

## General Terms and Conditions of Purchase - Friotherm Deutschland GmbH

### 1. Scope

- 1.1 These General Terms and Conditions of Purchase ["GTCs"] shall apply to all business transactions between FRIOTHERM Deutschland GmbH (hereinafter referred to as "FRIOTHERM") and the Supplier, even if they are not referred to in later contracts. They shall apply *mutatis mutandis* to contracts to produce a work (*Werkvertrag*) and service contracts (*Dienstleistungsvertrag*); in the case of contracts to produce a work, acceptance of the delivered goods is replaced by acceptance of the work as being in conformity with the contract; in the case of service contracts, acceptance of the delivered goods is replaced by receipt.
- 1.2 Conflicting, additional or deviating terms and conditions of the Supplier shall not become part of a contract unless FRIOTHERM has expressly agreed to their validity in writing. These GTCs shall also apply if FRIOTHERM accepts delivery from the Supplier without reservation although knowing of the Supplier's conflicting or deviating terms and conditions.
- 1.3 Any additional agreements or agreements deviating from these GTCs made between FRIOTHERM and the Supplier for the execution of a contract shall be set down in writing in the contract. This shall also apply to any rescission of this written form requirement.
- 1.4 Rights to which FRIOTHERM is entitled under provisions of applicable law going beyond these GTCs shall remain unaffected hereby.

### 2. Conclusion of contract, changes to contract and performance of contract

- 2.1 Offers, cost estimates, drafts, samples and specimens of the Supplier shall be free of charge to FRIOTHERM unless otherwise agreed in writing. Upon FRIOTHERM's request, the Supplier shall collect them immediately at its own expense
- 2.2 Any order, change of order or amendment of order as well as other agreements made at the time of contracting shall only become binding if FRIOTHERM has placed such orders or amendments etc. in writing, or in the case of an order placed orally, by telephone or other means of remote communication, has duly confirmed the same in writing. Any order placed by means of automated equipment which does not include the Parties' signatures and name shall be deemed a written order. FRIOTHERM's silence in response to offers, requests or other statements by the Supplier shall only be considered to constitute consent if this has been expressly agreed in writing. If the order contains obvious mistakes, typographical or calculation errors, it shall not be binding on FRIOTHERM.
- 2.3 The Supplier shall inform FRIOTHERM in writing prior to conclusion of the contract if the ordered goods are subject to export controls or other marketability restrictions under the laws applicable in the Federal Republic of Germany. Otherwise, FRIOTHERM shall be entitled to withdraw from the contract after setting a reasonable grace period and without regard to any fault on the part of the Supplier. Any claims of FRIOTHERM beyond the foregoing shall be unaffected hereby.
- 2.4 The Supplier shall promptly issue a confirmation of the order, no later than three (3) working days following receipt, specifically stating the price and delivery date. Deviations of the order confirmation from the written order shall only be considered to have been agreed if FRIOTHERM has expressly confirmed them in writing. The same applies to later contractual amendments. If FRIOTHERM has concluded a framework agreement with the Supplier for future deliveries, then an order placed by FRIOTHERM (call-off delivery order) shall be binding if the Supplier fails to object to it within three (3) working days.
- 2.5 Order confirmations, dispatch notes, consignment bills, delivery bills, invoices and other letters from the Supplier shall quote the order data (in particular: order number, order date, the FRIOTHERM contact person, the service order number as well as FRIOTHERM's material number and designation, where available). All deliveries shall be accompanied by a single copy of a delivery bill containing details of the order data as well as the scope of the delivery and delivery quantity.
- 2.6 FRIOTHERM reserves all proprietary rights, copyrights and other intellectual property rights in all documents (including electronic documents) which FRIOTHERM provides to the Supplier prior to or after conclusion of the contract. This shall apply in particular to

all drafts, samples, patterns and models of FRIOTHERM. Such documents may only be used for performance of a contract based on FRIOTHERM's order and may not be disclosed to third parties without FRIOTHERM's express prior written consent. Upon FRIOTHERM's request, the Supplier shall promptly return all documents to FRIOTHERM or destroy them if they are no longer needed in the ordinary course of business.

- 2.7 If, during the performance of a contract, it becomes apparent that deviations from the originally agreed specification become necessary or are expedient, the Supplier shall inform FRIOTHERM promptly thereof. FRIOTHERM shall immediately inform the Supplier of any specific changes the Supplier shall make relative to the original order. FRIOTHERM is entitled to change its order at any time, in particular regarding the composition of the goods. In such cases the Supplier shall be granted a reasonable grace period for production changes. If such changes also alter the costs incurred by the Supplier for performance of the contract, then both FRIOTHERM and the Supplier shall be entitled to promptly demand a corresponding adjustment of the agreed prices. If no agreement on the price adjustment is reached within eight (8) weeks following the written request of the Supplier or FRIOTHERM for the price adjustment, FRIOTHERM shall be entitled to - without notice or setting a grace period - withdraw from the contract or to terminate it.

### 3. Deliveries

- 3.1 The delivery must correspond to the order in terms of its design, scope and allocation. The agreed delivery periods and dates are binding. Delivery periods shall commence to run at the date of the order.
- 3.2 For compliance with the delivery date or delivery period, receipt of the goods at the place of use specified in the order shall be deemed to control. Unless otherwise agreed in writing, delivery shall be made DDP Incoterms® 2020, to the place of use specified in the order. If delivery DDP Incoterms® 2020 has not been agreed, then the Supplier shall make the goods available in good time, taking into account the time for loading and dispatch to be agreed upon with the carrier.
- 3.3 If it becomes apparent to the Supplier that the delivery deadline cannot be met, it shall inform FRIOTHERM promptly in writing, stating the reasons for this and the expected duration of the delay. FRIOTHERM is entitled to withdraw from the contract in the case of a delay in delivery, regardless of the Supplier's fault. In the case of delay on the part of the Supplier, FRIOTHERM is entitled to demand liquidated damages (*Vertragsstrafe*) of 0.5% of the net order value for each week or partial week of the delay, but not to exceed 5% of the net order value. FRIOTHERM's further and other claims shall remain unaffected hereby. The liquidated damages shall be set off against the losses caused by delay for which the Supplier is to pay compensation. FRIOTHERM's claim for delivery shall only be waived if the Supplier pays compensation instead of delivery at FRIOTHERM's request. Acceptance of a delayed delivery does not constitute a waiver of claims for damages.
- 3.4 Delivery prior the agreed delivery date is only permitted with FRIOTHERM's prior written consent. FRIOTHERM shall be entitled to return goods delivered early at the expense of the Supplier or to store them at the Supplier's expense until the agreed delivery date.
- 3.5 Partial deliveries as well as deliveries of excess quantities or shortfalls are not permitted unless otherwise agreed in writing. FRIOTHERM reserves the right to accept such deliveries in individual cases.

### 4. Passage of risk and shipment

- 4.1 The Supplier shall bear the risk of accidental loss or accidental deterioration of the goods until such time as FRIOTHERM accepts them (DDP Incoterms® 2020). If the Supplier has a duty to install or assemble the goods, then the risk shall not pass to FRIOTHERM until acceptance.
- 4.2 A delivery note shall be enclosed with every delivery containing the order number, order date, the contact person at FRIOTHERM, and the service order number (if available), material number and designation, a list of delivered batches, description of the goods, delivery quantities and weight. Any breach of these duties of doc-

## General Terms and Conditions of Purchase - Friotherm Deutschland GmbH

- umentation shall constitute a material breach of contract by the Supplier. The Supplier shall have a duty to pay compensation to FRIOTHERM for any losses resulting from this.
- 4.3 The Supplier shall inform FRIOTHERM promptly of its dispatch of any delivery.
- 4.4 The Supplier must pack the goods in such a way as to avoid shipment damage. Packaging materials shall be used only to the extent necessary for this purpose. Only environmentally friendly, recyclable packaging materials may be used.
- 5. Prices and payment**
- 5.1 The price stated in the order shall be deemed binding. Unless otherwise agreed in writing, prices are "free place of use" duty paid (DDP Incoterms® 2020), including packaging. The prices shown are exclusively net prices; the statutory VAT shall be shown separately at the time of invoicing and at the applicable rate at that time.
- 5.2 The Supplier's invoices shall quote the order codes (order number, order date, quantity and price), the number of individual items (batches) and the delivery note number, failing which they shall be deemed not to have been received due to the inability to process them. Copies of invoices shall be marked as duplicates.
- 5.3 Payments shall be made following acceptance of the goods and receipt of a due and proper invoice within fourteen (14) days with a 3% discount, within thirty (30) days with a 2% discount, or within ninety (90) days on a net basis. Payments shall be subject to invoice verification. In cases of deficient deliveries or improper invoicing, FRIOTHERM shall be entitled to withhold payment until the proper performance is made or invoices are issued without any loss of rebates, discounts or similar price reductions. If the Supplier is also required to provide documentation as well as necessary documents and information (e.g. certificate of origin, declaration of conformity, CE marking, operating and maintenance manual), acceptance of the goods shall also require a receipt of these documents. The payment period shall begin to run after the deficiencies/defects have been completely remediated. In the case of early delivery of the goods, the payment period shall not begin to run until the agreed delivery date.
- 5.4 The goods shall pass to the ownership of FRIOTHERM no later than at the time of payment, without any encumbrances. Payments shall only be made to the Supplier. No extended or prolonged retention of title (*erweiterter oder verlängerter Eigentumsvorbehalt*) is permitted. Counterclaims of the Supplier shall only entitle it to exercise a right of set-off (*Aufrechnungrecht*) if they are established by a *res judicata* judgement or are undisputed. The Supplier may only assert a right of retention (*Zurückbehaltungsrecht*) if its counterclaim is based on the same contractual relationship.
- 6. Warranty and claims for defects**
- 6.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 6.2 The Supplier hereby warrants that its delivery complies with the agreed specifications, the state of the art, relevant law and regulations and guidelines of authorities, trade associations and professional associations (e.g. Machinery Directive [Directive 2006/42/EC] or Machinery Ordinance [Ninth Ordinance to the Product Safety Act] (*Maschinenverordnung - 9. ProdSV*) and the Pressure Equipment Directive [Directive 2014/68/EU] or Pressure Equipment Ordinance [Fourteenth Ordinance to the Product Safety Act] (*Druckgeräteverordnung - 14. ProdSV*); DIN EN 378). The Supplier shall inform FRIOTHERM promptly and in writing regarding any reservations the Supplier has about performance of the contract as requested by FRIOTHERM.
- 6.3 FRIOTHERM shall examine the goods promptly after acceptance to the extent this is feasible in the course of its ordinary business, and determine whether quantity and identity correspond to the order and whether there is any externally visible shipping damage.
- 6.4 If defects are detected during these checks or at a later time, FRIOTHERM shall promptly notify the Supplier following its examination of the goods or detection of the defects, if feasible in the ordinary course of business. Such notification shall be deemed to have been made without delay if made within one (1) week after acceptance of the goods in the case of obvious defects, and within two (2) weeks after the discovery in the event of latent defects.
- Where goods are not to be delivered to FRIOTHERM but are to be delivered to a third party, notification is deemed to have been promptly made if made within two (2) weeks after acceptance of the goods in the case of obvious defects, and within three (3) weeks following their discovery in the case of latent defects. In cases of delay and loss of the notice of defects, timely dispatch of the notice shall be deemed sufficient.
- 6.5 In the case of deliveries consisting of a large number of identical goods, FRIOTHERM shall inspect a reasonable quantity of the delivered goods for defects. If goods become unsaleable as a matter of the investigation, the quantity to be examined shall be reduced to a reasonable extent. If individual samples of a delivery prove to be defective, FRIOTHERM may, at its own option, demand removal of the defective items by the Supplier or assert claims for defects of the entire delivery pursuant to applicable law. If, due to defects of the goods, it becomes necessary to perform an inspection of the goods beyond the usual incoming inspection, the Supplier shall bear the costs of such inspection.
- 6.6 FRIOTHERM's approval of drawings, calculations or other technical documents of the Supplier shall not affect the Supplier's responsibility for defects and its liability for warranties given by it.
- 6.7 In the case of defects of the goods, FRIOTHERM shall be entitled, without prejudice to its legal claims for defects, to demand – at its discretion – either remediation of the defects or the delivery of goods which are free of defects by way of subsequent performance. Subsequent performance shall also include removal of the defective goods and re-installation, if the goods have been installed or attached to another item pursuant to their type and intended use. The Supplier shall bear the costs necessary for the purposes of testing and subsequent performance. This shall also apply if the goods have been taken to a place other than the agreed delivery destination after delivery pursuant to intended use. The Supplier shall bear the costs necessary for the purpose of testing and subsequent performance, even if it is revealed that there is no defect present. FRIOTHERM's liability for damages in the case of an unjustified request for remediation of defects shall remain unaffected thereby; however, FRIOTHERM shall only be liable in this respect if it has acknowledged or, through its gross negligence, has failed to recognise that no defect was present.
- 6.8 If the Supplier fails to meet its obligation to remediate defects within a reasonable time set by FRIOTHERM, FRIOTHERM shall be entitled to remediate the defects itself or have them remediated by a third party at the Supplier's expense and risk and to demand appropriate advance payment from the Supplier unless the Supplier is not responsible for the failure of the contract performance required when the grace period expires. In particular, the setting of a grace period is not required if the Supplier refuses both types of subsequent performance or if the subsequent performance has failed or is unreasonable to FRIOTHERM. FRIOTHERM cannot, in particular, be reasonably expected to accept subsequent performance if FRIOTHERM has already delivered the defective goods to third parties. In addition, the setting of a grace period is not required if the Supplier seriously and finally refuses to perform the contract or if special circumstances are present which justify immediate remediation of the defects, taking into account the Parties' mutual interests. Special circumstances shall be deemed present, in particular, in urgent cases in which subsequent performance by the Supplier is unlikely to eliminate the imminent disadvantage of FRIOTHERM. FRIOTHERM shall inform the Supplier promptly (where possible in advance) regarding the dispensability of setting a grace period and remediation of the defect. FRIOTHERM's further and other claims shall remain unaffected hereby.
- 6.9 Acceptance of the goods as well as processing, payment and re-ordering of goods not yet identified as defective and of returned goods shall not constitute approval of the delivery and shall not result in any waiver of claims for defects by FRIOTHERM.
- 6.10 FRIOTHERM's claims for defects shall become time-barred in 3 years (excepting cases of fraudulent intent), unless the goods have been used for a building pursuant to their usual use and have caused its defectiveness. The limitation period shall commence upon acceptance of the subject matter of the contract by FRIOTHERM (passage of risk).
- 6.11 If the Supplier performs its obligation of subsequent performance by delivery of replacement goods, then the limitation period shall

## General Terms and Conditions of Purchase - Friotherm Deutschland GmbH

- begin anew for the goods delivered as replacements following their acceptance.
- 6.12 Suppliers of goods requiring spare parts shall have a duty to supply FRIOTHERM with the necessary spare parts and accessories as well as tools for a further ten-year period following expiry of the limitations period.
- 7. Product liability**
- 7.1 The Supplier shall indemnify FRIOTHERM and hold it harmless from claims of third parties arising out of domestic or foreign product liability, unless the Supplier is not responsible for the product defect pursuant to product liability law principles. FRIOTHERM's further and other claims shall remain unaffected hereby.
- 7.2 In cases covered by Sec. 7.1, the Supplier shall bear all costs and expenses, including the costs of any legal action. In particular, the Supplier shall also reimburse to FRIOTHERM such expenses as result from or are connected to a warning, exchange or recall action performed by FRIOTHERM. FRIOTHERM shall, so far as is possible and reasonable, inform the Supplier of the substance and scope of the measures to be carried out and shall give it the opportunity to comment. The Supplier shall support FRIOTHERM to the best of its ability in the measures to be undertaken and shall take all reasonable measures ordered by FRIOTHERM.
- 7.3 The Supplier shall procure insurance for itself against all risks arising from product liability, including the risk of recall, in an appropriate amount and shall furnish proof of this to FRIOTHERM upon request by presenting its insurance policy. The Supplier hereby assigns to FRIOTHERM claims under product liability and recall insurance together with all ancillary rights. FRIOTHERM accepts this assignment already now and in advance. Where the insurance contract does not allow an assignment, the Supplier shall instruct the insurer to make any payments only to FRIOTHERM. FRIOTHERM's further and other claims shall remain unaffected hereby. The Supplier shall refrain from taking any action or from any failure to act which might endanger the insurance cover.
- 8. Third party intellectual property rights**
- 8.1 The Supplier hereby warrants that delivery and use of the goods shall not infringe on any patents, licenses or other proprietary rights of third parties. This shall not apply if the goods were developed by FRIOTHERM.
- 8.2 Where claims are made against FRIOTHERM and/or its customers by a third party based on the delivery and use of the goods due to an infringement of such rights, the Supplier shall indemnify FRIOTHERM and/or its customers and hold them harmless from such claims. The duty to indemnify shall include all expenses arising in connection with the claim. In particular, FRIOTHERM is entitled to procure permission to use the products from the third party at the Supplier's expense. The indemnity obligation shall not apply if the Supplier is not responsible for the infringement of third party intellectual property rights.
- 9. Permission by FRIOTHERM to use property items**
- 9.1 FRIOTHERM reserves its proprietary rights in materials, samples, models, drawings, artwork, tools and other items provided to the Supplier for the production of the ordered goods or for other reasons (hereinafter referred to as "**FRIOTHERM Provided Goods**"). The Supplier shall use the FRIOTHERM Provided Goods exclusively for the production of the ordered goods or pursuant to FRIOTHERM's other specifications. The FRIOTHERM Provided Goods may not be made available or accessible to third parties. The Supplier shall return the FRIOTHERM Provided Goods to FRIOTHERM unbidden without delay and at the Supplier's own expense, where provision of the FRIOTHERM Provided Goods is no longer required.
- 9.2 In particular, the Supplier shall not be entitled to pledge the FRIOTHERM Provided Goods, to transfer ownership therein by way of security or to make any other dispositions placing FRIOTHERM's property at risk. In the case of attachments or other interventions by third parties, the Supplier shall promptly inform FRIOTHERM thereof in writing and provide all necessary information, inform the third party of FRIOTHERM's proprietary rights and cooperate in FRIOTHERM's measures to protect its property.
- Where the third party is not in a position to reimburse FRIOTHERM for its judicial and extrajudicial costs in enforcing its property rights, the Supplier shall have a duty to compensate FRIOTHERM for the resulting losses, unless the Supplier is not responsible for the breach.
- 9.3 Where FRIOTHERM Provided Goods are processed or transformed by the Supplier, this shall always be deemed to be done for FRIOTHERM. FRIOTHERM's ownership of the FRIOTHERM Provided Goods shall continue in the processed or transformed item. If the FRIOTHERM Provided Goods are processed or transformed together with other items not belonging to the Supplier, FRIOTHERM shall acquire co-ownership of the new item in the same proportion as the value of the FRIOTHERM Provided Goods bears to the other processed items at the time of processing or transformation. The same shall apply if the FRIOTHERM Provided Goods are commingled or mixed with other items not belonging to the Supplier in such a way that FRIOTHERM loses its full ownership thereof. The Supplier shall safeguard the new items for FRIOTHERM. For the item of property which results from the processing or transformation as well as from commingling or mixing, the same provisions shall apply as for the FRIOTHERM Provided Goods.
- 9.4 The Supplier shall handle and store the FRIOTHERM Provided Goods carefully. It shall insure the FRIOTHERM Provided Goods against fire, water damage and theft at its own expense and for their replacement value. The Supplier hereby assigns to FRIOTHERM all claims for compensation arising from such insurance. FRIOTHERM hereby accepts the assignment. If the insurance contract does not allow assignment, the Supplier hereby instructs the insurer to make any payments only to FRIOTHERM. FRIOTHERM's further and other legal claims shall remain unaffected hereby. Upon request, the Supplier shall prove to FRIOTHERM of the conclusion and existence of the insurance policy. Where the Supplier fails to properly fulfil this obligation pursuant to 9.3, FRIOTHERM shall be entitled, but not obliged, to take out such insurance, at the Supplier's expense.
- 9.5 The Supplier shall carry out the necessary maintenance and inspection work as well as all maintenance and repair work on the FRIOTHERM Provided Goods at its own expense and in good time. It shall notify FRIOTHERM immediately of any damage that may occur.
- 9.6 The Supplier shall compensate FRIOTHERM for losses suffered by FRIOTHERM as a result of the loss, destruction or other damage to the FRIOTHERM Provided Goods, unless the Supplier is not responsible for the loss, destruction or other damage to the FRIOTHERM Provided Goods. The Supplier shall promptly inform FRIOTHERM regarding the loss, destruction or other damage in writing.
- 9.7 Goods which the Supplier manufactures in whole or in part pursuant to FRIOTHERM's specifications or by using the FRIOTHERM Provided Goods may only be used by the Supplier itself or offered, delivered or otherwise made available to third parties with FRIOTHERM's prior written consent. This shall also apply to goods which FRIOTHERM has not accepted from the Supplier for legitimate reasons. In the case of any breach, the Supplier shall pay a contractual penalty in an appropriate amount to FRIOTHERM. FRIOTHERM's further and other claims shall remain unaffected hereby.
- 10. Force majeure**
- 10.1 If FRIOTHERM is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the goods, FRIOTHERM shall be released from its obligation to perform the contract for the duration of the obstacle as well as an appropriate start-up period without any obligation to pay damages to the Supplier. The same shall apply if FRIOTHERM's performance of its obligations is made unreasonably difficult or temporarily impossible as a result of unforeseeable circumstances for which it is not responsible, in particular official measures, lack of energy or significant operational disturbances. The same applies to industrial action affecting FRIOTHERM. FRIOTHERM may refuse to accept the goods if such circumstances constitute an obstacle to their sale due to decreased demand. The foregoing shall also apply if such circumstances occur at a time when FRIOTHERM is in default of acceptance.



## General Terms and Conditions of Purchase - Friotherm Deutschland GmbH

- 10.2 FRIOTHERM is entitled to withdraw from the contract if an obstacle as described in 10.1 hereof lasts for a period greater than two months and performance of the contract is no longer of interest to FRIOTHERM due to such obstacle. Upon the request of the Supplier, FRIOTHERM shall, after expiry of the deadline, state whether FRIOTHERM intends to make use of its right to withdraw or to accept the goods within a reasonable time.
- 11. Liability of FRIOTHERM**
- 11.1 FRIOTHERM has unlimited liability for losses resulting from a breach of warranty or injury to life, limb or health. The same shall apply in the case of wilful acts and gross negligence or if FRIOTHERM has assumed a procurement risk. FRIOTHERM shall only be liable for slight negligence if it has breached essential obligations of the contract, which result from the nature of the contract and which are of special importance to the achievement of the purpose thereof. In the case of a breach of such obligations, delay and impossibility of performance, FRIOTHERM's liability shall be limited to such damages as are typically to be expected within the scope of the contract. FRIOTHERM's mandatory legal liability for product defects shall remain unaffected hereby.
- 11.2 To the extent that FRIOTHERM's liability is disclaimed or limited, this shall also apply to the personal liability of FRIOTHERM's employees, workers, staff members, representatives and vicarious agents.
- 12. Confidentiality**
- 12.1 The Supplier shall preserve confidentiality for an unlimited period with respect to all information disclosed to it via FRIOTHERM and which is designated as confidential or which is recognisable as constituting business or trade secrets based on other circumstances, and shall not record, disclose or exploit such information unless required for delivery to FRIOTHERM. The Supplier shall ensure, by means of appropriate contractual agreements with its employees and agents, that they, too, shall refrain from any exploitation, disclosure or unauthorised recording of such business and trade secrets, at least for the duration of the Parties' business relationship.
- 12.2 This duty of confidentiality shall not apply if the information is proven to be already known to the Supplier before the contractual relationship was entered into or was already generally known or generally accessible before the contractual relationship was entered into or becomes generally known or accessible through no fault of the Supplier. The Supplier shall bear the burden of proof thereof.
- 13. Cross-border deliveries, export control and customs**
- 13.1 In the case of cross-border deliveries, the Supplier shall, at its own expense and in good time, submit to the competent authorities all declarations and actions necessary for export from the country from which the goods are being exported to the Federal Republic of Germany, and for importation into the Federal Republic of Germany, which, in particular, shall include procurement of the documents required for customs clearance and for satisfaction of the requirements under any export controls and other marketability restrictions.
- 13.2 The Supplier hereby warrants that the goods shall comply with the preferential rules of origin within the European Community. The Supplier shall furnish FRIOTHERM with a valid long-term supplier's declaration for the goods prior to the first delivery thereof, pursuant to the respective valid EU regulation. The Supplier shall inform FRIOTHERM immediately and unbidden in writing if the information in the supplier's declaration is no longer applicable to the goods.
- 13.3 The Supplier shall have a duty to inform FRIOTHERM in its business documentation regarding any licensing requirements for any (re-)exports of its goods under German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. To this end, the Supplier shall furnish the following information, at least in its offers, order confirmations and invoices for the relevant goods items:
- the export list number pursuant to the AL on the German Foreign Trade and Payments Regulation or comparable listed items under relevant export lists,
  - for US goods, the ECCN (Export Control Classification Number),
  - the commercial origin and the components of its goods, including technology and software,
  - information as to whether the goods were transported through the United States, manufactured or stored in the USA, or manufactured using US technology,
  - the statistical goods number (HS code) for its goods, and
  - a contact person within its company to resolve any queries from us.
- Upon request of FRIOTHERM, the Supplier shall have a duty to inform FRIOTHERM in writing regarding all further foreign trade data concerning its goods and their components and to inform FRIOTHERM in writing promptly (prior to delivery of relevant goods affected thereby) as to all changes to the above data.
- 14. Data protection**
- 14.1 The Supplier shall have a duty to comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in performing the business relationship and deliveries, and shall impose compliance with these provisions on its employees.
- 14.2 The Supplier shall process the personal data received (names and contact details of the respective contact persons) exclusively for the purpose of carrying out the business relationship and fulfilling orders and shall protect such data by means of security measures (Art. 32 GDPR), which are adapted to the current state of the art. The Supplier shall erase the personal data as soon as their processing is no longer necessary. The foregoing is without prejudice to any statutory storage obligations.
- 15. Social responsibility and environmental protection**
- The Supplier undertakes to comply with the respective regulations for dealing with employees, environmental protection and occupational health and safety and shall work to reduce the impacts of its activities on persons and the environment.
- 16. Applicable law and jurisdictional clause**
- 16.1. The legal relations between the Supplier and FRIOTHERM shall be governed by the law of the Federal Republic of Germany, excluding application of the provisions of international private law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 Exclusive jurisdiction and venue for all domestic business relations with all merchants and legal entities under public law shall be vested in the courts at the place of FRIOTHERM's registered office. FRIOTHERM shall also be entitled to initiate legal actions in the courts of the Supplier's registered office as well as in any other admissible forum.
- 17. Miscellaneous**
- 17.1 The Supplier shall only be entitled to delegate rights and obligations to third parties or to cause any order or essential portions of an order to be executed by third parties with FRIOTHERM's prior written consent.
- 17.2 Counterclaims of the Supplier shall only entitle it to exercise a right of set-off if they are adjudicated by *res judicata* judgement or undisputed. The Supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship.
- 17.3 The language of the contract is English. Nevertheless, terms and formulations are to be interpreted in such a way that they correspond to the German equivalent and/or the understanding under German law. If a contract is concluded bilingually in German and in English, the German text of the contract takes precedence. If these GTCs or a contract contains German parts, in particular individual German terms or formulations, these take precedence over the respective English version.
- 17.4 The place of performance for all services of the Supplier and FRIOTHERM is (unless otherwise agreed) the registered office of FRIOTHERM.