

General Terms and Conditions of Purchase

of the PORAVER group (valid from 14.06.2024)

1. General, Application
 - 1.1 These General Terms and Conditions of Purchase ("GTC") apply to all business relationships between PORAVER GmbH, PORAVER Besitz GmbH, PORAVER Service GmbH & Co. KG, PORAVER Forschungs GmbH ("PORAVER") and their respective business partners who deliver goods and provide services to PORAVER ("SUPPLIER"). The GTC apply in particular to contracts for the sale and/or delivery of movable goods, without regard to whether the SUPPLIER manufactures the products itself or purchases them itself from suppliers.
 - 1.2 These GTC only apply to SUPPLIER who are entrepreneurs within the meaning of Sec. 14 BGB (German Civil Code), legal entities under public law or special funds under public law.
 - 1.3 The GTC in their respective version also apply as a framework agreement for future contracts with the SUPPLIER without PORAVER having to refer to them again in each individual case; the current version of the GTC can be found at www.poraver.com/agb/.
 - 1.4 These GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the SUPPLIER become part of the contract only if and to the extent that PORAVER has expressly accepted their application. This requirement of consent applies in any case, for example, even if PORAVER performs without reservation in knowledge of the SUPPLIER's GTC.
 - 1.5 To clarify, PORAVER points out that individual agreements with the SUPPLIER take precedence over these GTC. Subject to proof to the contrary, a written contract or PORAVER's written confirmation is decisive for the content of such agreements.
 - 1.6 Legally relevant declarations and notifications by the SUPPLIER with regard to the contract (e.g. setting of deadlines, notification of defects, revocation or reduction of price) is to be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further verification, in particular in the case of doubts about the legitimacy of the person making the declaration, remain unaffected.
 - 1.7 References to the applicability of statutory provisions only have clarifying significance. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these GTC.
2. Conclusion of Contract
 - 2.1 An order placed by PORAVER is considered binding at the earliest upon written submission or confirmation. Deliveries for which no written orders have been received will not be accepted. The SUPPLIER has to inform PORAVER of obvious errors (e.g. spelling mistakes and miscalculations) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract is deemed not to have been concluded.
 - 2.2 The SUPPLIER is required to confirm PORAVER's order in writing within a period of two weeks by sending an order confirmation. If PORAVER has not received an order confirmation within this period, PORAVER is entitled to cancel the order. If the SUPPLIER issues an order confirmation after the expiry of the two-week period, this constitutes a new offer by the SUPPLIER and shall require acceptance by PORAVER.
 - 2.3 Insofar as the SUPPLIER provides drafts, computations, calculations, project models etc., this has to be done free of charge and without any further obligation for PORAVER.
3. Delivery Time and Default in Delivery
 - 3.1 The delivery time stated in the order is binding. The SUPPLIER is obliged to inform PORAVER in writing without delay if circumstances arise or become apparent to him indicating that the quantity to be delivered and/or the delivery dates cannot be met.
 - 3.2 If the SUPPLIER does not perform or does not perform within the agreed delivery time, or if he is in default, PORAVER's rights - in particular the right to revoke the contract and to claim damages - are determined by the statutory provisions, unless otherwise stipulated below in these GTC. The SUPPLIER is not entitled to make his performance subject to the reservation of self-supply. The provisions of clause 3.3 remain unaffected.
 - 3.3 Furthermore, in the event of a delay in delivery by the SUPPLIER, PORAVER is entitled - in addition to further statutory claims (if applicable, due to covering purchase, machine conversion, downtimes, etc.) - to demand lump-sum compensation for its damages caused by the delay in the amount of 0,25% of the net price per calendar day of the delay, but in total not more than 5% of the net price of the goods delivered late. PORAVER reserves the right to prove that a higher damage has occurred. The SUPPLIER retains the right to prove that no damage at all has been incurred or that the damage is significantly less.
4. Delivery, Transfer of Risk, Default of Acceptance, Performance
 - 4.1 Unless otherwise expressly agreed in writing between PORAVER and the SUPPLIER, deliveries and performances are made DAP (Incoterms 2020) at PORAVER's locations in Schlüsselfeld (Germany), Postbauer-Heng (Germany) or another place of delivery named by PORAVER. The transfer of risk takes place when the goods are delivered at the place of delivery. If acceptance has been agreed, this is decisive for the passing of risk.
 - 4.2 Without PORAVER's prior written consent, the supplier is not entitled to have the service owed by him performed by third parties (e.g. subcontractors). The supplier bears the procurement risk for its services, unless otherwise agreed in individual cases.
 - 4.3 Orders are to be delivered as a whole, unless PORAVER agrees to partial deliveries in individual cases. No advance deliveries may be made unless expressly agreed. PORAVER is entitled to return early deliveries or partial deliveries at the SUPPLIER's expense and risk or to store them in a forwarding warehouse at the SUPPLIER's expense. The SUPPLIER will be invoiced for the personnel costs incurred.
 - 4.4 Deliveries have to be accompanied by delivery notes (two copies) stating the date (date of issue and date of dispatch), the content of the delivery (article number, description and quantity) and PORAVER's order code (date and number, PORAVER's article number). If a delivery note is missing or incomplete, PORAVER is not responsible for any resulting delays in processing and payment. Separately from the delivery note, PORAVER has to be sent a corresponding dispatch note with the same content.
 - 4.5 The legal provisions apply to the occurrence of PORAVER's default in acceptance. However, the SUPPLIER has to offer his performance expressly to PORAVER even if a certain or determinable calendar time has been agreed upon for an act or cooperation of PORAVER (e.g. provision of material). If PORAVER is in default of acceptance, the SUPPLIER can claim compensation for his additional expenses in accordance with the statutory provisions (Sec. 304 BGB). If the contract concerns a non-fungible thing to be produced by the SUPPLIER (custom-made product), the SUPPLIER has further rights only if PORAVER undertakes to cooperate and is responsible for the failure to cooperate.
 - 4.6 The SUPPLIER is obliged to report immediately to PORAVER's reception staff if he enters or drives onto the company's grounds and to have himself instructed. If the reception desk is not staffed, the SUPPLIER may enter or drive onto the premises only with PORAVER's prior consent.
5. Terms and Conditions of Purchase of Custom Software
 - 5.1 The SUPPLIER develops and provides PORAVER with custom software or, if applicable, software components described in the respective order, both as an executable code and as a source code. The source code has to be provided together with the complete functional specification and developer documentation and - if this is necessary to exercise the rights of use granted below - the developer tools for this purpose. The subject matter of the contractually established SUPPLIER relationship is primarily the development and delivery of the source code and secondarily the development and delivery of the executable program code.
 - 5.2 The SUPPLIER grants PORAVER an exclusive, irrevocable and permanent right to use and process the software and the source code in the works referred to in clause 5.1 and agrees that this right may be transferred to third parties and is unrestricted in terms of territory and content. This is for the purpose of enabling PORAVER to

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- independently process, run, reproduce and make publicly accessible the software and its source code and thus to use them productively even after the cooperation with the SUPPLIER is terminated or ends otherwise.
- 5.3 If, as part of the ongoing maintenance or elimination or avoidance of defects, the SUPPLIER provides corrections, patches, updates, upgrades, new versions and similar, along with the respectively updated documentation, to replace or supplement the previously provided software, the software itself and its source code has to be also subject to the provisions of this contract and the rights of use as granted above. In this scope, the SUPPLIER also provides PORAVER with the related source code and the functional specification and developer documentation.
- 5.4 Both as part of developing the software and as part of its maintenance, the SUPPLIER separately itemises in the relevant invoice the fee component for procuring and licensing the source code. The fee for the SUPPLIER's services only becomes due from PORAVER when the source code is provided, unless agreed otherwise on a case-by-case basis.
- 5.5 If the Parties agree that one or more of the foregoing provisions will not or will only partially become part of the contract, the SUPPLIER concludes - at PORAVER's request - an escrow agreement with PORAVER and a domestically established and reputable escrow agent. The escrow agreement will provide for the transfer of the source code to PORAVER in the following cases:
- insolvency proceedings are instituted against the assets of the SUPPLIER;
 - the SUPPLIER's company is deregistered due to lack of assets or a decision on winding up the SUPPLIER's company is entered into the company register;
 - the SUPPLIER agrees to the transfer of the source code in writing;
 - the SUPPLIER is in delay with the fulfilment of essential contractual obligations after the SUPPLIER was given a deadline for their fulfilment, including a warning of a demand for the transfer of the source code, but such a deadline expired to no effect - the evidence of which has to be submitted in form of registered mail and PORAVER's declaration in lieu of an oath; and
 - in any other cases where the SUPPLIER suspends its activities for PORAVER (outsourcing, loss of key programmers, termination of on-going agreements without notice by one of the two Parties),
- 5.6 Once the escrow agent transfers the source code, PORAVER will have the right of use as per clause 5.2 hereof. The costs of the escrow arrangement are to be borne by both Parties equally, whereas the escrow agent will be selected by PORAVER taking into account the legitimate interests of the SUPPLIER.
6. Prices and Terms of Payment
- 6.1 Prices contained in the SUPPLIER's offer or in PORAVER's order are deemed to be fixed prices on the basis of deliveries DDP (Incoterms 2020) from PORAVER's premises in Schlüsselfeld (Germany), Postbauer-Heng (Germany) or from another site stated by PORAVER. Prices include the respective statutory VAT unless VAT is stated separately.
- 6.2 The agreed price includes all services and ancillary services of the SUPPLIER (e.g. assembly, installation) as well as all ancillary costs, such as packaging, transport costs and insurance in particular. The return of packaging requires special agreement. In the case of imported goods, the price includes customs duties, taxes and any inspection costs.
- 6.3 PORAVER pays the purchase price after complete delivery and performance (including any agreed acceptance) and receipt of a correctly issued invoice within 14 days with a 3% discount on the net amount of the invoice or within 30 days without discount.
- 6.4 Invoices will only be settled as far as ordered goods are concerned. The settlement of the SUPPLIER's invoices are not deemed to be an acknowledgement that the goods delivered (i) are free of defects, (ii) comply with the contractual quality or with the guaranteed properties or (iii) that the delivery is completed and in good time.
- 6.5 The invoice has to comply with the respective statutory provisions, especially it has to conclude the VAT or tax number, date of delivery or performance, delivery amount and type of delivered invoiced goods and it has to be sent to PORAVER's delivered premise - even in electronic form if requested to do so.
- 6.6 PORAVER does not owe any interest on arrears. For default of payment, the statutory provisions apply.
- 6.7 PORAVER is entitled to rights of set-off and retention as well as to the defence of unperformed contract to the extent provided by law. In particular, PORAVER is entitled to withhold payments due as long as PORAVER still has claims against the SUPPLIER arising from incomplete or defective performance.
- 6.8 The SUPPLIER is only entitled to set-off and to exercise rights of lien or retention if the claims asserted by it are uncontested or have been finally established by a court with no appeal possible.
- 6.9 Fulfilment also occurs if the payment is made by a third party and not by PORAVER.
- 6.10 If PORAVER is obliged to wholly or partially pay the purchase price before delivery, the SUPPLIER is obliged to provide PORAVER with a guarantee in the amount of the respective advance. The guarantor has to be a bank or credit insurer authorized in the European Community. The declaration of surety has to be submitted in unlimited and in written form and the benefit of discussion has to be waived.
- 6.11 PORAVER is not obliged to perform in advance any longer if the SUPPLIER fails to comply with its obligation according to clause 6.10 of the GTC and does not provide PORAVER with a guarantee within a 14 days period, beginning with the first request of PORAVER. In this case clause 6.3 of this GTC has to be applied.
7. Warranty Rights, SUPPLIER Recourse
- 7.1 PORAVER's rights in the event of defective performance by the SUPPLIER and in the event of other breaches of duty by the SUPPLIER are determined, subject to the following paragraphs and any other agreement, in accordance with the statutory provisions.
- 7.2 In accordance with the statutory provisions, the SUPPLIER is liable in particular for ensuring that the goods have the agreed quality at the time of the passing of the risk to PORAVER. In any case, the product descriptions which are the subject matter of the respective contract - in particular by designation or reference in PORAVER's orders - or which have been included in the contract in the same way as these GTC are deemed to be an agreement on the quality. It makes no difference whether the product description is provided by PORAVER, by the SUPPLIER or by the manufacturer.
- 7.3 In the case of goods with digital elements or other digital content, the SUPPLIER owes the supply and updating of the digital content in any case insofar as this results from a quality agreement in accordance with section 7.2 or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
- 7.4 PORAVER is not obliged to examine the goods or to make special inspections of possible defects at the time of the conclusion of the contract. Partially deviating from Sec. 442 para. 1 sentence 2 BGB, PORAVER is therefore also entitled without limitation to claims for defects if the defect remained unknown to PORAVER at the time of the conclusion of the contract due to gross negligence.
- 7.5 The statutory provisions (Sec. 377, 381 of the German Commercial Code) apply to the commercial duty to examine and to give notice of defects, subject to the following provisions: PORAVER's duty to examine is limited to defects which become apparent during the inspection of incoming goods by means of external examination, including the delivery documents, and which become apparent during the quality control by means of random sampling. If defects are discovered in the course of such inspection, the SUPPLIER is to be notified thereof without undue delay. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is reasonable in the ordinary course of business, taking into account the circumstances of the individual

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- case. The obligation to give notice of defects discovered later remains unaffected. In such cases, notwithstanding the duty to examine, PORAVER's notice of defect is deemed to be immediate and timely if it is received by the SUPPLIER within 8 calendar days after discovery of the defect.
- 7.6 Subsequent performance also includes the removal of the defective goods and their re-installation, provided that the goods have been installed in another object or attached to another object in accordance with their nature and intended use; PORAVER's statutory claim to compensation for corresponding expenses remains unaffected. The SUPPLIER bears the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was in fact no defect. PORAVER's liability for damages in the case of an unjustified request to remedy a defect remains unaffected; in this respect, however, PORAVER is liable only if PORAVER recognised or was grossly negligent in not recognising that there was no defect.
- 7.7 Irrespective of PORAVER's legal rights and the provisions in clause 7.5, the following applies: If PORAVER does not fulfil its obligation of subsequent performance - at PORAVER's choice by remedying the defect (subsequent improvement) or by delivering an item free of defects (substitute delivery) - within a reasonable period of time set by PORAVER, PORAVER can remedy the defect itself and demand from the SUPPLIER reimbursement of the expenses necessary for this or a corresponding advance payment. If the SUPPLIER's subsequent performance has failed or is unreasonable for PORAVER (e.g. because of special urgency, danger to operational safety, or threat of disproportionate damage), no time limit need to be set; PORAVER will inform the SUPPLIER of such circumstances without undue delay, if possible in advance.
- 7.8 PORAVER is entitled to the legally determined rights of recourse within a supply chain (SUPPLIER recourse according to Sec. 445a, 445b, 478 BGB) in addition to the claims for defects without restriction. In particular, PORAVER is entitled to demand from the SUPPLIER exactly the kind of supplementary performance (repair or replacement) that PORAVER owes its customer in the individual case. PORAVER's legal right to choose (Sec. 439 para. 1 BGB) is not limited by this. Before PORAVER acknowledges or fulfils a claim for defects asserted by the customer (including reimbursement of expenses according to Sec. 445a para. 1, 439 para. 2, para. 3, para. 6 sentence 2 BGB), PORAVER will notify the SUPPLIER and ask him for a written statement, briefly explaining the facts of the case. If the statement is not made within a reasonable time and if no amicable solution is reached, the claim for defects actually granted by PORAVER is deemed to be owed to the customer; in this case, the SUPPLIER has the burden of proof to the contrary. PORAVER's claims under the SUPPLIER's recourse also apply if the defective goods have been further processed by PORAVER or another businessman, e.g. by incorporation into another product.
- 7.9 Furthermore, PORAVER is entitled to reduce the purchase price or to revoke the contract in the event of a material defect or legal defect in accordance with the statutory provisions. In addition, PORAVER is entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.
8. Third-Party Rights
- 8.1 The SUPPLIER ensures that the goods are delivered free from third-party rights and that third-party rights are not breached by delivery. Especially, the SUPPLIER ensures that it is allowed to dispose of the goods without limitation.
- 8.2 Furthermore, the SUPPLIER ensures that no third-party rights are breached in connection with delivery, especially no property rights like patents, trademarks, utility models, registered design, copyrights.
- 8.3 The SUPPLIER undertakes to indemnify PORAVER on first demand against all claims of third parties resulting from an infringement of rights and arising from the manufacturing, delivery, storage or use of the delivered goods. The SUPPLIER's duty to indemnify relates to all necessary expenses incurred by PORAVER out of or in connection with the claim by a third party. PORAVER is obliged to clarify the alleged infringement in court only if the SUPPLIER provides the costs expected for this in advance and, in particular, provides PORAVER within a reasonable period of time with the necessary information required to conduct a legal dispute.
9. Product Liability, Indemnity, Insurance Coverage
- 9.1 If the SUPPLIER is liable for a product defect, it has to indemnify PORAVER on first demand from any kind of claims for damages of third parties insofar as the reason is within the SUPPLIER's sphere of control and organization and the SUPPLIER is liable itself in the external relationship.
- 9.2 Within the scope of his liability for damages in the meaning of clause 9.1, the SUPPLIER is also obliged to reimburse any expenses according to Sec. 683, 670 BGB as well as according to Sec. 830, 840 and 426 BGB, which arise from or in connection with a claim against a third party including a product recall carried out by PORAVER. PORAVER will inform the SUPPLIER about the content and scope of the recall measures to be carried out - to the extent possible and reasonable - and give him the opportunity to state his position. Other legal claims remain unaffected.
- 9.3 Furthermore, the SUPPLIER is obliged to maintain a product liability insurance with a coverage of EUR 2,500,000.00 per personal injury/property damage. The SUPPLIER has to prove the conclusion and the maintenance of the aforementioned insurance against PORAVER without prior request.
10. Limitation Period
- 10.1 The mutual claims of the contracting parties become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 10.2 In deviation from Sec. 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the passing of risk. Insofar as acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period applies mutatis mutandis to claims based on legal defects, whereby the statutory limitation period for claims in rem for the surrender of goods by third parties (Sec. 438 para. 1 no. 1 BGB) remains unaffected; in addition, claims based on legal defects do not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of a limitation period - against PORAVER.
- 10.3 The limitation periods of the law on sales, including the above extension, apply - to the extent permitted by law - to all contractual claims for defects. Insofar as PORAVER is also entitled to non-contractual claims for damages because of a defect, the regular statutory limitation period (Sec. 195, 199 BGB) applies to these, unless the application of the limitation periods of the law of sales leads to a longer limitation period in individual cases.
11. Compliance with the European Ordinance - REACH (EG) 1907/2007
- 11.1 The SUPPLIER ensures that it complies with all provisions of the European Ordinance for Chemicals REACH (EG No. 1907/2006 from 30 December 2006) in its respective valid version - hereinafter referred to as REACH-Regulation. It especially ensures that the registration of substances occurred. PORAVER is not obliged to apply and get an authorization for goods delivered by the SUPPLIER in connection with the REACH-Regulation.
- 11.2 If the obligation pursuant to clause 10.1 is breached, the SUPPLIER indemnifies PORAVER from all resulting claims of third parties, especially claims for damages, unless the SUPPLIER is not responsible for the breach of duty.
12. Retention of Title, Free Issue Equipment
- 12.1 The transfer of ownership to PORAVER occurs unconditionally and without consideration of payment of the price. However, if PORAVER accepts in individual cases the SUPPLIER's offer of transfer of ownership which is conditional on the payment of the purchase price, the retention of title lapses at the latest with the payment of the goods delivered. In the ordinary course of business, PORAVER remains authorized to resell the goods delivered before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale). All other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the prolonged retention of title for further processing are thus excluded.

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- 12.2 Items provided by PORAVER remain its property, unless otherwise provided for by law or by the following provisions.
- 12.3 Any processing, mixing, or combining ("further processing") of provided goods by the SUPPLIER is done for PORAVER. The same applies in the case of further processing of the goods supplied by PORAVER, so that PORAVER is deemed to be the manufacturer and acquires ownership of the product at the latest with the further processing in accordance with the statutory provisions. If goods subject to retention of title are processed by PORAVER with other goods not belonging to PORAVER, PORAVER acquires co-ownership of the new goods in proportion to the value of the goods to the other processed goods at the time of processing.
- The SUPPLIER keeps any sole ownership or co-ownership in safe custody for PORAVER free of charge.
13. Nondisclosure
- 13.1 PORAVER and the SUPPLIER are obliged to keep all illustrations, drawings, calculations or other documents and information received strictly confidential. They may be disclosed or made accessible to third parties only with express consent. The obligation to maintain secrecy also applies after the individual contracts have been concluded and expires only if and to the extent that the know-how contained in the documents provided has become generally known.
- 13.2 PORAVER reserves all proprietary rights and copyrights to illustrations, drawings, calculations, or other documents. Such documents may be used exclusively for the contractual performance. They are to be kept secret and returned without being asked after completion of the individual contracts.
- 13.3 The foregoing provisions apply accordingly to substances and materials as well as to tools, templates, samples and other objects that PORAVER provides to the SUPPLIER for production. Such objects - as long as they are not processed - are to be stored separately at the SUPPLIER's expense and insured to a reasonable extent against destruction and loss.
14. Other Liability of PORAVER
- 14.1 Unless otherwise provided in these GTC, including the following provisions, PORAVER is liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 14.2 PORAVER is liable for damages - regardless of the legal grounds - within the scope of fault liability in the case of intent and gross negligence. In the case of ordinary negligence, PORAVER is liable, subject to legal limitations of liability (e.g. for care in own affairs; insignificant breach of duty) according to legal provision only
- a) for damages arising from injury to life, limb or health, and
- b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, PORAVER's liability is limited to the compensation of the foreseeable, typically occurring damage.
- 14.3 The limitations of liability resulting from clause 14.2 also apply to breaches of duty by or in favour of persons for whose fault PORAVER is responsible according to statutory provisions. They do not apply in the case of fraudulent intent on the part of PORAVER or in the case of a guarantee given by PORAVER or to claims by the SUPPLIER under the Product Liability Act.
15. Obligation to Inform
- In the case of the sale of technical facilities, machines, raw and auxiliary and operating materials, the SUPPLIER informs PORAVER, without being requested by PORAVER, of any change in the legal requirements applicable to the products to be supplied, as well as of any relevant developments in the relevant technical standards, until the contract has been fulfilled. The SUPPLIER therefore has its own duty of observation and information in this respect.
16. Compliance
- 16.1 The SUPPLIER is obliged to comply with all statutory provisions applicable to it in its course of business provided that it is in any way connected to a contract concluded with PORAVER. This obligation extends in particular to all legal provisions concerning the fight against corruption including the UK Bribery Act and the Foreign Corrupt Practices Act provided that they apply in the individual case.
- 16.2 Furthermore, the SUPPLIER is obliged to comply with the ten principles of the UN Global Compact Initiative - retrievable under <https://www.unglobalcompact.org/what-is-gc/mission/principles> - in its course of business. The SUPPLIER herewith proclaims its responsibility for the protection of fundamental human rights, fundamental rights and principles at work (especially no child labour and/or forced labour) and environmental protection.
- 16.3 If the SUPPLIER performs its obligations against PORAVER by third parties who will act as vicarious agents within the meaning of sect. 278 BGB, the SUPPLIER has to ensure that these third parties also comply with the obligations in accordance to clause 16.1 and 16.2 of the GTC. The SUPPLIER is obliged to carefully select other third parties. Other third parties which recognizably do not comply with the obligations in accordance to clause 16.1 and 16.2 of the GTC may not be taken into account within the selection.
- 16.4 If there is a reasonable initial suspicion that an obligation arising from clause 16.1, 16.2 and 16.3 of the GTC is breached ("compliance breach"), the persons selected by PORAVER and bound to professional discretion is entitled to inspect all documents of the SUPPLIER connected with the circumstances of the initial suspicion. The applicable statutory provisions on data protection are to be complied with here.
- 16.5 If a compliance breach takes place, PORAVER is entitled to wholly or partially terminate the contractual relationship with the SUPPLIER extraordinarily without notice. The right of termination does not exist if only a slight breach of the SUPPLIER takes place. The SUPPLIER is obliged to reimburse PORAVER for any and all damages occurred due to the compliance breach. The SUPPLIER is entitled to prove that it is not liable for the compliance breach. Especially, the SUPPLIER is obliged to indemnify PORAVER on first demand of third party claims asserted against PORAVER as a result of the compliance breach.
17. Final Provisions
- 17.1 The place of performance is PORAVER's premises at Schlüsselfeld (Germany), Postbauer-Heng (Germany) or another site stated by PORAVER.
- 17.2 The exclusive place of jurisdiction - including international jurisdiction - for all disputes arising out of or in connection with the agreement referring to the GTC is 96047 Bamberg, Germany. However, PORAVER is also entitled in all cases to bring an action at the place of performance of the delivery obligation according to these GTC or a prior individual agreement or at the SUPPLIER's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.
- 17.3 The agreement between PORAVER and the SUPPLIER referring to the GPC shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.4 If these GTC are made known to the SUPPLIER in another language the German version shall prevail in the event of linguistic or content-related differences.
- 17.5 If a provision of these GTC or a provision within the scope of other agreements is or becomes invalid, the validity of all other provisions or agreements is not affected thereby.