

## **General Purchasing Terms and Conditions (hereinafter "Terms") of**

### **KLOTZ AIS GmbH (hereinafter "KLOTZ") (as at: 08.2023)**

#### **1. Scope of these Terms and Conditions; protective clause**

**1.1** These General Purchasing Terms and Conditions (hereinafter "Terms") apply to all orders issued by us to our suppliers and sub-tier suppliers (hereinafter "Suppliers"). The Terms apply particularly to the purchase of movable objects, irrespective of whether the Supplier manufactures the objects itself or orders them from sub-suppliers or sub-tier suppliers (hereinafter also "goods") and for the provision of services or the delivery or performance of work (hereinafter also "performance"). Deliveries of goods and/or performance of services are described hereinafter as "subject of the Agreement".

**1.2** KLOTZ is under no obligation to comply with general terms and conditions of business of the Supplier unless said terms and conditions are expressly acknowledged in writing by KLOTZ. This includes cases where we do not expressly object to the Supplier's terms and conditions.

#### **2. Orders; order confirmations; order changes**

**2.1** Orders must be issued in writing to be legally binding.

**2.2** The Supplier undertakes to confirm the order immediately. Orders become binding and constitute a binding contract between the Supplier and KLOTZ over the goods and/or services stated ("confirmed order" or "contract") unless the supplier furnishes written objection or sends a deviating order confirmation within five working days (Monday to Friday, excepting public holidays at the Supplier's location).

**2.3** Where the Supplier is unable to confirm our order in whole or in part, the Supplier will promptly inform KLOTZ of the extent to which the order can be executed. KLOTZ will then decide whether to uphold or cancel the order.

#### **3. Terms of delivery/performance; transfer of risk; personnel**

**3.1** Deliveries of goods shall be packaged according to standard business practice and adequately protected from damage in transit.

**3.2** All order confirmations, delivery notes and invoices shall show information including at minimum the order number, order date, description of goods, supplier number, quantity supplied, delivery time and delivery address. In the event of a delay in processing the order due to missing information, payment due dates as set out in Section 6.3 shall be extended accordingly by the duration of the delay.

**3.3** KLOTZ may refuse deliveries of goods/performance that arrive prior to the given delivery time and/or part-deliveries of goods or part-performance. Return of same will be at the expense and risk of the Supplier.

**3.4** Risk of accidental loss or accidental deterioration of the delivered goods is transferred to KLOTZ only upon handover of the goods to KLOTZ at the place of fulfilment. This also applies in cases of a contract of sale involving the carriage of goods (in deviation from Section 3.1). Where a handover is agreed or

required, risk is only transferred upon completion of the handover.

**3.5** In the case of delivery of goods for which particular packaging, transport, storage, use or disposal is required under applicable laws, regulations or other provisions or due to the composition or environmental impact of the goods, the Supplier will supply a safety data sheet in accordance with DIN 52900 and an accident instruction sheet (transport) in the language in use at the location of the company to be supplied, or in English at minimum. In the event of changes in the materials involved or in the legal situation, the Supplier will provide updated data and instruction sheets unprompted.

**3.6** The Supplier executes the performance on its own account and responsibility. Only the Supplier is authorized to issue instructions to its employees. The Supplier will ensure that the personnel employed by it are not integrated into any company of ours.

**3.7** Where performance takes place at our premises, the Supplier shall comply with all safety regulations and information guidelines in force there. These documents will be provided to the Supplier on request. In cases where the Supplier requires access to our information and telecommunications technology, the Supplier shall strictly comply with the relevant information security guidelines.

**3.8** The Supplier undertakes to pay the minimum wage as defined in statutory and collective bargaining provisions, specifically those of the German Employee Secondment Act (AEntG) and the relevant collective bargaining agreements, in addition to any agreed supplements and allowances and including social security contributions, employment promotion contributions, and social security contributions for employees and part-time marginal workers. In the event of infringements of these obligations, the Supplier shall indemnify and hold us harmless promptly upon first request.

#### **4. Period of performance and delivery; contractual penalties**

**4.1** Agreed delivery periods are binding, particularly where the Supplier provided confirmation of delivery in its order confirmation. In the event of failure to meet the delivery period, including failure for which the Supplier is not responsible, KLOTZ shall set a reasonable period of grace and thereafter choose at its own discretion to withdraw from the contract or claim damages for non-fulfilment.

**4.2** In the event of a delay in delivery/performance on the part of the Supplier, we are entitled to impose a contractual penalty of 0.2% of the net value of the delayed goods/performance for each working day or part thereof, to a maximum total of 5%. The contractual penalty applies in addition to the right to performance and serves as a minimum compensation amount. The right to impose a contractual penalty may also involve deduction of the imposed contractual penalty from a future payment. KLOTZ remains entitled to assert further rights and claims, particularly claims involving damages extending beyond the sum set out above. Any contractual penalty paid will be counted towards any further claim to compensation based on the same cause of damage.

**4.3** If the Supplier is able to foresee a delay in delivery or performance in whole or in part, the Supplier shall promptly notify KLOTZ of the delay, specifying the reasons for, and probable duration of, the delay.

## 5. Handover

**5.1** A formal handover is necessary where the contractual goods or performance comprise delivery or performance of work. KLOTZ will undertake the handover upon receipt of notification of completion from the Supplier and transfer of all documents pertaining to the contractual goods or performance. If inspection of the contractual goods or performance provided by the Supplier requires their placing into service or use for test purposes, acceptance will not be granted until such tests are successfully completed.

**5.2** A formal acceptance record will be made. Formal acceptance will not be granted until the Supplier has rectified all identified faults or defects. Rectification shall be effected promptly and within a period set by us at the latest.

**5.3** Any presumption of acceptance is excluded. In particular, any use by us of the contractual goods/performance of the Supplier in whole or in part due to operational necessity, or any payment for same made by us does not constitute or replace acceptance.

**5.4** Part-acceptance is excluded unless expressly agreed otherwise.

## 6. Prices; terms of payment

**6.1** Unless otherwise agreed, the prices stated in our order are fixed prices given in EUR and are exclusive of any applicable statutory Value Added Tax.

**6.2** Unless otherwise agreed, prices include all ancillary services (e.g. erection/mounting, assembly, installation, placing into operation, configuration/setup, drawing up of any supplementary or follow-up quotations) and all ancillary costs (e.g. packaging, transport, insurance of the goods), taxes, customs fees and other charges. No separate payment for travel and waiting times and travel and other expenses will be made.

**6.3** Unless otherwise agreed, our payments are made in full within 30 days or with 3% discount on the net invoice amount within 14 days. The payment period commences upon receipt of a due and proper invoice, but not before full delivery/performance, including provision of all documents, and acceptance (where acceptance is required). The date of receipt of our transfer order by the bank is the criterion for determining adherence to the deadline.

**6.4** Invoices shall be submitted separately from the contractual goods/performance that constitute the subject of the Agreement and promptly after delivery or performance. A separate invoice for each order shall be submitted.

**6.5** An unconditional payment made by KLOTZ does not constitute acknowledgement of the conformity of the contractual goods/performance with the terms of the Agreement.

**6.6** We do not pay interest on overdue payments. Where no statutory lower rate of interest applies, interest on arrears is calculated at five (5) per cent p.a. Arrears on payments are governed by the statutory provisions and must be preceded by a written reminder by the Supplier in all cases.

**6.6** Preparation of drafts and quotations and any similar actions performed by the Supplier as preparatory to the order are free of charge unless otherwise agreed.

## 7. Supplier's retention of title; "manufacturer's clause"

**7.1** Ownership of goods is transferred to KLOTZ upon handover of the goods to KLOTZ or other third party designated by us (not a carrier) in full, unconditionally and irrespective of payment of the purchase price.

**7.2** If, contrary to Section 7.1, individual cases involve retention of title on the part of the Supplier because of an express prior agreement or because the Supplier's retention of title prevails under mandatory law, the Supplier's retention of title expires at the latest when we effect payment of the purchase price for the delivered goods/performance.

**7.3** In cases described in Section 7.2, in the normal course of business KLOTZ shall be authorized as follows, including prior to payment of the purchase price:

**7.3.1** Authorized to resell the delivered goods with advance assignment of our respective asking price to the Supplier (a simple retention of title on the part of the Supplier extended to the time of resale of the delivery thus applies as an alternative). All other forms of retention of title, specifically extended or assigned retention of title, and retention of title extended to further processing are excluded.

**7.3.2** Authorized to process, remodel, combine, mix and blend delivered goods to which the Supplier's retention of title applies. This applies permanently to KLOTZ itself as a manufacturer on our own behalf and account, thereby constituting our acquisition of ownership of the delivered goods at this point at the latest.

## 8. Quality assurance; production and product approval

**8.1** The agreed composition of the goods/performance is determined in accordance with the most recent version of the specifications, drawings and other documents submitted to the Supplier by KLOTZ ("specifications"). The Supplier will ensure compliance with the specifications and any further instructions and guidelines stated in the specifications.

**8.2** The Supplier shall establish a documented quality and environmental management system appropriate to the type and scope of the contract and in accordance with the requirements of DIN EN ISO 9001 :2015 at minimum, and shall uphold the system throughout the term of the Agreement.

**8.3** Where the Supplier receives free issue material from KLOTZ or from third parties for the manufacture of the goods that constitute the subject of the Agreement, such free issue material must be treated within the Supplier's quality management system in the same way as the Supplier's own production resources.

**8.4** The Supplier shall ensure full traceability of the subject of the Agreement at all times to enable batches to be traced in the event of damage claims. To effect traceability, the subject of the Agreement must be labelled with a serial number and the manufacturing date. The Supplier must ensure that this labelling on the packaged goods that constitute the subject of the Agreement is visible and legible during transport and storage.

**8.5** The Supplier undertakes to inform its upstream suppliers, subcontractors and other vicarious agents or assistants of the principles and requirements set out in this Section 8 and to regularly monitor those parties' compliance with them. The Supplier is liable for non-compliance with this Section 8 by its upstream suppliers, subcontractors and other vicarious agents or assistants.

## 9. Production resources; free issue material

**9.1** Unless otherwise agreed, the Supplier has sole legal and financial responsibility for procuring and providing the material and human resources that are necessary and suitable for the provision of its goods/performance, e.g. tools, machinery, moulds, systems, devices, measurement and testing equipment, software and all other required items and documents ("production resources").

**9.2** If required, we may loan individual production resources to the Supplier ("free issue material").

**9.3** Where such free issue material is to be produced by (or by order of) the Supplier for KLOTZ on our account, the Supplier will develop and produce (or commission development and production of) the items on its own responsibility and in compliance with deadlines agreed between the Parties. Where legally permissible, the Supplier will transfer ownership of the free issue material and accompanying tool documentation in the respective state of manufacture to KLOTZ in advance, and KLOTZ will accept the transfer of ownership. In this case, instead of transfer of the free issue material, the Supplier will own and keep the free issue material for the purpose of manufacturing the goods that constitute the subject of the Agreement for KLOTZ. Section 15 will apply *mutatis mutandis* with respect to any intellectual property rights (including expertise) created or made by the Supplier, its employees, subcontractors or other vicarious agents or assistants.

**9.4** The Supplier shall label the free issue material as our property (with additional tool number in the case of tools) and shall store it for KLOTZ free of charge with due care. The Supplier shall insure the free issue material against damage and loss (fire, water damage, theft) and present the insurance documents to KLOTZ on request as evidence of such insurance. Unless otherwise agreed, the Supplier shall complete any required maintenance, inspection and repair works at its own expense and in a timely manner.

**9.5** The Supplier shall use the free issue material exclusively in the fulfilment of our orders. Transfer of the material to, or use by, third parties is prohibited.

**9.6** The Supplier shall return the free issue material to KLOTZ or a third party designated by us at the end of the Agreement or otherwise at our request. The material shall be returned promptly and in flawless condition. The place of fulfilment for claims relating to return of the free issue material is the place of fulfilment of the applicable Agreement (see Section 3.1). KLOTZ may request the free issue material to be returned to a different location. In this case, the Supplier is entitled to reimbursement of the associated and required costs of transport, shipping and packaging. All rights of retention on the part of the Supplier, irrespective of the legal grounds, are excluded unless the Supplier has a *res judicata* or undisputed counterclaim against KLOTZ.

## 10. Rights in the event of defects and other breaches of obligation

**10.1** Unless otherwise agreed hereinafter, statutory provisions apply to our rights in the event of material defects and defects of title.

**10.2** The Supplier guarantees that the goods that constitute the subject of this Agreement have the agreed quality, are in line with the state of the art, are suitable for the contractual purpose envisaged by KLOTZ or for the normal contractual purpose, and –

in the case of deliveries of goods – do not deviate from the initial samples (as approved by KLOTZ where applicable). The Supplier further guarantees that the subject of the Agreement complies with all relevant statutory provisions and technical standards in place at the place of fulfilment. Where the subject of the Agreement is to be used at a different location and the Supplier is informed or aware of this, the subject of the Agreement shall also comply with the relevant statutory provisions and technical standards in place at that location. The Supplier further guarantees the newness of the goods delivered and specifically, the use of new production material in their manufacture.

**10.3** Any commercial duty of inspection and complaint existing for KLOTZ is limited to defects that are evident in external inspection of incoming goods, including delivery documents (e.g. transport damage, incorrect deliveries, short deliveries). The duty of examination is waived where the Subject of the Agreement comprises a delivery or performance of work or another form of acceptance is agreed. Where a longer period for complaint is not set forth under the law or relevant case law (e.g. within the scope of Art. 39 CISG), we will notify the Supplier of any defects within eight (8) working days from receipt of the goods (in the case of obvious defects) or from discovery (in the case of concealed defects).

**10.4** In the event of defects in a delivery, KLOTZ may require the Supplier to provide subsequent fulfilment in the form of rectification of the defect (rework) or supply of a non-defective item (replacement). If the Supplier fails to meet its obligations with a reasonable period determined by KLOTZ, KLOTZ may withdraw from the Agreement, reduce the purchase price by an appropriate amount, or rectify the defect itself or have it rectified (self-performance) and require the Supplier to reimburse the expenses incurred or to make a corresponding advance payment. If subsequent fulfilment by the Supplier is unsuccessful or is unacceptable to KLOTZ owing to specific circumstances (e.g. particular urgency; risk to operating safety or security; or imminent risk of disproportionately high losses or extensive damage), no period or renewed period need be defined. We will notify the Supplier of such circumstances promptly and, where possible, prior to self-performance. Subsequent fulfilment is deemed unsuccessful after the first unsuccessful attempt. Return shipments of defective items that constitute the subject of the Agreement are always made freight collect against a debit return of the value of the invoiced goods.

**10.5** If the defective item constituting the subject of the Agreement is part of a complete shipment of items constituting the subject of the Agreement (hereinafter "batch") and if inspection of each such individual item involves considerable effort, KLOTZ is entitled to return the complete batch or require the Supplier to inspect the complete batch at the place of fulfilment. The Supplier may redeliver defect-free items constituting the subject of the Agreement from this batch to us subsequent to successful testing and labelling of the items.

**10.6** Costs of subsequent fulfilment shall be borne by the Supplier, including any incurred by us or our customers and in particular costs of inspection and analysis for defects, of installation and removal, of deployment of our own or external personnel, of parts, sorting operations, legal expenses, accommodation expenses, travel expenses or transport costs. KLOTZ may require the Supplier to provide reimbursement of the required expenditures incurred by KLOTZ towards our customers for the purpose of subsequent fulfilment (particularly transport costs, travel expenses, costs of work and materials, and removal and installation costs).

**10.7** Where the defect in quality or title is attributable to a product from a third party which is supplied or used by the Supplier (particularly a component), KLOTZ may require the Supplier to direct its warranty claims to said third party for our account or to assign its claims to KLOTZ. Any (warranty) claims against the Supplier to which KLOTZ is entitled remain unaffected. Limitation of our warranty claims against the Supplier will be suspended for the duration of assertion of claims against the third parties, including extrajudicial claims. In the event of assignment of warranty claims against the third party, the Supplier will provide KLOTZ with support to the requisite extent at its own expense.

**10.8** We reject any provisions of the Supplier limiting warranty- or liability.

#### **11. Infringement of intellectual property rights of third parties**

**11.1** The Supplier guarantees, irrespective of its obligation to assume liability including for defects of title in accordance with this Section 10, that the use of its provided goods or services does not infringe any rights of third parties.

**11.2** If claims are asserted against KLOTZ or our customers for an actual or alleged infringement of rights of third parties and if said claim is attributable to goods or services of the Supplier, the Supplier shall undertake to reimburse all related expenses, costs and damages (including costs of reasonable legal action or legal defence) incurred by KLOTZ, our affiliates or customers and to indemnify and hold harmless KLOTZ, our affiliates or customers for all related claims by third parties resulting from the infringement.

**11.3** Claims under this Section 11.2 will not arise where the Supplier provides proof that it is neither responsible for the infringement nor should have recognized the infringement at the time of provision of the goods/performance as part of exercising due commercial care.

#### **12. Termination**

**12.1** Where the performance comprises a service, unless otherwise agreed KLOTZ may terminate the Agreement or separable parts thereof with a period of notice of one month to the end of a quarter (or statutory period of notice, whichever is the shorter).

**12.2** Where the performance comprises delivery or performance of work, unless otherwise agreed KLOTZ may terminate the Agreement or separable parts thereof at any time.

**12.2.1** If the Supplier bears responsibility for the grounds for termination, we will only render payment for self-contained and proven performance provided to that date in accordance with the Agreement where said performance is usable by KLOTZ. Any claims to damages on the part of KLOTZ shall remain unaffected.

**12.2.2** If the Supplier bears no responsibility for the grounds for termination, KLOTZ shall reimburse the Supplier for expenses demonstrably incurred by the Supplier up to the termination of the Agreement and directly resulting from the Agreement, including costs resulting from non-releasable liabilities. The Supplier will have no entitlement to any further claims to fulfilment or damages on the occasion of the termination.

**12.3** Any rights to the work results created up to the date of termination will be transferred to us in accordance with Section 15 of this Agreement.

**12.4** The right to extraordinary termination for cause remains unaffected.

#### **13. Limitation**

**13.1** Limitation is based on statutory provisions unless otherwise set forth below.

**13.2** Unless the law provides for a longer statutory period of limitation, the general period of limitation for contractual claims for defects of quality and title is three (3) years from the date of handover to us at the place of fulfilment. Where the subject of the Agreement comprises delivery or performance of work or an acceptance procedure is agreed, the period of limitation commences with acceptance.

**13.3** Where the law provides for a longer statutory period of limitation than that set out in Section 13.2 in the event of resale of a processed or unprocessed item by us to a third party, this longer period of limitation will also apply to business relations between KLOTZ and the supplier.

**13.4** In any case upon the Supplier's receipt of our written notification of defects, the period of limitation for claims based on defects will be suspended until the Supplier finally rejects our claims or refuses to continue negotiations thereon or finally declares the defect to have been rectified. Suspensions of the period of limitation by operation of law will remain unaffected. The period of limitation for claims based on defects with respect to the rectified or previously defective and replaced parts shall recommence upon the rectification of a defect or subsequent delivery of a defect-free item.

**13.5** Irrespective of Section 13.2, claims arising from defects of title are not subject to limitation where the third party that is the owner of the claim or right giving rise to the defect is able to assert this claim/this right against KLOTZ, particularly in the absence of a period of limitation.

#### **14. Product / producer liability**

**14.1** Where the subject of the Agreement can lead to risk to life or limb or other damage, including financial loss, KLOTZ will be entitled, to the extent that liability vis-à-vis third parties is borne by the Supplier itself, to take all action to avert such risks which we are obliged to undertake or which is reasonable and appropriate on other grounds, e.g. public warnings and product recalls, and to do so at the expense of the Supplier. Where possible and reasonable, KLOTZ will inform the Supplier as early as possible and give the Supplier the opportunity to state its comments. The Supplier will cooperate with KLOTZ in good faith to avert the risks arising from the subject of the Agreement as rapidly and effectively as possible.

**14.2** If the Supplier has reason to believe that its supplied goods may result in danger to life and limb or in other damage including financial loss, the Supplier shall notify us of same without delay. The Supplier will likewise notify KLOTZ without delay of any action by official authorities at or against the Supplier in connection with the subject of the Agreement.

**14.3** If KLOTZ, its affiliates or customers become the object of a claim asserted by a third party in connection with product and/or producer liability and if said claim is attributable to the subject of the Agreement, Section 11.2 will apply *mutatis mutandis*.

## **15. Rights to work results**

**15.1** KLOTZ has sole entitlement to the intellectual property rights (particularly patents and utility patents, both inventions and technical improvements), copyrights and know-how (hereinafter jointly "new intellectual property rights") created by the Supplier alone or with others. These new intellectual property rights will hereby be transferred by the Supplier – where legally permissible – in advance to KLOTZ at the time of creation and in the current state of processing. KLOTZ hereby accepts the transfer. KLOTZ holds the sole right to the discretionary and unrestricted use and sale of the new intellectual property rights.

**15.2** Where transfer of rights as per Section 15.1 is not possible, the Supplier will grant KLOTZ unlimited, irrevocable, exclusive, worldwide, cost-free, perpetual, sub-licensable and transferable rights of use for all known and unknown forms of use. KLOTZ hereby accepts this transfer.

**15.3** The Supplier will ensure, by concluding appropriate contractual agreements with its employees, subcontractors and other vicarious agents or assistants used by the Supplier for the execution of contractual performance, that the rights set forth in this Section 15 can be granted to KLOTZ for an unlimited period of time and without additional payment (including any possible inventor's payment).

**15.4** Where our use of the new intellectual property rights requires our right to use rights of the Supplier which were not transferred under Section 15.1 or for which right of use was not granted under Section 15.2, the Supplier will hereby grant KLOTZ the non-exclusive, limited, worldwide, indefinite, cost-free right to use said rights. This right of use is transferable and sub-licensable by KLOTZ and includes the rights of use for all known forms of use.

## **16. Offsetting and right of retention**

**16.1** KLOTZ is entitled to rights of offsetting and retention to the extent provided for by law. In particular, KLOTZ is entitled to withhold payment while KLOTZ still has entitlement to a claim arising from incomplete or defective goods/performance from the order concerned; this applies in any case insofar as withholding of payment would not be contrary to good faith under the circumstances, in particular due to the relatively minor nature of the defect or the incompleteness of the goods/performance.

**16.2** The Supplier is only entitled to offset claims and assert right of retention where its counter-claim invoked for the purpose is undisputed or *res judicata*.

## **17. Reservation of rights; confidentiality**

**17.1** KLOTZ reserves all ownership rights, copyrights and industrial property rights to all documents, materials and other items (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and objects), hereinafter the "objects", provided to the Supplier by KLOTZ.

**17.2** The Supplier may not make the objects provided to it available to third parties or share, sell, reproduce or change the objects as such or their content without our prior written permission. The Supplier shall use said objects exclusively for the purposes of the Agreement and shall return them to us in full at our request and destroy (or delete) any existing copies or replicas

(including electronic copies) where they are no longer required by the Supplier in the ordinary course of business and in accordance with statutory provisions governing retention. On request by KLOTZ, the Supplier shall confirm that said objects have been returned in full and/or destroyed/deleted, or shall give details of the objects which are still necessary under the grounds given above.

**17.3** The Supplier undertakes to treat all commercial or technical information which is not in the public domain and which becomes known to it through the business relationship ("confidential information") with confidentiality, to refrain from making the confidential information accessible to third parties and to use the confidential information solely for the purposes of this Agreement. In particular, the Supplier will refrain from applying for any industrial property rights to the confidential information. The confidential information shall not be recreated, reverse engineered, disassembled, decompiled, dismantled, emulated, observed or analysed outside the purpose of the Agreement. The Supplier shall undertake to place its employees, upstream suppliers, subcontractors and other vicarious agents or assistants under obligation to likewise observe these provisions. The Supplier may only disclose its business relations with us with our permission.

## **18. Choice of law and place of jurisdiction**

**18.1** These Purchasing Terms and Conditions and business relations between KLOTZ and the Supplier are subject to the law of the Federal Republic of Germany.

**18.2** The exclusive place of jurisdiction for all disputes arising from or in connection with these Purchasing Terms and Conditions or the contractual relationship between KLOTZ and the Supplier is the court of jurisdiction for our registered office. KLOTZ is also entitled to take legal action at the registered office of the Supplier. Mandatory statutory provisions, particularly those concerning exclusive places of jurisdiction, will remain unaffected.

## **19. Concluding provisions**

**19.1** Legally relevant declarations and notifications made by the Supplier subsequent to conclusion of this Agreement (e.g. setting of deadlines, payment reminders, declarations of withdrawal) are only effective in written form.

**19.2** Any verbal agreements made prior to conclusion of the written Agreement or promises made by KLOTZ are legally non-binding and will be replaced in full by the written Agreement.

**19.3** Individual contractual agreements, including verbal agreements, always prevail over these Purchasing Terms and Conditions. Subject to proof to the contrary, any written agreement or, in the absence of such agreement, our written confirmation shall prevail as proof of their content.

**19.4** If the provisions of these Purchasing Terms and Conditions are or become invalid or void in whole or in part, the validity of the remaining provisions will be unaffected. Where provisions are not an integral part of the Agreement or are ineffective, the content of the Agreement shall primarily be governed by statutory provisions. Only in other cases and where no supplementary interpretation of the Agreement takes precedence or is possible will the parties replace the void or invalid provision with a valid provision that most nearly approaches it in economic terms.