BATEGU or an amortisation takes place over the products. The contractual parties agree now about the transfer of property. The transfer of tools, instruments and other manufacturing equipment to BATEGU is compensated by BATEGU leaving them to the supplier for his use for free.

14.3. The supplier is to mark tools, instruments and other manufacturing equipment belonging to BATEGU appropriately as BATEGU's property and to insure them at their own costs at new value. The supplier hereby assigns all of their claims for compensation under said insurance to BATEGU; BATEGU hereby accepts the assignment. The supplier shall be obligated to carry out any service or inspection work that may be necessary on the tools, instruments and other manufacturing equipment as well as all maintenance and repair work at their own expense and in a timely manner.

14.4. The supplier is obligated to deploy the tools, instruments and other manufacturing equipment exclusively for manufacturing the goods ordered by BATEGU.

14.5. Manufacturer's equipment produced by the supplier or procured by them may not be scrapped without BATEGU's prior consent; otherwise, costs for new tools will not be taken over by BATEGU.

14.6. BATEGU can reclaim the tools, instruments and other manufacturing equipment if

- this is agreed in a tool supply contract,
- the supplier runs out of stock of the parts manufactured with the manufacturing equipment,
- the supplier's financial situation deteriorates, particularly if an insolvency procedure is opened or an application for introduction of an insolvency procedure is submitted,
- the business relationship is ended.

15. Dangerous substances and preparations

15.1. For goods and materials as well as for processes that must experience special treatment due to laws, stipulations, other provisions or due to their composition and their effect on the environment, including related to transport, packing, labelling, storage, treatment, production and disposal, compliance with the statutory provisions of the land of manufacture as well as the sales country is mandatory from the supplier.

15.2. BATEGU rejects any use of minerals from conflict areas and products made with them and only sources products from responsible sources.

Suppliers ensure that they source raw materials/products from sustainable and ethnic sources. In the case of conflict minerals (tin, tantalum, tungsten and gold) and expanded to include cobalt and mica, BATEGU expects that the melt can be named by the supplier.

In particular, BATEGU expects suppliers to comply with the Commission Recommendation (EU 2018/1149) on the identification of high-risk areas and other risks in the supply chain, as well as due diligence obligations under Regulation (EU) 2017/821 of the European Parliament and of the Council, the OECD Due Diligence Guidelines on Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and Section 1502 of the Dodd-Frank Act on the Requirement for Responsible Sourcing of minerals.

15.3. The supplier will hand over to BATEGU the required papers and documents even before confirmation of the order. In particular, all dangerous substances and substances hazardous to water may be delivered only after presenting an EC Safety Data Sheet. If the requirements of article 15.1 und 15.2. change in the course of the delivery relationship, the supplier will immediately send BATEGU the corresponding papers and documents in accordance with the changed requirements.

15.4. If BATEGU still does not have the certificates mentioned in article 15.3. at the time of confirmation of the order, BATEGU is entitled to withdraw from the contract with the supplier if the supplier does not later hand in the documents mentioned in article 15.3. to BATEGU after a 14-day extension by BATEGU. In this case the supplier is liable to BATEGU for all damages that at most may incur to BATEGU through the justified withdrawal from contract.

15.5. BATEGU is entitled to give back to the supplier free of charge dangerous substances and substances hazardous to water that were provided to the supplier for experimental purposes.

15.6. The supplier is liable to BATEGU for all damages arising from culpable non-compliance with existing statutory provisions.

15.7. The supplier will insure that the requirements of the EU Chemicals Ordinance REACH (Ordinance (EC) No. 1907/2006, Official Journal of the EU dated 30 Dec. 2006) – hereinafter called “REACH” – are complied with.

15.8. Components relevant to the EU Directive on End-of-Life Vehicles (ELV – End of Life Vehicles) (heavy metals) must be entered into the IMDS database at their own cost and are thus considered declared.

15.9. The supplier must otherwise comply with all statutory provisions and provisions from authorities as regards environmental protection, especially the EU Directive on End-of-Life Vehicles when fulfilling their contractual obligations.

15.10. The supplier is to release BATEGU completely from all consequences, particularly damages from BATEGU and claims from third parties that result from the supplier not complying with or fulfilling, not completely complying with or fulfilling, or not complying with or fulfilling in time the above provisions from articles 15.1-15.9.

16. Packing

16.1. The supplier is to comply with the re-

quirements from the packaging regulations valid at any given time (see www.ara.at).

16.2. The supplier is to take back used, empty packing free of charge. If this is not possible, he will bear BATEGU's related appropriate disposal costs.

17. Confidentiality / advertising

17.1. The supplier commits to maintaining secrecy about all business information and/or know-how that has been announced to him or which he has become aware of.

17.2. Specifically the supplier shall be obligated to keep all illustrations, drawings, calculations, know-how and information strictly confidential. They may only be disclosed to third parties with express prior written consent from BATEGU upon handing over an identical non-disclosure agreement (articles 17.1-17.6).

17.3 Manufacturing equipment or materials left to the supplier and produced according to BATEGU may neither be copied nor sold nor otherwise handed on without their prior written consent. The same applies for goods manufactured with this equipment or material.

17.4 The supplier may only advertise his business connection with BATEGU and his products and illustrations ordered by BATEGU with prior written consent.

17.5 Information that is publicly known or becomes known or that is lawfully received by third parties is excluded from this agreement.

17.6 The secrecy obligation remains valid beyond the end of the delivery relationship, even if no order has come about.

17.7 The supplier is liable for all damages arising through noncompliance with the provisions cited in article 17.

18. Services of third parties

If the supplier engages third parties with the provision or quality assurance of his deliveries/services, he will make an agreement with them that at a minimum corresponds to these provisions. If such a third party cannot fulfil quality assurance duties, the supplier is to take over these tasks for the services he has purchased. The supplier is responsible for the deliveries and services of these parties just as he is for his own services. The supplier's third parties are thus considered his vicarious agents.

19. Other provisions

19.1. If one or more of the rules above is or becomes ineffective or unfeasible, this does not affect the validity of the other rules. Instead of the ineffective and/or unfeasible stipulation, an effective and/or feasible stipulation will take its place which comes closest to the contract partners' commercial intention. The same applies to regulatory gaps. In case of a gap, that stipulation is considered agreed that the contract partners would have agreed in terms of its commercial content if the gap had been recognised when the respective contract was concluded.

19.2. Without BATEGU's prior consent in writing, the supplier may neither assign nor transfer, neither completely nor in part, order and other rights arising from the contract concluded with BATEGU.

19.3. If, after the contract is concluded, insolvency proceedings are opened about the

supplier's assets, BATEGU is entitled to withdraw immediately from the contract.

19.4 The supplier may only deploy subcontractors to fill an order or part of an order with BATEGU's prior written consent.

19.5. A change in the rules of these General Terms and Conditions of Purchasing must be in writing. This also specifically applies to the waiver of the requirement of written form.

19.6. Headings for paragraphs and clauses of this contract and its annexes only serve the purpose of clarity and are not to be used to interpret contractual stipulations. All references to statutory regulations include the amendment or re-release of these provisions, regardless of whether this takes place or will take place before or after the date of this contract.

19.7 The contract language shall be German.

20. Place of performance, applicable law, jurisdiction

20.1. The place of performance for the supplier's obligations to deliver is the receiving office or the point of use named in each case by BATEGU. The place of performance for BATEGU's duties of payment is BATEGU's headquarters.

20.2. Between the supplier and BATEGU exclusively Austrian law is applicable as relates to the existing contractual relationship and if need be from that or from the violation of the duty of protection and care as preliminary and ancillary duties. The UN Sales Convention (CISG) shall not apply.

20.3. For all disputes arising from the business relationship between the contract parties, the exclusive jurisdiction of the Commercial Court of Vienna is agreed. BATEGU is, however, entitled to file action against the supplier in another jurisdiction.