

## 1. Contract Execution / Formalities

- 1.1. The following terms and conditions ("General Terms") govern all the legal relationships between the Supplier and Blefa GmbH (hereinafter "Blefa") related to an agreement or a document (e.g. order, purchase order, order form, order confirmation, statement of work, email, written contract, etc.) to which these General Terms are attached or which refer to these General Terms. For all deliveries and other contractual performances to be provided in such a relationship, these General Terms apply exclusively. The General Terms form an integral part of the agreement between Blefa and the Supplier ("Agreement") when the General Terms are expressly specified as a part of the Agreement but also when Blefa annexes these General Terms to an order or includes these General Terms in the order document or refers to these General Terms by providing a link to the website of Blefa on which these General Terms can be viewed.
- 1.2. Conflicting, deviating or additional supply terms or Supplier's general terms and conditions are only valid for Blefa's purchases if and to the extent that they are explicitly accepted in writing by Blefa. This validity requirement applies without limitation. In particular, any implicit or explicit acceptance of contractual goods or services, with or without reservation, shall not be deemed recognition of the Supplier's terms and conditions.
- 1.3. Any and all individual understandings agreed with the Supplier in writing (including supplements to an agreement, amendments and modifications), especially supply agreements, framework agreements and quality assurance agreements, shall prevail to the extent these General Terms contain conflicting provisions.
- 1.4. Blefa is entitled to terminate any agreement or part of an agreement or order pertaining to the rendering of services by the Supplier at any time without cause and without incurring any liability or compensation obligations whatsoever. This right applies regardless of whether the services are to be rendered on a deliverables-based stipulation or otherwise. Blefa will compensate any services rendered and works-in-progress made in good faith up until the termination.
- 1.5. When Blefa procures energy services, products and equipment that impact or may impact on the use of energy in Blefa's undertakings, the assessment of such procurement is partly based on the product specific energy coefficients.

## 2. Offers of the Supplier; Orders by Blefa

- 2.1. Quotes, offers, samples or demonstrations shall be free of charge for Blefa. Unless otherwise agreed, the Supplier shall remain bound by its quotation or offer for at least 180 days. They must comply with the descriptions, requirements and targets of Blefa and in the event of deviations from these, the deviations must be expressly referred to in writing. The Supplier shall disclose to Blefa all circumstances which are of importance for the quotation/offer or the contract deliverables being offered by Supplier.
- 2.2. Until placing an order at its discretion, Blefa may decide not to proceed regarding a Supplier's quotation without incurring any obligation or financial consequences.

- 2.3. The Supplier must acknowledge receipt of the order and the delivery date without delay. If not rejected by the Supplier within five working days following its receipt by postal delivery or e-mail, any Blefa order and the terms set out or referenced by it shall be deemed as accepted by Supplier.

## 3. Deliverables / Changes in the Deliverables / Spare Parts

- 3.1. The Supplier shall make sure to obtain in time all information required for the fulfillment of its contractual obligations as well as for the use of the deliverables to be provided by the Supplier according to the Agreement (hereinafter "Deliverables") intended by Blefa.
- 3.2. The Supplier shall make available to Blefa the complete technical documentation pertaining to the Deliverables and, if applicable, manuals in electronic and physical form.
- 3.3. Blefa may, to reasonable extent, request from the Supplier necessary modifications of the Deliverables in construction and performance. The Supplier must implement the modifications within an appropriate time period. The parties shall mutually agree on the increased or decreased costs as well as the delivery date of the Deliverable, and in case no agreement can be reached Blefa shall take an appropriate decision, taking into account normal business practice.
- 3.4. The Supplier represents and warrants that it can continue to deliver to Blefa at reasonable conditions the respective Deliverable or spare parts for a time period of 10 years after the last order.
- 3.5. Notice of an earlier cessation of the manufacturing of the Deliverables or a part thereof by the Supplier or its subcontractors must be given to Blefa in time in order to enable Blefa to place a final order for sufficient quantities. In the event of a breach of this obligation, Blefa is authorized, regardless of any patents or other rights, to have the Deliverables manufactured in appropriate amounts by itself or by a third party without compensation of the Supplier and to use samples and drawings of the Supplier for this purpose. The Supplier shall give to Blefa the corresponding documentation, at least in regard to parts which it manufactures itself, upon first request.

## 4. Prices, Invoicing and Payment Conditions

- 4.1. The agreed prices are fixed prices in Euro, unless a different currency is agreed in writing. All prices are understood to be inclusive of Value Added Tax (VAT), if VAT is applicable, unless the Parties agree otherwise in writing or VAT is clearly specified as a separate, additional expense in writing.
- 4.2. Unless otherwise agreed in writing, the price includes any and all Deliverables, services and ancillary services to be rendered by Supplier (e.g. mounting, implementation) as well as any and all additional costs (e.g. due packaging, costs of transportation including customary transportation and general liability insurance). Unless otherwise agreed, prices include packaging and are free point of reception or free siding if delivered by wagon load. Supplier shall take back packaging material upon

Blefa's request. If a price "free to factory" or "ex warehouse" is agreed, Blefa will reimburse only the lowest available freight costs. For Time & Materials based contracts, the supplier undertakes to notify Blefa in writing and pause all work in the event it becomes evident that the actual efforts needed exceed the original contractual estimation. Unless and until notified, Blefa will assume that the Supplier will perform contractual obligations in their entirety against a remuneration not significantly exceeding the estimation.

- 4.3. The invoice is to be submitted immediately upon delivery of the goods/services. The invoices coming with every delivery have to include any and all markings as required by the order and have to include, in particular in order to allow for input tax deduction, at least the following: invoice number, date of invoice, delivery date (if different from invoice date), complete names and addresses of Supplier and receiver of invoice, article number and Blefa Supplier number, reference/order number, Supplier's banking details, VAT/tax identification number, invoiced amount, description of goods and volume, applied VAT rate and amount (if applicable).
- 4.4. Unless otherwise agreed, payments shall be made by the end of the calendar month following the calendar month in the course of which the full and fully conforming delivery/performance as per the Agreement (including acceptance of Deliverable by Blefa, if such requirement is agreed) was received by Blefa, always provided that a correct and verifiable invoice from Supplier is also a precondition of any payment. In case of accepted early deliveries, the period begins at the earliest of the agreed Delivery Date. For bank wire transfers, the payment shall be deemed to be on time if the transfer order is received by Blefa's designated bank before the end of the payment term. Blefa shall be entitled to deduct a discount of 3% for payment made within 14 days of receipt of the goods. If Blefa receives the invoice later than the goods, then the application of the discount shall be based on the date on which the invoice was received. Invoices not submitted by the 4th working day of the month following the month of delivery will be paid without interest 4 weeks after receipt. There shall be no interest on defaulted payment, unless foreseen by mandatory law.
- 4.5. Blefa is entitled to the legally granted rights to set-off and retention as well as the right to object to unfulfilled contracts ("Einrede des nicht erfüllten Vertrages"). In particular, Blefa is entitled to withhold due payments as long as Blefa has claims arising from incomplete or faulty Deliverables or services against Supplier.
- 4.6. The Supplier shall have no right to set-off and shall not transfer to, or have collected by third parties claims against Blefa.

#### **5. Delivery Conditions / Transfer of Ownership and Risk**

- 5.1. The Supplier shall ship the Deliverables DDP (Incoterms 2020) to the location designated by Blefa (Delivery Place), including packing and protection, unless specified otherwise. If no Delivery Place is stipulated in writing by the Parties by order or individual agreement, the Delivery Place shall be at Blefa's registered office. A delivery note in duplicate shall be included in each delivery as well all documents specified by the order or individual

agreement, e.g. commercial invoice or certificate of origin (together the "Documents"). The delivery note must include the order number, article number and Blefa Supplier number. For an agreed delivery "ex works", the measurements and weight of the delivery must be given to Blefa and the consignee specified by Blefa in a timely manner. In the event the requested shipment Documents and agreed other Documents are not delivered correctly or in time, the Deliverable shall be stored at the Supplier's charge and risk until remedied and receipt of the correct Documents.

- 5.2. The Deliverables are to be packed in an appropriate and standard commercial manner corresponding to the security regulations at the place of destination. Blefa is authorized to stipulate the type and manner of packing. In the event that Blefa sends back the reusable packing freight paid to the Supplier, Blefa has a right to a refund in the amount of the value of the packing material.
- 5.3. Property, benefit and risk are transferred to Blefa upon delivery at Delivery Place, respectively after acceptance of Deliverable, if an acceptance procedure is contractually stipulated.

#### **6. Delivery Dates / Delays**

- 6.1. The dates of the delivery agreed between Blefa and the Supplier ("Delivery Date(s)") and the delivery periods agreed between Blefa and the Supplier are binding. The Delivery Date is met by the timely receipt of the Deliverables and Documents at the location or the consignee designated by Blefa. In the event the agreed Delivery Date is exceeded, the Supplier is in default without notice. The Supplier is also deemed to be in default in the event that Blefa rejects Deliverables that do not conform with the respective order. Legal provisions according to which it would be presumed that Blefa waives its claim to have rectified Deliverables delivered shall not apply. The Supplier must immediately give notice of an apparent delay of its performance in writing to Blefa with information as to the reasons and probable duration of the delay. Should it emerge even before the delivery is due that the Supplier will exceed the Delivery Date, Blefa can set a period for the Supplier to cure the problem, after which, if the problem persists, it can cancel the order and waive the delivery and instead claim compensation. Partial deliveries and early deliveries are only allowed with express written agreement of Blefa.
- 6.2. In the event of Supplier delay, Blefa is entitled to a contractual penalty from the Supplier of 0.5% for every working day, which shall, however, not exceed 5 % of the total net value of the delayed Deliverable. Blefa is entitled to claim this penalty as liquidated minimum damages in addition to claiming damages and/or proper contract performance by Supplier. The stipulation of and entitlement to liquidated damages does not affect further claims due to delay provided for by law, e.g. claiming further damages. Any paid liquidated damages are not credited against claims for damages. In the event Blefa accepts delayed delivery, it will claim the penalty (liquidated damages) no later than it effects the final payment related to the delayed Deliverable.

#### **7. Confidentiality, Intellectual Property Rights, Data Protection**

- 7.1. The Supplier shall treat as confidential all received or accessible facts, data and information which are not public or generally accessible. This duty of confidentiality shall also apply before the Agreement is signed and after the end of the contractual relationship. The Supplier shall apply this duty of confidentiality to its employees, sub-contractors and to any other third parties engaged. Such Confidential Information shall not be disclosed to third parties without Blefa's express consent. Confidential Information shall be used exclusively for the performance of the Agreement, e.g. manufacture, deliveries and / or services based on the order. The Supplier may not without prior written approval from Blefa advertise its business relationship to Blefa.
- 7.2. The Supplier must safely store and maintain the Confidential Information made available to it as well as respective copies at its own costs and at any time upon request of Blefa immediately return the Confidential Information or destroy them, however at the latest when the Supplier terminates its activities for Blefa. The Supplier is not entitled for whatever reasons to a right of retention. The Supplier shall confirm the complete return or destruction of the Confidential Information in writing.
- 7.3. Unless expressly stated otherwise by these General Terms or a written agreement between the Parties, both Parties' pre-existing Intellectual Property Rights remain unaffected by these General Terms.
- 7.4. All drawings and further documents regardless of their form (e.g. on paper, electronically-stored or transmitted) produced by the Supplier in performing its obligations under the Agreement and any order, and the copyright and other intellectual property rights in all such drawings and documents, shall be the exclusive property of Blefa. All Intellectual Property Rights (in particular copyright and patents) in a Deliverable (including in Software to be delivered or included in a Deliverable) specifically developed by Supplier for Blefa or according to instructions from Blefa or with contributions from Blefa vest automatically in Blefa or, if that is legally not admissible, are automatically transferred to Blefa to the maximum extent permitted by law without any additional remuneration. If the Supplier manufactures the Deliverables in accordance with Blefa's instructions, any intellectual property rights, in particular copyright and patents arising as a result of the manufacture, shall belong exclusively to Blefa. The Supplier undertakes to supply copies of all such drawings and further documents to Blefa, and also at any time on the request of Blefa to sign any further documents or perform any other act reasonably necessary to perfect Blefa's ownership of such intellectual property rights including in particular copyrights. If, under applicable law, it is not possible to transfer ownership of copyright or any other relevant intellectual property right, the Supplier hereby grants, and agrees to grant formally if necessary, the exclusive right and license to copy and freely exploit such intellectual property rights on a world-wide, perpetual basis.
- 7.5. In the event the Supplier modifies or enhances a standard product from its range of standard products specifically for Blefa, Supplier grants Blefa a world-wide, perpetual, non-exclusive and assignable license at no additional charge in relation to all Intellectual Property Rights that may subsist in the product in order to enable Blefa to freely use and exploit (e.g. re-sell) such product.
- 7.6. The Supplier shall defend and hold Blefa fully harmless from any third party claim against Blefa on account of the infringement of third parties' intellectual-property rights, including patents and copyrights, that may be raised in connection with the Deliverables supplied by the Supplier.
- 7.7. The Supplier undertakes to observe the provisions of European Union's data protection regulation. It agrees to take all reasonable economic, technical and organizational steps to protect data acquired in the course of the Agreement against unauthorized access by third parties or further processing.
- 7.8. In the event of a breach against any confidentiality or obligations with respect to intellectual property rights liquidated damages in the amount of EUR 25'000.-- are due immediately for each case of infringement, without prejudice to Blefa's other rights and claims arising from such breach. In particular, Blefa shall be entitled to specific performance, further damages and injunctive or equivalent relief and further claims provided for by the law.
- 8. Quality Guarantee / Control of incoming goods / Supplier Code of Conduct**
- 8.1. The Supplier undertakes to provide all Deliverables and perform all contractual obligations with the highest duty of care to be expected from an expert in its field. The Supplier also undertakes to fully and proactively inform Blefa about all risks that are connected to its performance of the Agreement, in particular regarding risks that may impact on Blefa's operations and undertakings; in this respect, Supplier undertakes to proactively advise Blefa on all required or appropriate preparations or other measures eliminating or mitigating such risks to Blefa's operations. This applies to all connected risks (e.g. risks stemming from the performance of obligations, the receipt of Deliverables, the use or integration of Deliverables in Blefa's operations or products, etc.), always provided that any cooperation duties by Blefa only exist to the extent expressly stated by separate written agreement.
- 8.2. The Supplier shall deliver quality checked Deliverables conforming with all requirements set out by the respective order. The Supplier warrants that the Deliverables are technologically state-of-the-art and comply with all respective regulations and norms, in particular those issued by state authorities and professional associations in the field, and that they are free from legal and material defects affecting their value or usability, in particular regarding their ordinary or contractually stated intended purpose, that they have the agreed upon characteristics, they conform to the specifications and documentation provided to the Supplier, that material, design and construction are unobjectionable and that the delivery and use of the Deliverables do not infringe any property rights of a third party. Supplier shall immediately notify Blefa if it has reasons to believe that the delivered goods or services are not suitable for their intended use or do not conform with the agreed specifications. Supplier shall observe in supplying the Deliverables all governing standards, laws and regulations at the Delivery Place, in particular also the governing regulations in regard to environmental protection, food safety, hygiene, hazardous substances and goods, and accident prevention at the destination as well as the compliance with the generally

recognized safety technology and occupational health rules. The Supplier must inform Blefa of the required official permits and registration obligations for the import and operation of Deliverables.

- 8.3. The Supplier is liable for its sub-suppliers in the same manner as its own deliveries and services.
- 8.4. The Supplier shall constantly monitor the quality of the Deliverables and services and shall observe any quality assurance agreements with Blefa in their respective valid version. Modifications to the Deliverables, raw materials or to the manufacturers processing require Blefa's prior approval. The Supplier shall notify Blefa proactively of any nonconforming processes and products. The Supplier shall protect and safeguard electronically in a readable format and / or in paper form all development and / or manufacturing documentation and drawings for 10 years. Should the working relationship between Blefa and the Supplier be terminated, the Supplier shall give to Blefa all development and / or manufacturing documents as well as all documentation pertaining to orders performed under this Agreement.
- 8.5. The Supplier adheres to the Supplier Code of Conduct of Blefa, which is available on [www.blefa.com](http://www.blefa.com)

## 9. Warranty, Liability, Insurance

- 9.1. The warranty and guarantee period for the Deliverables shall be 24 months from the date of transfer of risk respectively acceptance (if determined by statutory law or agreement) of the Deliverables by Blefa. This period supersedes shorter warranty/guarantee periods provided by law. For repaired or replaced Deliverables, the warranty and guarantee period shall start anew from the date at which they are put into operation.
- 9.2. Blefa shall be under no obligation to inspect or examine the Deliverables upon receipt or inspect or examine the Deliverables within a certain time period or to notify the Supplier about its findings within a certain time period, except if so provided by mandatory law. Supplier will be notified about Defects after detection of Defects by Blefa. The Supplier hereby waives the defense of tardy notification. In particular, Blefa shall equally be without inspection obligation if an acceptance process has been agreed between the Parties. In all cases, the defect notification shall be deemed as on time if it is received by Supplier at any time within the 24 months' guarantee period. Blefa is entitled to its warranty/guarantee rights even if a defect has gone unnoticed at delivery due to Blefa's gross negligence.
- 9.3. Blefa shall have all claims provided for by its statutory rights, unless not set out otherwise by these General Terms or by individual agreement. In particular, Blefa may at its discretion reject the defective Deliverables and request the delivery of faultless Deliverables or accept the defective Deliverables and assert warranty claims.
- 9.4. In the event that the Supplier does not fulfill its duty of supplementary performance – at Blefa's choice by way of rectifying the defect (subsequent improvement/rework at Supplier's cost) or delivery of a non-defective item (replacement at Supplier's cost) – within a reasonable period of grace granted by Blefa or in the event that a

supplementary performance becomes unreasonable for Blefa (e.g. in the event of particular urgency, endangerment of operational safety, impending occurrence of disproportionate damage or Blefa's impending inability to supply goods to its customers), Blefa may inform the Supplier about such circumstances and, without granting the Supplier a grace period, rectify the defect by itself or have it rectified by a third party at Supplier's cost.

- 9.5. For all other cases, if a defect in quality or law occurs, Blefa has the right to claim reduction of the price or rescind from the Agreement. Furthermore, Blefa has the right to claim damages and reimbursement of costs and expenses pursuant to the applicable law.
- 9.6. The Supplier shall be liable for all direct or consequential damages and expenses incurred by Blefa due to defective Deliverable. The Supplier shall also compensate the expenses for the control of incoming Deliverables which exceed the usual extent provided that at least a part of the delivery is perceived as defective.
- 9.7. Blefa expressly reserves the right to claim damages, including for damage occurring to other tangibles than the Deliverables, and in particular compensation for failed supplementary performance, to the extent provided by law.
- 9.8. Supplier shall be liable for supplies it sources from third parties for the purposes of this Agreement as for its own Deliverables.
- 9.9. The Supplier shall also refund expenses of Blefa or of Blefa's customers incurred as a precautionary measure or in connection with product defects for the early prevention of damage, damage defense or the mitigation of damage (e. g. recall campaigns).
- 9.10. The Supplier shall maintain, for the duration of the supply relationship, adequate insurance coverage in which all possible risks are taken into consideration. Upon first request of Blefa, proof must be provided.

## 10. Product Liability and Manufacturer Liability

- 10.1. Should an action be brought against Blefa by a third party (e.g. its customers) claiming direct or indirect damages based on law, in particular product liability law or tort law, because the Deliverables are defective, the Supplier shall fully indemnify Blefa for all related expenses and costs and hold Blefa fully harmless. Blefa shall inform the Supplier as soon as it receives notice of such claims in order to be able to defend against such claims. Blefa may allow the Supplier to handle the litigation in case Blefa concludes that the Deliverables delivered by the Supplier are the cause of the damage.
- 10.2. Should a product recall be required according to the assessment of Blefa due to a defective Deliverable, Blefa shall – if possible and reasonable – inform the Supplier accordingly without delay and without prejudice to Blefa's rights. The Supplier shall bear the costs of the recall if and to the extent the recall was necessary due to the defects of the Deliverables.
- 10.3. The claims of Blefa against the Supplier in connection with product liability are subject to the same statute of limitations as the claims of injured third parties against

Blefa, pursuant to the rules of the applicable law, in particular product liability law or tort law.

- 10.4. Supplier has to conclude and maintain a product liability insurance with a lump-sum coverage of at least 1,0 Mio EUR per personal or property damage.

## 11. Supplies

Material, parts, containers, special packing material, tools, measuring tools or similar (the "Supplies") provided by Blefa remain the property of Blefa. They are to be used exclusively for the performance of the Agreement. Copies of Supplies may only be made with the advance written consent of Blefa. The copies are transferred upon their production to the ownership of Blefa. The Supplier is not entitled to a right of retention for any reason. Supplies as well as copies of them may not be made accessible to third parties (also sub-suppliers) and may not be used for any other purpose than that agreed upon unless Blefa gives its written approval.

## 12. Tools

- 12.1. Unless otherwise agreed, tools ordered belong to Blefa upon payment of the contractually owed remuneration. They may remain with the Supplier for fiduciary operations. In this case, the Supplier shall only be entitled to dispose of the tools, to relocate its location or to render it permanently inoperable with the written consent of Blefa. The tools shall be marked by the Supplier as the property of Blefa. The Supplier shall bear the costs for maintenance, repair and replacement of the tools.
- 12.2. For co-owned tools, if any, Blefa is entitled to a preemptive right to the co-owned portion of the Supplier. The Supplier must use the tools which are in the ownership respectively joint ownership of Blefa exclusively for the manufacture of the Deliverables.
- 12.3. Upon request of Blefa, the Supplier must release the tools immediately to Blefa. For tools which are co-owned, Blefa must refund to the Supplier after receipt of the tools the present value of the co-owned portion of the Supplier. The Supplier does not have a right of retention in any case. The release obligation applies to the Supplier also in the event of an insolvency claim against it or in case of a breach of contract. The Supplier must insure the tools as agreed and in the event no agreement has been reached, for the customary amount.

## 13. Software

- 13.1. Intellectual Property with regards to standard software embedded in or delivered with the Deliverable remains with the Supplier. All rights of use for the intended use of the contractual service are granted to Blefa free of charge, for perpetual, non-exclusive, world-wide use and Blefa's right to assign or sub-license such rights.
- 13.2. For software developed specifically for Blefa, co-developed with Blefa or developed under instructions from Blefa, the rules set out by Art. 7 apply.
- 13.3. The inclusion of Open Source Software in the Deliverable is only admissible if contractually agreed or consented to by Blefa in writing. In such event, Supplier shall deliver with the Deliverable all electronic files and

documents prescribed by the original licensors for the redistribution of the Open Source Software component (e.g. Source Code, license terms, warranty disclaimer, copyright notice).

- 13.4. Provided non-standardized software forms part of the Deliverable, the Supplier shall be prepared for a period of 5 years from the delivery to make modifications/improvements in the software pursuant to the instructions of Blefa for reasonable compensation. If the software originates from sub-suppliers, the Supplier will correspondingly obligate those.

## 14. LFGB, RoHS, REACH and PAH regulations

- 14.1. Supplier undertakes to comply with the statutory provisions of the corresponding directives and regulations and shall unsolicitedly provide Blefa with appropriate documentation in the form of a legally recognized certificate.
- 14.2. Supplier shall bear the costs of the tests and certificates.

## 15. Force Majeure / Longer Term Delivery Obstacles

- 15.1. Natural disasters, fires, explosions, floods, wars, civil unrest, revolutions, riots, epidemics, national state of emergency, governmental measures and other unforeseeable and unavoidable occurrences release the Supplier and Blefa from performance obligations for the duration of the disturbance and to the extent of its effect. The party affected must immediately inform the other contractual partner in detail and do everything reasonable in order to limit the effect of such an occurrence. The party affected must immediately inform the other contractual party of the end of the disturbance. The failing, incorrect or untimely delivery of the Supplier by its sub-suppliers or other disruptions in the Supplier's own supply chain do not per se constitute events of Force Majeure.
- 15.2. In the event of a longer term prevention from the delivery, suspension of payments or the initiation of insolvency proceedings, the rejection of the initiation of such a proceeding due to lack of assets or the initiation of a comparable proceeding against one of the parties, the other party is entitled to withdraw from the Agreement in regard to the yet unfulfilled portion. Should the Supplier be affected by one of the above-mentioned occurrences, it will to the best of its ability support the shift of the production of the Deliverables to Blefa or a third party including a licensing of the necessary commercial industrial property rights for the production at customary conditions.

## 16. Assignment, Severability, Applicable Law, Place of Jurisdiction

- 16.1. Supplier shall not be entitled to assign all or part of Supplier's claims from the Agreement to third parties without Blefa's explicit written consent. Such consent shall not be unreasonably withheld.
- 16.2. In the event that any of the provisions of the Agreement made with the Supplier, including these General Terms, is or becomes invalid, then this shall not affect the validity of the other provisions. The wholly or partly invalid provision shall be replaced by a provision which comes as close as possible to the original economic intention of the invalid provision.

- 16.3. The laws at Blefa's respective place of business shall, with the exclusion of the Treaty of the United Nations regarding agreements for the international sale of goods (Vienna Convention on the Sale of Goods), be exclusively applicable to these General Terms and any related legal relationship between Blefa and the Supplier.
- 16.4. The exclusive place of jurisdiction for all disputes related to these General Terms shall be Blefa's respective place of business. However, Blefa reserves the right to take legal action against the Supplier at any ordinary place of jurisdiction or at the stipulated place of the delivery to which the dispute is related.