

**General Terms and Conditions of Purchase  
of the LEIBER Poland GmbH  
(Updated November 2020)**

**1. Scope**

- 1.1. These General Terms and Conditions of Purchase shall only apply to entrepreneurs in the exercise of their commercial or self-employed professional activities and to legal entities under public law. They shall apply to all business transactions between the LEIBER Poland GmbH (hereinafter referred to as "LEIBER") and the supplier, even if they are not mentioned in subsequent contracts. They shall apply mutatis mutandis to work and services. Instead of the acceptance of the supplied products, the acceptance for work occurs once it is approved and for services once the service is received.
- 1.2. Contradictory or additional conditions of the supplier or those that deviate from these General Terms and Conditions of Purchase shall not become part of the contract, unless LEIBER has agreed to their validity in writing. These General Terms and Conditions of Purchase shall also apply if LEIBER accepts a delivery by the supplier without reservation in the knowledge of its contradictory, additional or deviating conditions.
- 1.3. Contradictory or additional agreements or those that deviate from these General Terms and Conditions of Purchase that are made between LEIBER and the supplier for the execution of the contract must be recorded in writing. This shall also apply to the cancellation of this written form requirement.
- 1.4. Rights which LEIBER is entitled to in accordance with statutory regulations or other agreements beyond these General Terms and Conditions of Purchase shall remain unaffected.

**2. Conclusion of contract and contractual changes,  
implementation of contract**

- 2.1. Offers, drafts, plans, cost estimates, specimens and samples from the supplier are free of charge for LEIBER. At LEIBER's request, the supplier shall take them back immediately and at its own expense.
- 2.2. An order shall only become binding once it has been issued in writing by LEIBER or, in the case of a verbal order, has been duly confirmed in writing by the supplier. An order created using an automatic system that does not bear a signature and name shall be deemed to constitute written form. Insofar as the order contains obvious mistakes, typographical or calculation errors, it is not binding for LEIBER.
- 2.3. The supplier must immediately, at the latest three (3) days after receipt of the order, send a written order confirmation as a PDF file to the e-mail address [einkauf.lp@leiber.com](mailto:einkauf.lp@leiber.com), in which the price and delivery time are expressly stated. Deviations in the order confirmation from the order shall only be deemed to have been agreed upon once they have been confirmed in writing by LEIBER. The same shall apply mutatis mutandis to subsequent contractual changes.
- 2.4. Order confirmations, dispatch notes, consignment notes, delivery notes, invoices and other letters from the supplier must contain the order data, in particular the order number, order date and supplier number.
- 2.5. LEIBER's silence on offers, invitations or other declarations by the supplier shall only be deemed to be an agreement if this has been agreed in writing beforehand.
- 2.6. If it becomes apparent during the execution of a contract that deviations from the originally agreed specification are necessary or expedient, the supplier shall immediately

inform LEIBER in writing and submit proposals for changes. LEIBER shall inform the supplier whether and which changes the supplier has to make to the original order. LEIBER is entitled to change the order at any time, in particular with regard to the composition of the products. In such cases, the supplier shall be granted a reasonable period of time for the necessary production changes. If these changes result in a change to the costs incurred by the supplier through the execution of the contract, the contracting parties shall negotiate a corresponding adjustment to the price. If no agreement regarding a price adjustment is reached within eight weeks after written request for negotiation, LEIBER is entitled to terminate the contract without notice.

- 2.7. LEIBER reserves all property rights, copyrights and other protective rights to all documents. Such documents may only be used for production purposes on the basis of LEIBER's order and may not be made available to third parties without LEIBER's prior written consent. Upon LEIBER's request, the supplier shall immediately hand over all documents to LEIBER if they are no longer required in the ordinary course of business. Electronically transmitted information such as emails or construction files shall be deleted by the contractor. The same applies in particular to all drafts, specimens, samples and models of LEIBER.
- 2.8. The supplier must inform LEIBER in writing before conclusion of the contract if the ordered products are subject to export control or other restrictions on marketability in accordance with the regulations applicable in the Federal Republic of Germany. In the event of improper information, in particular non-information or incorrect, incomplete or untimely information, LEIBER shall be entitled to withdraw from the contract after the expiry of a reasonable period of time set by LEIBER and without regard to the supplier's fault. The same applies if the products are subject to export control or other restrictions on marketability. Further claims of LEIBER shall remain unaffected.
- 2.9. If the supplier's financial circumstances deteriorate significantly or if the substantiated application to open insolvency proceedings or similar proceedings concerning the supplier's assets is rejected due to a lack of assets, LEIBER shall be entitled to withdraw from the contract in whole or in part.

### **3. Packaging, shipping and transport, delivery and acquisition of ownership**

- 3.1. The supplier must observe LEIBER's specifications for the dispatch of products, in particular the applicable transport, packaging and delivery regulations. Shipping is subject to LEIBER's applicable General Shipping Regulations, which can be viewed at [www.LEIBER.com](http://www.LEIBER.com). The delivery shall be made in packaging appropriate to the type of products. In particular, the products must be packed in such a way that damage during transport is avoided. Packaging materials shall only be used to the extent necessary for this purpose. The supplier shall label the packaging in particular with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the order data, in particular the order number, order date and supplier number.
- 3.2. All deliveries shall be accompanied by a delivery note with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the order data, in particular the order number, order date and supplier number.
- 3.3. The supplier must additionally observe the Ordinance on Hazardous Substances (GefStoffV) when delivering the products and in particular package and label the products concerned accordingly and expressly refer to hazardous substances in the delivery note.
- 3.4. The supplier is obliged to take out transport insurance and, at LEIBER's request, to provide evidence of this immediately by submitting suitable documents.

- 3.5. Deliveries can only be made on working days during normal business hours from Monday to Thursday from 07:00 a.m. to 03:30 p.m. and on Fridays from 07:00 a.m. to 01:00 p.m.. The supplier shall indemnify LEIBER against all claims asserted by third parties for deliveries outside these hours, unless the supplier is not responsible for the delivery being made outside of normal business hours.
- 3.6. The products shall become property of LEIBER immediately and without encumbrance upon delivery. The supplier shall ensure that he is authorised to resell and transfer ownership.

#### **4. Delivery time**

- 4.1. The delivery periods and deadlines stated in the order or otherwise agreed upon are binding. The delivery periods shall commence upon receipt of the order. The products must be received at the delivery address indicated by LEIBER within the delivery period or on the agreed delivery date.
- 4.2. If it becomes apparent to the supplier that the delivery period cannot be met, he shall immediately notify LEIBER in writing, stating the reasons and the expected duration of the delay.
- 4.3. In the event of a delay by the supplier, LEIBER shall be entitled to demand a contractual penalty of 0.5% of the net order value for each started week of the delay, but no more than 5% of the net order value, unless the supplier is not responsible for the delay in delivery. LEIBER must claim the contractual penalty at the latest with the final payment. Cases of force majeure are excluded. Further claims by LEIBER shall remain unaffected, taking into account the contractual penalty for any claims for damages. LEIBER's delivery claim shall only be excluded if, at LEIBER's request, the supplier pays damages instead of delivery. Acceptance of the delayed delivery does not constitute a waiver of claims for damages or the contractual penalty.
- 4.4. Delivery prior to the agreed delivery date shall only be permissible with LEIBER's prior written consent. LEIBER is entitled to store prematurely delivered products at the supplier's expense or to return them at the supplier's expense without prior written consent, unless the premature delivery is negligible or the supplier is not responsible for the premature delivery.

#### **5. Prices and payment**

- 5.1. The price stated in the order is binding. Unless otherwise agreed in writing, the price is understood to be "free at place of use" and includes in particular the costs for packaging, shipping (including shipping equipment), transport and insurance up to the delivery address indicated by LEIBER as well as customs duties and other public charges. The statutory value added tax is included in the price, unless it is expressly designated as a net price. Insofar as the shipping and transport costs are not included in the price in individual cases and the assumption of the shipping and transport costs by LEIBER is agreed in writing, this only applies to the costs for the cheapest shipping and transport method, even if faster transport should be necessary to comply with the agreed delivery times and deadlines.
- 5.2. If a VAT-exempt delivery is considered, the supplier shall provide the necessary evidence to the extent that the evidence can be attributed to its area of responsibility. In the case of deliveries within the European Union, the supplier must provide its VAT identification number in writing without being requested to do so, provide evidence of its corporate status and assist in the production of vouchers and books for the purpose of providing evidence of exportation.
- 5.3. LEIBER shall receive a single copy of the supplier's invoice. It must not be enclosed with the delivery, but must be sent separately as a PDF file to the e-mail address [finanse.lp@leiber.com](mailto:finanse.lp@leiber.com). Invoices without an order number, order date or supplier number are not considered received due to lack of processing possibilities.

- 5.4. Payment shall be made after acceptance of the products and receipt of the invoice within 14 days with a 3% discount, within 21 days with a 2% discount or within 30 days net. Payments shall only be made to the supplier and subject to invoice verification. LEIBER is entitled to make the payment by bank transfer. In the event of defective delivery, LEIBER shall be entitled to withhold payment until proper performance without loss of rebates, discounts or similar price reductions. In this respect, the payment period shall commence after the defects have been completely remedied. In the case of premature delivery of the products, the payment period shall commence at the earliest upon expiry of the delivery period or the agreed delivery deadline. Insofar as the supplier is required to provide material tests, test protocols, quality documents or other documents, acceptance of the products shall only initiate the payment period once LEIBER also submits the required documents.

## **6. Transfer of risk**

- 6.1. The supplier shall bear the risk of accidental loss and accidental deterioration of the products until they are handed over to LEIBER.
- 6.2. If the supplier is obliged to install or assemble the products at the LEIBER plant, the risk of accidental loss and accidental deterioration of the products shall only pass to LEIBER once the products are installed or assembled. This shall also apply if LEIBER has assumed certain services, such as transport costs.

## **7. Auxiliaries**

- 7.1. If LEIBER provides auxiliary goods to the supplier, the supplier shall be obliged to collect the auxiliary goods from LEIBER at its own expense and risk.
- 7.2. The supplier shall not be entitled to pawn the auxiliary goods, to assign them as security or to make any other dispositions that endanger LEIBER's ownership. In the event of seizures or other interventions by third parties, the supplier shall immediately notify LEIBER in writing and provide LEIBER with all necessary information, inform the third party about LEIBER's property rights and cooperate with LEIBER's measures to protect the auxiliary goods. Insofar as the third party is not in a position to reimburse LEIBER for the judicial and extrajudicial costs incurred by enforcing LEIBER's property rights, the supplier shall be obliged to compensate LEIBER for the resulting loss, unless the supplier is not responsible for the breach of duty.
- 7.3. The supplier is obliged to handle and store the auxiliary goods with care. Upon receipt of the auxiliary goods at the contractor's premises, the goods shall be marked as LEIBER's property. The supplier must insure the auxiliary goods against fire, water and theft damage at replacement value at its own expense. The supplier hereby assigns all claims for compensation arising from this insurance to LEIBER. LEIBER hereby accepts the assignment. Insofar as the insurance contract does not permit assignment, the supplier hereby instructs the insurer to make any payments to LEIBER only. Further legal claims of LEIBER shall remain unaffected by this. Upon request, the supplier shall provide LEIBER with evidence of the conclusion and existence of insurance policies. If the supplier fails to properly fulfil its obligation under clauses 2 to 4, LEIBER shall be entitled, but not obliged, to take out appropriate insurance at the supplier's expense.
- 7.4. In the event of processing or remodelling of the auxiliary goods by the supplier, this is always performed for LEIBER. LEIBER's ownership of the auxiliary goods shall continue in respect of the processed or remodelled item. If the auxiliary goods are processed or remodelled using other items not belonging to the supplier, LEIBER shall acquire co-ownership of the new item in the ratio of the value of the auxiliary goods to the other processed items at the time of processing or remodelling. The same applies if the auxiliary goods are combined or mixed with other items not belonging to the supplier in

such a way that LEIBER loses its full ownership. The supplier shall safely store the new items for LEIBER. In all other respects, the same provisions shall apply to the item resulting from processing or remodelling as well as combining or mixing as to the auxiliary goods.

- 7.5. Upon LEIBER's request, the supplier shall draw up inventory lists of the auxiliary goods provided by the supplier.
- 7.6. The supplier may use the auxiliary goods exclusively for the manufacture and delivery of the ordered products or in accordance with LEIBER's other specifications.
- 7.7. The supplier may only use or offer, deliver or otherwise make available to third parties products that the supplier manufactures wholly or partly in accordance with LEIBER's specifications or using the auxiliary goods provided by LEIBER subject to the prior written consent of LEIBER. This also applies to products which LEIBER has justifiably not accepted. In the event of non-compliance, the supplier shall pay LEIBER a contractual penalty equal to the value of the products in question plus 10% of the net value, unless the supplier is not responsible for the non-compliance. Further claims of LEIBER shall remain unaffected.
- 7.8. The supplier shall be obliged to compensate LEIBER for damage suffered by LEIBER as a result of the loss, destruction or other damage to the auxiliary goods, unless the supplier is not responsible for the loss, destruction or other damage to the auxiliary goods. The supplier shall immediately notify LEIBER in writing of any loss, destruction or other damage.
- 7.9. The supplier is obliged to immediately return the auxiliary goods to LEIBER upon termination of the contract. The same shall apply mutatis mutandis insofar as the provision of the auxiliary goods is no longer necessary. Return transport to LEIBER shall be at the expense and risk of the supplier. The supplier shall be obliged to compensate LEIBER for wear and tear or other deterioration of the auxiliary goods that exceed natural wear and tear, unless the supplier is not responsible for such wear and tear or other deterioration.

## **8. Warranty, claims for defects and guarantees**

- 8.1. The supplier shall ensure that the delivered products comply with the agreed specifications, approved samples, relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations as well as relevant DIN standards.
- 8.2. In particular, the supplier shall ensure that the delivered products comply with Regulation (EC) No. 1907/2006 (REACH). The supplier shall comply with all notification, approval, registration and approval obligations under this regulation. If, as a result of improper fulfilment of obligations by the supplier, LEIBER remains subject to obligations, the supplier shall release LEIBER from the costs incurred for this upon first request, unless the supplier is not responsible for the improper fulfilment of obligations. The supplier is obliged to fulfil the labelling and information obligations applicable to the delivered products in a proper, complete and timely manner without any further request. In addition, the supplier shall provide LEIBER with the safety data sheets before the first delivery in accordance with Regulation (EC) No. 1907/2006 (REACH) without being requested to do so. This information is an essential condition of the purchased item. In addition, the supplier shall ensure that the provisions of Directive 2011/65/EU on the Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS) and Directive 2012/19/EU on Waste from Electrical and Electronic Equipment (WEEE) as well as the provisions of national implementation, in particular the Regulation on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (ElektrostoffV) and the Act on Electrical and Electronic Equipment (ElektroG) will be complied with. Prior to the first delivery, the supplier shall declare RoHS conformity of

the contract products to LEIBER in writing, mark the packaging of the products accordingly and confirm the RoHS conformity in the delivery note with the remark "RoHS-compliant".

- 8.3. The supplier shall ensure that no conflict minerals, i.e. minerals suspected of being used to finance armed groups or conflicts, in particular tin, tantalum, tungsten and its derivatives as well as gold from the Democratic Republic of Congo (DRC) or its neighbouring countries, have been used in the manufacture of the delivered products. The supplier shall ensure the use of conflict-free minerals by only using minerals from verifiably certified smelters and by only procuring products from its suppliers that have been demonstrated as not containing any conflict minerals. Upon LEIBER's request, the supplier shall immediately verify by means of suitable documents that the products to be delivered only contain conflict-free minerals, i.e. in particular minerals from certified smelters.
- 8.4. Upon LEIBER's request, the supplier shall be obliged to immediately make a written declaration about compliance with the requirements specified in this regulation. The supplier shall, at first request, indemnify LEIBER against all claims of third parties that are asserted against LEIBER or its customers due to breach of the aforementioned warranties, unless the supplier is not responsible for the breach of warranty. LEIBER shall be informed immediately in writing about any objections the supplier may have against the execution of the order requested by LEIBER.
- 8.5. Upon LEIBER's request, the supplier shall be obliged to immediately make a written declaration about compliance with the requirements specified in this regulation. The supplier shall ensure that the products have been tested in accordance with the specifications of the applicable EC directives and EC safety standards and that only tested versions are supplied. The supplier must hand over the legally binding signed declaration of conformity (CE declaration) and a certificate of origin for the products to LEIBER before the first delivery. Without being requested to do so, the supplier must immediately inform LEIBER in writing if the information in the declaration of conformity or the certificate of origin no longer apply to the products.
- 8.6. LEIBER shall notify the supplier of any visible defects immediately after delivery of the products and of any hidden defects immediately after their discovery. Notification shall be deemed to be immediate if, in the case of identifiable defects, it is made within two weeks after delivery and, in the case of hidden defects, within two weeks after their discovery. In case of deliveries consisting of a large number of identical products, LEIBER shall inspect a reasonable quantity of the delivered products for defects. Insofar as the products become unsellable as a result of the inspection, the quantity to be examined is reduced by a reasonable amount. If individual samples of a delivery are defective, LEIBER may, at its own discretion, demand that the defective items be sorted out by the supplier or assert claims for defects on account of the entire delivery in accordance with the law. Insofar as defects with products necessitate an inspection of the products beyond the usual extent of incoming goods inspections, the supplier shall bear the costs of this inspection. In the event of a delay in the notification or the notification being lost, sending the notification is sufficient.
- 8.7. If LEIBER and the supplier are in an ongoing supply relationship, the supplier is obliged to maintain a suitable quality management system and to manufacture and test the products to be delivered in accordance with this quality management system. If the supplier purchases production or test equipment, software, services, material or other preliminary deliveries from suppliers for the manufacture or quality assurance of the products to be delivered, the supplier shall include this condition contractually in its quality management system or shall ensure the quality of the preliminary deliveries itself. In particular, the supplier shall carry out its own material tests. The supplier shall keep records of the implementation of the quality assurance measures and keep these records and any samples of the products to be delivered in a clearly arranged manner. The supplier shall provide LEIBER with the necessary access, explain the records and

provide copies of the recordings and any samples to LEIBER. LEIBER will check immediately after acceptance of the products, as far as this is feasible in the ordinary course of business, whether they correspond to the ordered quantity and the ordered type and whether there is externally visible transport damage. If a defect becomes apparent during these inspections or later, LEIBER must notify the supplier of this within two weeks after the inspection or discovery. There is no further incoming goods inspection.

- 8.8. Insofar as the delivered products are not marketable due to defects in accordance with the relevant legal provisions or LEIBER is obliged to dispose of them properly, LEIBER is entitled to dispose of them at the supplier's expense, unless the supplier is not responsible for the defects.
- 8.9. In the event of defects with the products, LEIBER shall be entitled, without prejudice to the statutory claims for defects, to demand immediate remedy of the defects or delivery of defect-free products by the supplier at its own discretion as subsequent performance. The supplier shall bear the expenses necessary for the purpose of subsequent performance. This shall also apply if, in accordance with their intended use after delivery, the products have been shipped to a location other than the delivery address indicated by LEIBER. If the supplier fails to comply with its obligation to remedy the defect within a reasonable period of time set by LEIBER, LEIBER shall be entitled to take the necessary measures at the expense and risk of the supplier itself or to have them taken by a third party, unless the supplier is not responsible for the non-performance of the owed service at the end of the period of grace. In particular, the setting of a deadline shall be superfluous if the supplier refuses both types of subsequent performance or if the subsequent performance fails or is unreasonable for LEIBER. The subsequent performance shall be considered unreasonable for LEIBER in particular if LEIBER has already delivered the defective products to third parties. In addition, the setting of a deadline shall be superfluous if the supplier seriously and definitively refuses performance or if there are special circumstances which justify the immediate assertion of a claim for defects by weighing the interests of both parties. In particular, special circumstances exist in urgent cases in which subsequent performance by the supplier is not likely to eliminate LEIBER's imminent disadvantage. In the event of dispensing with setting a deadline, LEIBER shall be entitled to take the necessary measures at the supplier's expense and risk, even without the unsuccessful expiry of a reasonable period of grace, provided that LEIBER notifies the supplier of this. Further claims of LEIBER shall remain unaffected.
- 8.10. Acceptance of the products as well as processing, payment and reordering of products that have not yet been identified and notified as defective shall not constitute approval of the delivery and shall not constitute a waiver of claims for defects by LEIBER.
- 8.11. The period of limitation for LEIBER's claims for defects shall be 36 months starting with the delivery of the products. This shall not apply if the supplier has fraudulently concealed the defect. Insofar as the defective products have been used in accordance with their normal use for a structure and have caused its defectiveness or if there is a defect in a structure, the limitation period shall be five years. For defects notified by LEIBER within the limitation period, claims for defects shall become statute-barred no earlier than six months after the complaint has been made.
- 8.12. Suppliers of products with spare parts requirements are obliged to supply LEIBER with the necessary spare parts and accessories as well as tools at the previous prices, plus compensation for currency devaluation, for a further period of fifteen (15) years after expiry of the limitation period.
- 8.13. The statutory provisions governing the purchase of consumer goods at the end of the supply chain shall remain unaffected.
- 8.14. Further warranties of the supplier shall remain unaffected.

## 9. Product liability

- 9.1. The supplier is obliged to indemnify LEIBER against claims of third parties from domestic and foreign product liability, unless the supplier is not responsible for the product defect according to product liability law principles. Further claims of LEIBER shall remain unaffected.
- 9.2. Within the scope of this indemnification obligation, the supplier shall in particular also reimburse LEIBER for any expenses arising from or in connection with a warning, exchange or recall campaign carried out by LEIBER. LEIBER shall inform the supplier about the content and scope of the measures to be carried out as far as possible and reasonable, and shall give the supplier the opportunity to comment. The supplier shall support LEIBER to the best of its ability with the measures to be carried out and shall take all reasonable measures prescribed by LEIBER.
- 9.3. The supplier is obliged to take out and maintain extended product liability and recall insurance with worldwide coverage and an appropriate level of cover for the products of at least € 3 million per personal damage claim for each individual person and at least € 5 million per property damage claim. The supplier hereby assigns to LEIBER the claims arising from the extended product liability and recall insurance with all auxiliary rights. LEIBER hereby accepts this assignment. Insofar as the insurance contract does not permit assignment, the supplier hereby instructs the insurer to make any payments to LEIBER only. Further claims of LEIBER shall remain unaffected by this. Upon request, the supplier shall provide LEIBER with evidence of the conclusion and existence of extended product liability and recall insurance policies. The supplier shall refrain from any action or omission which could endanger the insurance cover.
- 9.4. If the supplier fails to fulfil its obligation under paragraph 3, LEIBER shall be entitled, but not obliged, to take out extended product liability and recall insurance at the supplier's expense.

## 10. Third-party property rights

- 10.1. The supplier shall ensure that the delivery and use of the products does not infringe any domestic or foreign patents, registered designs, licences or other property rights and copyrights of third parties. This does not apply if the products have been developed by LEIBER.
- 10.2. If claims are asserted by a third party against LEIBER or its customers due to the delivery and use of the products on account of any infringement of such rights, the supplier is obliged to indemnify LEIBER from these claims. The indemnity obligation relates to all expenses incurred by LEIBER in connection with the claim. In particular, LEIBER shall be entitled to obtain permission for the use of the products from the third party at the supplier's expense. The indemnity obligation does not apply if the supplier is not responsible for the infringement of the property rights of third parties.



## **11. Force majeure**

- 11.1. Insofar as LEIBER is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the products, LEIBER shall be released from its performance obligation for the duration of the impediment and for an appropriate start-up period without being obliged to pay damages to the supplier. The same shall apply if the fulfillment of its obligations becomes unacceptably difficult or temporarily impossible for LEIBER due to unforeseeable circumstances for which LEIBER is not responsible, in particular due to industrial action, official measures, lack of energy or essential operational disturbances. This also applies if such circumstances occur at a time when LEIBER is in default of acceptance.
- 11.2. LEIBER is entitled to withdraw from the contract if such an obstacle lasts for more than four months and LEIBER is no longer interested in the fulfilment of the contract due to the obstacle. Upon the supplier's request, LEIBER shall declare after expiry of the deadline whether it will make use of its right of withdrawal or accept the products within a reasonable period of time.

## **12. LEIBER's liability**

- 12.1. LEIBER shall be liable without limitation for damages resulting from the violation of a guarantee or from injury to life, limb or health. The same applies to intent and gross negligence or if LEIBER has assumed a procurement risk. LEIBER shall only be liable for slight negligence if essential obligations resulting from the nature of the contract and which are of particular importance for achieving the purpose of the contract are violated. In the event of breach of such obligations, delay, and impossibility, LEIBER's liability shall be limited to such damage whose occurrence must typically be expected within the framework of the contract. Mandatory statutory liability for product defects shall remain unaffected.
- 12.2. Insofar as LEIBER's liability is excluded or limited, this shall also apply to the personal liability of LEIBER's employees, workers, staff, representatives and vicarious agents.

## **13. Confidentiality**

- 13.1. The parties shall be obliged to keep confidential all information that becomes accessible to them and is designated as confidential or is identifiable under other circumstances as business or trade secrets for a period of five years from delivery, and not to record, pass on or exploit it, unless required for the business relationship.
- 13.2. The confidentiality obligation shall not apply if the information is demonstrably already known to the receiving party prior to the commencement of the contractual relationship or if it was generally known or generally accessible before the commencement of the contractual relationship or if it becomes generally known or accessible through no fault of the receiving party. The burden of proof shall be borne by the receiving party.
- 13.3. The parties shall, by means of appropriate contractual agreements with the employees and agents acting on their behalf, in particular their freelancers and the subcontractors and service providers acting on their behalf, ensure that they also refrain from any personal exploitation, disclosure or unauthorised recording of such business and trade secrets for a period of five years from delivery.

## 14. Final provisions

- 14.1. The supplier shall only be entitled to transfer rights and obligations to third parties or to have an order or essential parts of an order carried out by third parties with the prior written consent of LEIBER.
- 14.2. The supplier's counterclaims shall only entitle it to compensation if they are legally binding or undisputed. The supplier can only assert a right of retention if its counterclaim is based on the same contractual relationship.
- 14.3. Subcontractors of the supplier are regarded as its vicarious agents. LEIBER must be informed about the subcontractors in writing immediately upon request.
- 14.4. The supplier's legal relations with LEIBER shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.5. The exclusive place of jurisdiction for all disputes arising from the business relationship between the supplier and LEIBER shall be the registered office of LEIBER. LEIBER shall also be entitled to institute legal proceedings at the supplier's registered office and at any other admissible place of jurisdiction. Arbitration clauses are contradicted.
- 14.6. The place of performance for the supplier's delivery and subsequent performance obligations shall be the delivery address indicated by LEIBER. In all other respects, the place of performance for all services provided by the supplier and LEIBER shall be LEIBER's registered office, unless otherwise agreed in writing.
- 14.7. The language of the contract is German.
- 14.8. If any provision of these General Terms and Conditions of Purchase is or becomes ineffective or unenforceable in whole or in part, or if there is a loophole in these General Terms and Conditions of Purchase, this shall not affect the validity of the remaining provisions. In place of the ineffective or unenforceable provision, the effective or enforceable provision that comes closest to the purpose of the ineffective or unenforceable provision shall be deemed to have been agreed upon. In the event of a loophole, the provision that corresponds to what would have been agreed upon in accordance with the purpose of these General Terms and Conditions of Purchase shall be deemed to have been agreed if the contracting parties had considered the matter from the outset.