

1. Scope of application

1.1 The terms and conditions of purchase of MS Motorservice Deutschland GmbH (hereinafter referred to as "Buyer") apply exclusively to all business relationships with business partners and suppliers (hereinafter referred to individually as "Seller"). Deviating, conflicting, or supplementary general terms and conditions of the Seller shall only become part of the contract to the extent that the Buyer has expressly agreed to their validity in individual cases in writing. This consent requirement applies without exception, for example even if the Seller refers to its General Terms and Conditions when confirming an order and the Buyer does not expressly object to this, or when the Buyer, despite being aware of terms that conflict with or deviate from their own terms and conditions of purchase, accepts or unreservedly pays for the Seller's delivery.

1.2 These terms and conditions of purchase form a part of all orders of the Buyer. They also apply to similar future contracts without the Buyer having to refer back to these conditions.

1.3 The Buyer's terms and conditions of purchase shall only apply if the Seller is an entrepreneur, a legal person under public law, or a special fund under public law.

1.4 Individual agreements (e.g., framework supply agreements, quality assurance agreements) and details in the Buyer's purchase orders take precedence over these Terms and Conditions of Purchase.

2. Contract conclusion

2.1 Offers of the Seller must be submitted in writing. Estimates are binding but not subject to payment.

2.2 References by the Buyer to target quantities are merely non-binding forecasts of demand and do not establish an obligation for the Buyer to purchase.

2.3 If an order that is legally to be regarded as an offer by the Buyer is not confirmed in writing by the Seller within 10 calendar days, the Buyer is entitled to revoke the order until the Seller confirms it. The Seller shall not be entitled to any claims arising from such a revocation.

2.4 Release orders made as part of an order and call-off planning process on the basis of an existing framework contract become binding upon receipt by the Seller without the need for separate confirmation by the Seller.

2.5 If the confirmation of the Seller deviates from the order, the Buyer must be expressly informed of this. In this case, a contract shall only come into being with the written consent of the Buyer. If the Buyer remains silent in response to a confirmation that differs from the order, it will be deemed as a rejection.

2.6 Orders are only binding for the Buyer if they are made or confirmed in writing by the Buyer. The same applies to any additions or amendments of the offer. The Seller shall inform the Buyer of any obvious errors (e.g., typographical and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise, the contract will be deemed not to be concluded.

2.7 For deliveries that are not made on the basis of a proper written order or that do not correspond to the agreed order and call-off planning on the basis of an existing framework contract, the Buyer may refuse to accept and pay. Printouts made in the course of data processing shall not require a personal signature in order to be binding. If anything is unclear in the order, this must be clarified by written inquiry from the Seller.

3. Prices – Payment terms – Invoices

3.1 In the absence of a different written agreement, the prices are understood to include delivery "free house" and packaging (Incoterms® 2020, "DAP Buyer's Work").

3.2 The statutory VAT is not included in the prices.

3.3 The agreed price is due within 60 calendar days from full delivery and performance as well as receipt of a proper invoice for payment. If the Buyer makes the payment within 14 calendar days, the Seller shall grant it a 3% discount on the net invoice amount. Assignment of the invoice amounts to third parties is not permitted.

3.4 Invoices must be sent in a single copy, separate from the delivery. Only the dimensions, weights, and quantities determined by the Buyer are decisive for the settlement of the invoice.

3.5 Invoices may only be processed by the Buyer if they contain the order number and the necessary tax information in accordance with the specifications in the order; the Seller shall be responsible for all consequences resulting from non-compliance with this obligation, unless it proves that it was not responsible.

3.6 Changes due to subsequently incurred cost increases are excluded, regardless of the reason, unless expressly agreed otherwise.

3.7 If, by way of exception, prices are agreed ex works or ex warehouse of the Seller or a third party, all costs incurred up to the handover to the transport company, including loading, shall be borne by the Seller.

3.8 The payment of the goods does not constitute recognition of their contractual conformity.

3.9 The Buyer shall not owe any overdue interest. Upon the onset of default, the Seller may demand default interest in the amount of 5 percentage points above the base rate, excluding further claims.

3.10 The Buyer is entitled to set-off and retention rights, as well as the defence of non-performance, to the extent permitted by law. The Buyer is in particular entitled to withhold payments due as long as it is still entitled to claims from incomplete or defective services against the Seller. The Buyer and all companies affiliated with it are entitled to offset receivables of affiliated companies against receivables of the Seller.

3.11 The Seller has a right of set-off or retention only in relation to counterclaims that are legally established or undisputed.

4. Deliveries – Delay – Transfer of Risk – Delay in Acceptance

4.1 Specified delivery times are binding. Timeliness shall be governed by receipt of the goods at the destination.

4.2 The Seller is obliged to inform the Buyer immediately in writing if circumstances occur or become apparent to the Seller that indicate that an agreed delivery date cannot be met.

4.3 If the Seller does not provide its service or does not do so within the agreed delivery time or if it is in default, the rights of the Buyer – in particular to withdrawal and compensation for damages – shall be determined in accordance with the statutory provisions. The regulation in Clause 4.4 remains unaffected. If the Seller breaches its notification obligation under Clause 4.2, it shall also be liable for any delays in delivery for which it is not responsible. Lack of response by the Buyer to such a notification does not constitute recognition of a new delivery date specified by the Seller.

4.4 In the event of delivery delay, in addition to further legal claims, the Buyer is entitled to demand 0.5% of the pro rata contractual sum for the outstanding part of the delivery as lump-sum compensation for delay damages for each week or partial week of the delay, but not more than 5% in total. The Seller is entitled to prove that no damage or significantly less damage has occurred as a result of the delay. The Buyer reserves the right to prove that a higher damage has occurred.

4.5 If the Buyer is hindered in accepting delivery as a result of an event that is unforeseeable, unavoidable and lies outside the Buyer's sphere of influence, such as wars or natural disasters, labour disputes, unrest, epidemics and/or pandemics, cyberattacks, official measures, operational disruptions, lack of deliveries from suppliers, unforeseen and unavoidable production conversions and other circumstances that result in a reduction in demand (from customers), (hereinafter summarised as "force majeure"), it may demand delivery at a later date without the Seller acquiring any claims against the Buyer as a result.

4.6 Delay in acceptance requires that the Seller have already requested that the Buyer accept the goods in writing with a notice period of at least two weeks. Delay in acceptance is excluded, however, if the Buyer was allowed to refuse the acceptance of the goods.

4.7 Partial deliveries are only permitted with the express consent of the Buyer.

4.8 If deliveries are made before the agreed date or deviating from the agreed quantity, the Buyer reserves the right to return or store these goods at the Seller's risk and expense.

4.9 A duplicate delivery note must be attached to each shipment, stating the date (issue and shipment), the contents of the delivery (item number and quantity) and the Buyer's order ID (date and number). If the delivery note is missing or incomplete, the Buyer is not responsible for any resulting delays in processing and payment. For shipments from countries that are not members of the European Union or the European Economic Area, the Seller must attach all other required documents, in particular for import customs clearance.

4.10 The goods must be appropriately packaged in compliance with the general rail and freight forwarding conditions and in compliance with the applicable packaging regulations.

4.11 Ownership of the Goods, along with the risk of their accidental loss or deterioration, shall pass at the time and place specified in the contract.

5. Manufacturing equipment

5.1 To the extent that the Seller uses production equipment (e.g., tools, moulds), that are exclusively used for goods intended for the Buyer (hereinafter referred to as "production equipment"), the Seller grants the Buyer the priority right to acquire ownership of this production equipment by paying its respective current value.

5.2 Production equipment paid for by Buyer is the property of Buyer. This also applies to production equipment, the costs of which have been borne by the Buyer by way of amortisation via unit prices.

5.3 The production equipment may not be modified, reproduced, sold, transferred as security, pledged, or otherwise disclosed without the prior written consent of the Buyer. The Seller is also obliged to use the production equipment exclusively for the production of the goods ordered by the Buyer.

5.4 The Seller shall hold the production equipment in trust for the Buyer. The Buyer is entitled to demand the return of the production equipment at any time. In this respect, the Seller is not entitled to a right of retention.

5.5 The production equipment must be clearly marked as the property of the Buyer or as instructed by the Buyer.

5.6 The production equipment is to be insured by the Seller at its own expense against theft, fire, lightning, explosion, storm, water damage, and, if applicable, sprinkler leakage. Any necessary maintenance and inspection work must be promptly carried out by the Seller at its own expense.

5.7 Any incidents must be reported to the Buyer immediately; if the Seller culpably fails to do so, claims for damages shall remain unaffected.

5.8 Production equipment may only be scrapped before the end of 15 years after the end of the series at the customers of the Buyer with the written consent of the Buyer; the scrapping must in any case be notified in advance in writing.

6. Liability for defects

6.1 The statutory provisions on material and legal defects apply unless otherwise specified below.

6.2 According to the statutory provisions, the Seller is liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to the Buyer. The agreement on quality includes, in any case, those product descriptions which – particularly by designation or reference in the Buyer's order – form part of the respective contract or have been incorporated into the contract in the same manner as these terms and conditions of purchase. The agreement on the quality also includes the applicable statutory accident prevention regulations, recognised rules of technology, and any other applicable legal provisions.

6.3 Unless otherwise agreed, the following applies in addition to goods from the automotive sector: The Seller must comply with a quality assurance agreement, if any, concluded by the Buyer with the Seller. The Seller must constantly check the quality of the goods. The Seller must also document, in special records, when the goods were inspected in what manner and by whom and what results the required quality tests yielded. The inspection records must be retained for 10 years and submitted to the Buyer if necessary. The Seller must impose the same requirements on its suppliers, within the limits of the law. If the Buyer requests sample parts, serial production may only begin after written approval of the sample by the Buyer.

6.4 In the case of goods with digital elements or other digital content, the Seller is responsible for providing and updating the digital content, to the extent specified in a quality agreement pursuant to Clause 6.2.

6.5 The statutory provisions apply to the commercial obligations to inspect and give notice of defects with the following proviso: The Buyer's obligation to inspect is limited to defects that are apparent during their incoming goods inspection, including the delivery documents (e.g., transport damage, incorrect or short deliveries), or that are detectable through random sampling during their quality control. If acceptance is agreed, there is no obligation to investigate. In addition, it depends on the extent to which an inspection is feasible, taking into account the circumstances of the individual case and proper business practice. The Buyer's obligation to notify the Seller of defects discovered even at a later stage remains unaffected. Without prejudice to the Buyer's obligation to inspect the goods, the Buyer's complaint (notification of defects) shall in any case be deemed to have been given without delay and within the required timeframe if it is sent within 10 calendar days of discovery or, in the case of obvious defects, from delivery. A complaint declared by the Buyer shall always refer to the entire delivery, unless only individual parts are clearly affected.

6.6 Subsequent performance also includes the expansion of the defective goods and the re-installation, provided that the goods were installed in another object according to their nature and intended use or attached to another object before the defect became apparent; the statutory claim of the Buyer for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses required for the purpose of testing and subsequent performance, in particular transport, travel, labour, and material costs as well as, if applicable, removal and installation costs, costs for the investigation and analysis of the defect and costs for the involvement of external or in-house personnel shall be borne by the Seller even if it turns out that there was actually no defect. The Buyer's liability for damages in the event of unauthorised rectification requests remains unaffected; the Buyer is only liable in this respect, however, if it has recognised or, through gross negligence, failed to recognise that no defect existed.

6.7 Without prejudice to the legal rights of the Buyer and the provisions in Clause 6.5: If the Seller fails to fulfil its obligation to provide subsequent performance – at the Buyer's discretion, either by repairing the defect or by delivering a defect-free item (replacement delivery) – within a reasonable period set by the Buyer, the Buyer may remedy the defect themselves and claim reimbursement from the Seller for the necessary expenses incurred, or demand an appropriate advance. If the subsequent performance by the Seller has failed or is unreasonable for the Buyer (e.g., due to special urgency, danger to operational safety or imminent occurrence of disproportionate damage), no deadline is required; the Buyer shall inform the Seller of such circumstances immediately, if possible in advance.

6.8 In addition, the Buyer is entitled to reduce the purchase price or to withdraw from the contract in the event of a material or legal defect in accordance with the statutory provisions. In addition, the Buyer is entitled to compensation for damages and expenses in accordance with the statutory provisions. The Buyer is entitled to withdraw from the contract, to reduce remuneration, and to demand compensation instead of performance, already at that point when the Seller has not successfully carried out the subsequent performance within a reasonable period of time. In addition, even in the case of insignificant defects, the Buyer is entitled to demand a reduction of the remuneration and compensation for damages instead of performance and to withdraw from the contract.

7. Supplier Recourse

7.1 In addition to the defect claims, the Buyer is entitled to unlimited statutory claims for expenditure and recourse of the Buyer within a supply chain. In particular, the Buyer is entitled to demand from the Seller the specific type of subsequent performance (repair or replacement delivery) that the Seller owes to the Buyer's customer in each individual case; this also applies to goods with digital elements or other digital content, in relation to the provision of necessary updates. This does not limit the statutory right of choice of the Buyer.

7.2 Before the Buyer acknowledges or fulfils a defect claim asserted by its customer (including reimbursement of expenses), it shall notify the Seller and request a written statement, briefly outlining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by the Buyer shall be deemed to be owed to its customer. In this case, the Seller is responsible for providing counterevidence.

7.3 The Buyer's claims arising from supplier recourse also apply if the defective goods have been combined with another product or otherwise processed by the Buyer, their customer, or a third party, e.g., through installation, attachment, or incorporation.

8. Product Liability and Insurance

8.1 To the extent that the Seller is responsible for a product defect, they are obliged to indemnify the Buyer against third-party claims for damages upon first request, insofar as the cause lies within the Seller's sphere of control and organisation, and the Seller is liable to third parties.

8.2 Within the scope of its own liability for damage events within the meaning of Clause 8.1, the Seller is also under an obligation to reimburse the Buyer for any expenses that arise from or in connection with a recall action lawfully carried out by the Buyer. The Buyer shall, to the extent possible and reasonable, inform the Seller in good time about the content and scope of such recall action and give the Seller the opportunity to comment. Further statutory claims remain unaffected. The Seller shall provide the Buyer with proof of recall cost insurance with a reasonable sum insured, but at least €5 million.

8.3 The Seller undertakes to maintain a product liability insurance policy with a coverage sum of at least € 5 million per personal injury/property damage – flat-rate – during the term of this contract, i.e., until the respective expiry of the limitation period of defects and to provide proof of such coverage upon request. If the Buyer is entitled to further claims for damages, these shall remain unaffected.

9. Contractual rights of withdrawal and termination

9.1 In addition to the statutory rights of withdrawal, the Buyer is entitled to withdraw from the contract if a significant deterioration of the Seller's financial circumstances occurs or threatens to occur and the fulfilment of a delivery obligation to the Buyer is thus jeopardised.

9.2 The Buyer is further entitled to withdraw from the contract if: (i) the Seller becomes insolvent, (ii) the Seller suspends payments, (iii) the Seller faces impending insolvency or shows signs of over-indebtedness, (iv) a petition is filed to open insolvency proceedings or a similar procedure for debt settlement regarding the Seller's assets or business, or (v) the opening of insolvency proceedings over the Seller's assets is rejected due to a lack of assets.

9.3 In the event of a long-term debt relationship, Clauses 9.1 and 9.2 shall apply accordingly, with the proviso that an extraordinary right of termination without notice shall take place instead of the right of withdrawal.

9.4 If the Seller has effected a partial service, the Buyer is only entitled to withdraw from the entire contract if it has no interest in the partial service.

9.5 If the Buyer, on the basis of the above contractual rights of withdrawal or termination, withdraws from or terminates the contract, the Seller must compensate the Buyer for any damages arising therefrom, unless the Seller is not responsible for the creation of the rights of withdrawal or termination.

9.6 Statutory rights and claims are not restricted by the provisions contained in this Clause 9.

10. Statute of limitations

10.1 The mutual claims of the Buyer and the Seller shall lapse according to the statutory provisions, unless otherwise specified below.

10.2 The general limitation period for claims arising from defects three years from the transfer of risk. If acceptance is agreed, the limitation period begins with acceptance. The three-year limitation period shall also apply accordingly to claims arising from legal defects, with a statutory limitation period for third-party claims for the recovery of property remaining unaffected; claims arising from legal defects shall also not expire in any case, as long as the third party can assert the right – in particular due to the absence of limitation – against the Buyer.

10.3 The limitation periods of the purchase right, including the above extension, apply – to the statutory extent – to all contractual claims for defects. Insofar as the Buyer is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period of three years will apply, unless the application of the limitation periods of the purchase right in individual cases results in a longer limitation period.

11. Supply of spare parts

The Seller undertakes to ensure the supply of spare parts for the intended service life of the end products for which the goods are to be used. The Seller is obliged to deliver spare parts to the Buyer on order for a period of at least 15 years after the serial production of the products has stopped and to maintain the possibility of resuming production in this regard.

12. Prohibition of assignment – provision of services by third parties

12.1 Without the consent of the Buyer, rights and obligations of the Seller arising from the contract may not be assigned or transferred.

12.2 The Seller shall not be entitled to have the performance owed by the Buyer rendered by third parties without the prior written consent of the Buyer.

13. Intellectual property

13.1 The Seller warrants that the goods it delivers do not infringe any third-party industrial property rights, including copyrights. The Seller shall indemnify the Buyer from all third-party claims in this regard, including any disputes arising therefrom, and shall assist the Buyer in defending against such claims. This does not apply if the Seller is not responsible for the breach.

13.2 If any commercial or intellectual property rights of the Seller are required for the Buyer's use of the Goods, the Seller grants the Buyer the worldwide, irrevocable and free right to use or resell the Goods itself or through third parties at its sole discretion.

13.3 To the extent that the Agreement also includes development works paid for by the Buyer, whether through a one-time payment or in instalments via the part price, the Buyer shall acquire ownership of all development works, including all commercial or intellectual property rights to such development works and results. If the development work results are patentable, the Seller undertakes to carry out all actions and to make all declarations that are necessary for the transfer of these rights to the Buyer. Seller agrees and hereby assigns to Buyer all such commercial or intellectual property rights. Insofar as rights to development results are not transferable, the Seller grants the Buyer a free, exclusive, spatial, temporal, and content unlimited right of use to these rights. The Seller also grants the Buyer an irrevocable, non-exclusive, royalty-free, worldwide license, with the right to sub-licence, to all intellectual property rights on which the design outputs are based or that the Buyer requires for the direct or indirect use of the design outputs.

14. Compliance – Social Responsibility

14.1 It is of paramount importance to the Buyer that the Seller considers the responsibility towards its own employees and society in its entrepreneurial activities. The binding basis of the business relationship with the Seller is therefore the respectively applicable version of the Supplier Code of Conduct of the Rheinmetall Group, which is available via the following link on the website www.rheinmetall.com or upon request from the Buyer.

14.2 The Buyer shall verify compliance with the specifications agreed with the Seller in the Supplier Code of Conduct through regular and event-related risk analyses. The Seller shall, at the Buyer's request, register on a rating platform designated by the Buyer and allow the Buyer to review its sustainability performance and determine the specific risk situation by presenting specific scorecards or comparable ratings and analyses of the rating platform.

14.3 The responsibility of the Seller within the meaning of Clause 14.1 sentence 1 includes in particular the following:

a) Seller warrants that in the production of the goods it manufactures, it shall comply fully with the applicable legal regulations of the country of production and the countries in which Buyer is established and the Buyer's work is located, and shall bind sub-suppliers in the same manner. In particular, the Seller is obliged not to employ any person in the manufacture of goods or the provision of services in such a manner that would qualify as child labour. In this respect, the Seller is obliged to make reasonable efforts to determine whether its suppliers themselves use or benefit from child labour.

b) The Seller warrants that it will not engage in any illegal practices, such as financial contributions or otherwise giving gifts to employees of the Buyer or their relatives in order to obtain orders from the Buyer.

c) The Seller warrants that all environmental regulations of the countries in which the goods are manufactured, as well as the countries in which the Buyer has its registered office and where the Buyer's plant is located, are complied with.

d) The Seller undertakes to comply with the requirements of the European Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Regulation (EC) No 1907/2006; "REACH" Directive), the EU Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (Directive 2011/65/EU; "RoHS" Directive), the EU Directive on End-of-Life Vehicles (Directive 2000/53/EU) and the German Chemicals Prohibition Regulation. Goods that do not fully meet these requirements may not be delivered to the Buyer.

14.4 In the case of activities and the associated actions on the premises of the Buyer, the occupational safety and health protection, environmental protection, energy management and information security requirements specified by the respective local responsible persons must be strictly followed by the Seller. The Seller shall also ensure that it complies with all legal and regulatory requirements applicable to its activities and related activities on Buyer's premises.

14.5 The Buyer is entitled to terminate the Agreement extraordinarily or withdraw from it upon discovery of corresponding violations under this Clause 14, to the extent that employees or agents of the Seller commit such a violation of the above provisions. This shall apply irrespective of the attributability of the violation to the Seller's company. In addition, the Seller is obliged to compensate the Buyer for any resulting damage.

15. Provided production material

15.1 Any manufacturing materials supplied by the Buyer shall remain the Buyer's property.

15.2 The Seller is obliged to store and label the provided production material separately as the property of the Buyer. Provided production material shall not be removed from the Seller's premises without the Buyer's written instructions, except for the purpose of fulfilling the Agreement. The Seller is obliged to handle the provided production material with due care; in particular, the Seller is required to insure it at its new value, at the Seller's own expense, against theft, fire, lightning, explosion, storm, mains water damage, and, if applicable, sprinkler leakage. The Seller shall, upon request, prove to the Buyer that appropriate insurance has been taken out. The Seller shall carry out any necessary maintenance work at the usual intervals at its own expense. The Seller must notify the Buyer immediately of any damage or malfunction.

15.3 The Seller shall process or modify the provided production material for the Buyer without this leading to any obligations for the Buyer. If the Seller combines, mixes, blends, or processes the provided production material, the Buyer shall acquire co-ownership of the new item in proportion to the value of the provided production material (final invoice amount) to the other processed, blended, mixed, or combined items at the time of processing, blending, mixing, or combination. The same shall apply to the object resulting from the processing or combination as to the production material provided under reservation. If the mixing or blending is carried out in such a way that the Seller's item is regarded as the main item, it is deemed agreed that the Seller transfers co-ownership to the Buyer on a pro rata basis. The Seller shall hold the sole or co-ownership thus created in trust for the Buyer.

15.4 The provided production material may not be modified, sold, transferred as security, pledged, or otherwise disposed of without the prior written consent of the Buyer. In the case of attachments, seizures, or any other dispositions or interventions by third parties, the Seller shall notify the Buyer immediately. The Seller is also obliged to use the provided production material exclusively for the production of the goods ordered by the Buyer.

15.5 The Seller shall hold the provided production material in trust for the Buyer. The Buyer is entitled to demand the return of the provided production material at any time. In this respect, the Seller is not entitled to a right of retention.

16. Contract Records – Confidentiality – Data Protection

16.1 The Buyer reserves all copyright and ownership rights to illustrations, plans, drawings, calculations, instructions for execution, samples, models, devices, product descriptions, and similar commercial or technical information and objects as well as data carriers (hereinafter collectively referred to as "confidential documents") that have been provided by the Buyer to the Seller for the preparation of an offer or the execution of the contract. They must be kept confidential from third parties – even after the termination of the contract – regardless of whether they are marked as "confidential", "secret", or similarly, whether they have a particular economic value from the Seller's perspective, or whether other technical or organizational measures (in addition to this clause 16) have been taken by the Buyer to protect confidentiality, and finally, regardless of whether they are disclosed orally, visually, or in writing, and on what medium or in what form (physical or electronic) the confidential documents are embodied. The confidential documents are to be used exclusively for the contractual service; after processing the order or the contract, they are to be returned to the Buyer without being requested and free of charge or destroyed irretrievably at the Buyer's discretion. The confidentiality obligation shall expire only, if and insofar as the knowledge contained in the confidential documents provided has become generally known.

16.2 Confidential documents that are not to be qualified as trade secrets within the meaning of the German Trade Secret Act (GeschGehG) are nevertheless subject to the confidentiality obligations set forth in this Clause 16.

16.3 If the Seller is obliged to disclose confidential documents due to official or judicial order or a mandatory legal provision, the Seller must inform the Buyer immediately by telephone and additionally in writing.

16.4 The Seller grants the Buyer an unlimited, irrevocable, and non-exclusive right of use to illustrations, drawings, calculations, models, devices, samples, and other documents of the Seller. The Buyer may only forward such documents of the Seller to third parties who are bound by a corresponding non-disclosure agreement for the contractual purpose.

16.5 The Seller shall comply with all data protection regulations in their current version and shall only use employees who have been obligated by the Seller to maintain data confidentiality in accordance with the German Federal Data Protection Act for the provision of services. The Seller must ensure compliance with all statutory data security measures and shall provide the Buyer with corresponding information and evidence without request in order to supervise the order. Our Supplier Privacy Information shall apply, available through the following link on the website www.rheinmetall.com or upon request from Buyer, unless Seller has received more specific Supplier Privacy Information from Buyer.

16.6 Sub-suppliers are obliged to maintain confidentiality by the Seller accordingly.

16.7 The Seller may only advertise or publish (e.g., in public communications or press releases) the business relationship with the Buyer, its name, tags (e.g., word and figurative marks) or the Goods, with the prior written consent of Buyer.

17. Miscellaneous

17.1 The place of performance for deliveries and any subsequent performance shall be the receiving or usage location specified by the Buyer; in the absence of such specification, the location of the respective Buyer's plant shall apply.

17.2 The Seller shall inform the Buyer about any licensing requirements or restrictions regarding the (re-)export of their goods (products, software, and technology) in accordance with the applicable export control and customs regulations, as well as the export control and customs regulations of the country of origin of their goods, in their business documents or other communication channels specified by the Buyer.

17.3 Legally relevant declarations and notifications of the Seller with regard to the contract (e.g., deadline setting, reminder, withdrawal) must be submitted in writing. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g., letter, e-mail, fax). An electronically signed and electronically transmitted document is also permitted, in which a digital log of the provider's document history (certificate of completion) (e.g., Adobe Sign or DocuSign) ensures that the signer is identifiable and a subsequent change of the data is discernible. Statutory formal requirements and further evidence, particularly in cases of doubt about the identity or authority of the declarant, remain unaffected.

17.4 The Seller shall inform the Buyer in good time of any impending or existing payment difficulties or any possible or requested insolvency.

17.5 The exclusive – including international – jurisdiction for all disputes arising from the contractual relationship is Stuttgart. The Buyer is, however, entitled to file a lawsuit at the place of performance of the delivery obligation in accordance with these terms and conditions of purchase or a priority individual agreement, or at the general place of jurisdiction of the Seller. Priority legal provisions, in particular regarding exclusive responsibilities, remain unaffected.

17.6 For these Terms and Conditions of Purchase and the Processing of Contracts on the basis thereof shall German law apply exclusively, excluding conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

17.7 Should one or more of the above provisions be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a legally permissible provision with which the spirit and purpose of these Terms and Conditions of Purchase is achieved to the greatest extent possible.