

1. Scope

1. These general terms and conditions of purchase ("General Terms and Conditions", "GTCs") shall apply to all business transactions between Richard Wolf GmbH (referred to hereinafter as "**WOLF**") or its German affiliates within the meaning of Section 15 et seq. German Stock Corporation Act (*Aktiengesetz, AktG*) and the Supplier, even if reference is not expressly made hereto. They shall also apply to all products and services provided. In the case of products supplied, taking receipt of delivered products shall be deemed to constitute acceptance, while in the case of services, approval of the service shall constitute acceptance.
2. Conditions of the Supplier that deviate from these General Terms and Conditions, or are additional hereto shall not form component parts of this contract, unless the validity of such conditions was expressly approved, in writing, by WOLF. These General Terms and Conditions shall also apply in the event that WOLF accepts a delivery from the Supplier without reservation, in full knowledge of the Supplier's deviating conditions.
3. Additional agreements or agreements that deviate or derogate from these General Terms and Conditions concluded between WOLF and the Supplier in the performance of this contract, must be stipulated in writing. This shall also apply to the waiver of this written form requirement.
4. Any rights to which WOLF is entitled under statutory provisions or other agreements and which go beyond these General Conditions remain unaffected.

2. Conclusion, Variation and Performance of the Contract

1. Quotations, designs, plans, cost estimates and samples of the Supplier shall be free of cost for WOLF. On WOLF's request, the Supplier shall at its own cost take back all quotations, designs, plans, cost estimates and samples.
2. An order is only binding if it has been placed by WOLF in writing, by fax or by e-mail. WOLF is entitled to refuse to accept deliveries if these are not based on orders that comply with the foregoing requirements. In this case, WOLF can return the products to the Supplier free of charge. Orders placed automatically by electronic means without a signature and name, shall be deemed to constitute written orders. Any order containing obvious errors, spelling mistakes or calculation errors, shall not be binding for WOLF.
3. Without delay, but no later than five working days from receipt of the order, the Supplier shall issue a written order confirmation, expressly stipulating the price and delivery date. Any deviation in the order confirmation from WOLF's order shall be deemed to have been agreed only upon receipt of written confirmation from WOLF. This applies similarly to any later amendments to the contract.

4. Prior to the conclusion of the contract, the Supplier must inform WOLF, in writing, whether the ordered products are subject to any export controls or other restrictions on marketability pursuant to the applicable regulations in the Federal Republic of Germany. Should the Supplier fail to inform WOLF properly, in particular if the Supplier fails to inform WOLF at all or provides incorrect information, or fails to inform WOLF in due time, WOLF shall be entitled to withdraw from the contract without notice and irrespective of any negligence on the part of the Supplier. The same shall apply if the products are subject to any export control or other limitations on marketability. This shall not affect any further claims by WOLF.
5. WOLF's silence concerning offers, requests or other declarations of the Supplier shall be deemed to constitute approval if this was previously expressly stipulated in writing.
6. Unless otherwise agreed, order confirmations, dispatch notes, consignment notes, bills of delivery, invoices and other letters issued by the Supplier must expressly state the order details (in particular the order number and any material or item number allocated by WOLF).
7. In the event that amendments to the originally stipulated specification become necessary or expedient in the course of the execution of a contract, the Supplier must inform WOLF immediately, in writing, and submit proposed amendments. WOLF shall notify the Supplier whether and which amendments are to be implemented by the Supplier compared to the original order. WOLF is entitled to change orders, in particular to change the composition of the ordered products, at any time. In such case, WOLF shall grant the Supplier a reasonable period of time within which to carry out the necessary changes. Should such amendments result in any change to the costs incurred by the Supplier, both WOLF and the Supplier shall agree an appropriate amendment of the prices stipulated. If it is not possible to agree a price adjustment within eight weeks from written request for negotiations, WOLF shall be entitled to terminate the contract without notice.
8. If the Supplier's financial circumstances deteriorate significantly or if a legitimate application for the initiation of insolvency proceedings or comparable proceedings in respect of the Supplier's assets is rejected due to lack of assets, WOLF shall be entitled to withdraw from the contract, in full or in part.
9. The Supplier assures that when completing orders for WOLF it shall at all times comply with the provisions of the German Minimum Wage Act (*Mindestlohngesetz*, MiLoG) and pay the statutory minimum wage. The Supplier assures that any sub-contractors and temporary employment agencies (as defined in the German Act on Temporary Employment [*Arbeitnehmerüberlassungsgesetz*]) shall comply with the provisions of the Minimum Wage Act and pay the statutory minimum wage. The Supplier in this context assures in particular that it has also required its sub-contractors and temporary employment agencies to comply with these requirements. The Supplier assures that it is not precluded from awarding public contracts. The Supplier undertakes to release WOLF from all third-party claims under or in connection with the provisions of the Minimum Wage Act, in particular claims by employees of the Supplier, any sub-contractors or employees of the sub-contractor or any temporary employment agency

involved. This shall not apply insofar as the Supplier is not liable in the relationship between it and WOLF. The foregoing obligation to release from liability shall also apply to claims by social security funds and financial authorities.

10. To ensure the continuous international supply chain in accordance with Regulation (EC) 648/2005, the Supplier shall be required, if it does not hold Authorised Economic Operator (AEO) status, to submit a declaration that complies with the applicable customs regulations. It is not necessary to submit a safety declaration if the Supplier is able to demonstrate that it has already applied for an AEO-certificate. The Supplier undertakes to involve only economic agents to implement its contractual obligations that also hold AEO-Status or which have submitted corresponding declarations to the Supplier.

3. Packaging, Dispatch, Delivery and Retention of Title

1. The Supplier is responsible for the due and proper packaging of the products. The Supplier shall ensure in particular that only new and legally permissible packaging materials are used. It shall give due consideration to any requests/requirements of WOLF.
2. At WOLF's request, it shall be notified immediately of the dispatch of the products.
3. Every delivery must contain a single copy of a delivery note. The delivery note is to be placed inside a dispatch envelope and affixed securely to the outside of the package. The Supplier shall ensure that the following information is contained in full: delivery address, order number, order date and, if stated in WOLF's written order, material number, type-number or project number allocated by WOLF and the number of units in each case. Several items within one delivery are permitted to be contained together in one transport container, but must be packaged and labelled separately. It is imperative that the Supplier ensure the purity of variety and batch purity of the products within a package and compliance with the labelling on the package.
4. Delivery can be made only on working days during standard business hours from Monday to Thursday from 9:15 to 12:00 noon and from 13:00 to 15:00 hours. The Supplier shall release WOLF from all third party claims based on deliveries being made outside the aforementioned times, unless the Supplier is not responsible for the delivery being made outside of normal business hours.
5. When delivering the products, the Supplier must observe the provisions of the Ordinance on Hazardous Substances (*Gefahrstoffverordnung, GefStoffV*), and package and label the relevant products accordingly, expressly indicating any hazardous substances on the delivery note.
6. Title to the products shall pass to WOLF directly and free from encumbrances on the date of delivery of the products. The Supplier hereby warrants that it is authorised to resell the products and to transfer title to the products.

4. Time of Delivery

1. The delivery deadlines and dates stipulated are binding. The delivery deadlines commence on the date of the order. The products must be received at the delivery address stated by WOLF within the delivery deadline or on the delivery date stipulated.
2. Should it come to the Supplier's attention that the agreed time of delivery cannot be adhered to, the Supplier must inform WOLF immediately, in writing, indicating the reasons for and the estimated duration of the delay.
3. In the event of delayed delivery on the part of the Supplier, WOLF shall be entitled to demand a contractual penalty of 0.5% of the net order value for each week of delay or parts thereof, up to a maximum of 5% of the net order value. Any instances of force majeure are excluded. Any further claims by WOLF remain unaffected. WOLF's claim to delivery shall be excluded only when the Supplier pays compensation instead of delivery at WOLF's request. The acceptance of the delayed delivery shall not be deemed to constitute a waiver of claims to compensation or the contractual penalty.
4. Delivery before the delivery date stipulated is permissible only with WOLF's prior written consent. WOLF shall be entitled to have deliveries put into storage at the Supplier's expense or to return the products delivered early at the Supplier's expense. This shall not apply if delivery is made insignificantly early.

5. Prices and Payment Terms

1. The price stated in the order is binding and is for free delivery to the point of use. Unless otherwise stipulated, the price includes the costs for packaging, shipment devices, transport and insurance cover to the delivery address as stated by WOLF, as well as any customs duties and other taxes. VAT at the statutory rate is included in the price, unless the price is expressly indicated as a net-price. If the transport costs are not included in the price and WOLF has agreed, in writing, to bear the transportation costs, this shall only apply for transportation by the least expensive means, even if a faster method of transportation is required to comply with the agreed delivery dates.
2. The Supplier is required to take out transport insurance and, on request by WOLF, to provide written confirmation thereof without delay.
3. If a VAT-free delivery is an option, the Supplier shall provide the requisite evidence if this is within its responsibilities. For deliveries within the European Union, the Supplier must voluntarily provide its VAT ID number, in writing, furnishing evidence that it is an entrepreneur. It must assist in the production of documentary evidence for export purposes.
4. The Supplier shall send the original invoice to the following invoice address:

Richard WOLF GmbH, Abteilung ZF, Pforzheimer Straße 32, D- 75438 KNITTLINGEN.

The Supplier shall only submit invoices upon delivery of the products as stipulated in the contract. The invoices must be clearly allocated to the order number and item and, if a WOLF material/article number was allocated, quote these numbers. Invoices without complete order references shall be deemed not to have been received, since they cannot be processed.

5. Payment shall be effected subject to a deduction of a 3% discount within 14 days of acceptance of the products and receipt of the invoice, or net within 45 days. Payment shall be effected subject to invoice verification. WOLF is entitled at its discretion to effect payment by cheque or bank transfer. In the event of the delivery of defective products, WOLF shall be entitled to retain or charge back payment until the due and proper fulfilment without forfeiting any discounts, cash discounts or similar price reductions to which it may be entitled. The payment term shall commence upon complete rectification of the defects. In the case of early delivery of the products, the payment term shall not commence until the agreed delivery date. If the Supplier is required to furnish documents relating to materials testing, test protocols, quality assurance documentation or other documents, acceptance of the products shall trigger the deadline for payment only if these documents were also provided to WOLF no later than at the time of handover. WOLF shall be considered to be in default only if a warning has been issued. The application of Section 286 (3) German Civil Code (*Bürgerliches Gesetzbuch*, BGB) is hereby excluded. In the event of default in payment, the Supplier can, taking account of the current interest rate, charge default interest at 2 % points above the basic interest rate p.a. in each case. Without prejudice to its other rights, the Supplier is entitled upon fruitless expiry of the additional deadline granted to WOLF after the latter entered into default, to withdraw from the contract, unless WOLF is not responsible for the delay in payment. On request by WOLF, the Supplier is required to state within a reasonable period, such statement being binding, whether it intends to withdraw from the agreement upon expiry of the additional deadline based on the late payment, or whether it is willing to uphold the contract.

6. Passing of Risk

1. The Supplier shall bear the risk of accidental loss or accidental deterioration of the products until handover to WOLF.
2. If the Supplier is obligated to set up or install the products on WOLF's premises, the risk shall not be transferred until such time as the products have been installed. This shall also apply if WOLF has assumed certain obligations, such as costs of transportation.

7. Acceptance

1. If the Supplier is required to render work or if the parties agreed acceptance, WOLF shall accept the defect-free product, such product having been delivered in full, fitted and installed and subject to sufficient test operation with the Supplier having fulfilled all ancillary obligations, in

particular the performance of the briefing and training, within one month of receipt of a written request for acceptance by the Supplier.

2. The Supplier shall notify WOLF, in writing, if the performance has been rendered in full and the acceptance can foreseeably be carried out without defects. The services shall be completed only once these have been accepted by WOLF. Formal acceptance shall take place in the course of a mutually agreed acceptance date, to be attended by both contracting parties. Acceptance shall be recorded in an acceptance protocol.
3. The expert personnel required for the acceptance, as well as the requisite testing, measurement and other tools, shall be provided by the Supplier free of charge. The necessary operating materials are to be supplied and disposed of by the Supplier in consultation with WOLF free of charge. Any costs incurred as a result of unsuccessful acceptance attempts shall be borne by the Supplier. An acceptance protocol is to be kept for all acceptance processes and must be signed in a legally binding manner by both WOLF and the Supplier.
4. In the event of defects, WOLF shall be entitled to refuse acceptance.
5. WOLF is entitled to demand trial operation for a reasonable period. The use of the products following reasonable and sufficient trial operation by WOLF shall not be deemed to constitute acceptance.
6. If acceptance takes place, the risk of accidental loss or deterioration shall be transferred to WOLF on acceptance. This shall also apply if WOLF assumed certain liabilities, such as transport, mounting and installation costs.
7. WOLF shall notify the Supplier of any defects not apparent upon acceptance within two weeks of establishing such defects. Acceptance of the products as well as the initial operation and payment shall not be deemed to constitute waiver of claims to defects on WOLF's part.
8. If the service or delivery is permitted to be operated only with official approval from an official body, office or association, such as the Technical Inspection Association (*Technischer Überwachungsverein (TÜV)*), Trade Supervisory Board, professional association, or mining authority, this approval shall constitute part of the acceptance and needs to be fulfilled. If such approval is refused or issued with a delay for reasons within the Supplier's reasonable control, the Supplier shall bear any and all costs incurred by WOLF in this context.

8. Liability for Defects and Warranties

1. The Supplier warrants that the products supplied comply with the specifications or, as the case may be, with the authorized samples, as well as all relevant statutory provisions and guidelines or directives issued by authorities, professional organizations and associations. Approval of an initial sample by WOLF shall not release the Supplier from its responsibility for the quality and freedom from defects of the products. The Supplier exempts WOLF and its customers from any

third party claims based on non-conformity with the specifications or, as the case may be, with the authorized samples or in the event of any violation of the relevant statutory provisions, guidelines and directives. This shall not apply if the Supplier is not responsible for the non-conformity with the specifications or with the authorized samples or for the violation of the statutory provisions, guidelines or directives. The Supplier shall notify WOLF immediately, in writing, of any concerns it may have regarding the order as placed by WOLF.

2. WOLF shall notify the Supplier of obvious defects as soon as possible after delivery of the products and shall notify any latent defects as soon as possible upon establishment thereof.

If individual random samples within a delivery are defective, WOLF shall be free to choose whether to have the defective items removed by the Supplier or to assert claims to defects with respect to the entire delivery. If defects in the products necessitate inspection going beyond the scope of customary inspection upon receipt, the Supplier shall bear the costs of such inspection. In the event of any delay or loss of such notice of defects, timely submission shall be deemed sufficient.

3. If the contracting parties have an ongoing business relationship, the Supplier shall be required to maintain an appropriate quality management system and to produce and check the products to be supplied in accordance with this quality management system. If the Supplier obtains production or inspection equipment, software, services, material or other preliminary deliveries from sub-contractors for the purposes of the manufacture or quality assurance of the products to be delivered, the Supplier shall integrate these into its quality assurance system by contractual means or otherwise ensure the quality of deliveries by its sub-contractors. Specifically, the Supplier shall carry out its own materials testing. The Supplier shall keep records of the execution of the quality assurance measures and shall store these records, as well as any samples of the products to be delivered, in a clearly arranged and orderly manner. The Supplier shall grant WOLF access to the necessary material, explain the records and provide copies of the records as well as any samples. Immediately after the acceptance of the products, WOLF shall, provided this is practicable in the customary course of its business, check that the products correspond to the number and type of items ordered and shall check for any visible transport damage. If a defect is established, WOLF shall inform the Supplier as soon as possible after conducting the test or establishing the defect. There shall be no further inspection of incoming products.
4. In the case of any defects in the products, WOLF shall be entitled, irrespective of the statutory compensation claims, at its own discretion to request that the Supplier rectify the defects, or deliver new defect-free products. The Supplier shall be responsible for any expenses incurred in the provision of the purpose of the remedy. This shall also apply if the contractual products, in accordance with their intended use, were shipped to another location other than the delivery address as stated by WOLF after delivery. In the event that the Supplier fails to provide a suitable remedy within a reasonable deadline as stipulated by WOLF, WOLF may itself perform the required measures at the expense and risk of the Supplier, or commission a third party with

the performance of the same, unless the Supplier is not responsible for the failure to provide a timely remedy. The setting of such period may be dispensed with in particular if the Supplier seriously and conclusively refuses to remedy the defects, or if the remedy has failed or is unacceptable for WOLF. Remedial work by the Supplier shall be unacceptable for WOLF in particular if WOLF has already delivered the defective products to third parties. In addition, there is no need to set a deadline if the Supplier genuinely and conclusively refuses to render performance, or where, taking account of both parties' interests, special circumstances justify the immediate assertion of claims to defects. For the purposes of this provision, "special circumstances" are given, in particular, in urgent cases in which subsequent performance by the Supplier would in all likelihood not resolve the imminent disadvantage to WOLF. In this case, WOLF is entitled to perform the necessary measures at the cost of and at the risk of the Supplier, even if an appropriate additional deadline has not expired, provided WOLF notifies the Supplier accordingly.

5. The acceptance of the products as well as the processing, payment and repeat order of the products which have not yet been recognized and indicated as defective shall not be deemed to constitute approval of delivery or any waiver of warranty claims by WOLF.
6. The limitation period for the warranty claims of WOLF is 36 months from delivery of the products.
7. Suppliers of products requiring spare parts are obligated to supply WOLF with the required spare and accessory parts as well as tools for a time period of a further eight years after the expiry of the limitation period at current prices, plus a surcharge to compensate inflation.
8. The foregoing shall not affect any further guarantees of the Supplier.

9. Serial Damage

1. Serial damage is given if more than 5 % of the products from one batch in a delivery feature the same defect. Serial damage includes, in particular, products from the relevant batch that have already been processed, remodelled or otherwise installed.
2. In the event of serial damage, the Supplier is required at WOLF's discretion to provide replacement delivery or to remedy the defect in the entire batch concerned and to compensate all damages resulting from the serial damage, in particular to compensate foreseeable consequential damage and indirect damage, unless the Supplier is not responsible for the breach of duty. Indirect damage shall also include the cost of a product recall.
3. The Supplier shall take best efforts to support WOLF in all measures relating to serial damage and deemed necessary by WOLF.

10. Product Liability

1. The Supplier shall be required to release WOLF from third-party claims relating to German and international product liability regulations, unless it is not responsible for the product defect and the resulting damage pursuant to product liability law. This shall not affect any further claims by WOLF.
2. Within the scope of the foregoing release obligation, the Supplier must in particular reimburse to WOLF any charges incurred under or in connection with any warning, replacement or recall measures carried out by WOLF. To the extent possible or reasonable, WOLF shall inform the Supplier of the content and extent of the measures to be taken, and give the Supplier the opportunity to comment. The Supplier shall support WOLF in any measures to be performed to the best of his ability, and take any and all reasonable measures stipulated by WOLF.
3. The Supplier is required to take out and maintain product liability insurance, valid worldwide, with sufficient coverage for the products in the amount of at least € 3 million per instance of personal injury,, at least € 5 million per instance of property damage and at least € 5 million for each instance of financial loss. The Supplier shall assign to WOLF any and all claims for indemnification of such damages under the foregoing insurance coverage in advance. WOLF hereby accepts such assignment. Insofar as assignment is precluded by the insurance contract, the Supplier hereby irrevocably instructs the insurance company to make any payments exclusively to WOLF. This shall not affect any further claims by WOLF. Upon request, the Supplier must provide WOLF proof of the conclusion of the product liability insurance coverage. The Supplier shall refrain from any and all actions and omissions that could jeopardise the insurance cover.
4. If the Supplier fails to comply with its obligations as set forth in paragraph (3) above, WOLF shall be entitled, but under no obligation, to conclude an insurance contract at the Supplier's expense.

11. Property Rights

1. The Supplier guarantees that the delivery and usage of the products does not violate any domestic or foreign patents, licences or other property rights and copyrights of third parties. This does not apply if the products have been developed by WOLF.
2. Should third parties file a claim against WOLF or its customers based on the delivery and usage of the products due to a violation of such rights, the Supplier shall release WOLF from these claims. The foregoing obligation applies to all costs incurred by WOLF in connection with the claim. In particular, WOLF is entitled to obtain permission for the usage of the products from the third party at the Supplier's expense. The release obligation shall not apply if the Supplier is not responsible for the violation of the third party property rights.

12. Force Majeure

1. If WOLF is hindered in the fulfilment of its contractual obligations, in particular in the acceptance of the products, by instances of force majeure, WOLF will be exempted from liability for the duration of the hindrance, as well as an appropriate start-up period without being required to pay compensation to the Supplier. The same applies if it becomes unacceptably difficult or temporarily impossible for WOLF to fulfil its obligations due to unforeseen circumstances or circumstances beyond WOLF's reasonable control, in particular due to industrial disputes, official measures, energy shortages or significant disruption to business. WOLF is entitled to refuse to accept the products if such circumstances hinder the sale of the products as a result of decreased demand. This shall also apply if such force majeure events occur while WOLF is in default of acceptance.
2. WOLF is entitled to withdraw from the contract if such hindrance continues for more than four months and if, as a result of the hindrance, the fulfilment of the contract is no longer in WOLF's interest. At the Supplier's request, WOLF shall declare whether it intends to exercise its right of withdrawal on expiry of the deadline or whether it will accept the products within a reasonable deadline.

13. Liability of WOLF

1. WOLF is liable, without limitation, to pay compensation resulting from a breach of warranty or personal injury or illness. The same applies to deliberate and gross negligence or if WOLF has assumed a procurement risk. For slight negligence, WOLF shall be liable only if material obligations inherent to the nature of the contract and which are of special importance for fulfilling the purpose of the contract are breached. In case of the violation of such obligations, delay and impossibility, WOLF's liability shall be limited to foreseeable damage within the scope of the Contract. This is without prejudice to mandatory statutory liability for product defects.
2. The foregoing limitation of liability shall also apply to the personal liability of WOLF's employees, directors, representatives and vicarious agents.

14. Provision of Materials

1. If WOLF provides the Supplier with goods or tools required by the Supplier in the course of the manufacture of the goods to be supplied or the service to be rendered (referred to hereinafter as "materials provided"), the Supplier shall be required to collect the materials provided from WOLF at its own cost and at its own risk, unless otherwise agreed, in writing.
2. The Supplier shall not be entitled to pledge the materials provided, to lodge the same as security or otherwise dispose over the materials provided in a manner that could threaten WOLF's ownership thereof. In the case of attachment or other measures by third parties, the Supplier shall notify WOLF without delay, in writing, and provide all requisite information informing the

- third party of WOLF's ownership rights and to participate in all measures taken by WOLF to protect the materials provided. If the third party is not able to reimburse to WOLF the judicial and extrajudicial costs involved in asserting WOLF's ownership rights, the Supplier shall be required to compensate the resulting loss incurred by WOLF, unless the Supplier is not responsible for the breach of duty.
3. The Supplier is required to handle and store the materials provided with due care. It shall at its own cost insure the materials provided at replacement value against fire, water damage and theft. It shall from today assign to WOLF all claims to compensation under such insurance. WOLF hereby accepts the assignment. If such assignment is not permitted pursuant to the insurance contract, the Supplier hereby instructs the insurer to make any and all payments exclusively to WOLF. This shall not affect any further statutory claims to which WOLF is entitled. The Supplier shall on request by WOLF furnish evidence of the conclusion and existence of insurance cover. If the Supplier fails to duly fulfil its obligations pursuant to the foregoing sentences 2 to 4, WOLF shall be entitled to take out appropriate insurance at the Supplier's cost.
 4. In the event of the processing or remodelling of the materials provided by the Supplier, these measures shall always be carried out for WOLF. WOLF's ownership in the materials provided shall continue in the processed or remodelled item. If the materials provided are processed or remodelled with other items that do not belong to the Supplier, WOLF shall acquire co-ownership of the new item proportionate to the value of the materials provided to the other processed items at the time of the processing or remodelling. The same shall apply if the materials provided are combined or attached to other items not owned by the Supplier such that WOLF loses its full ownership. The Supplier shall store the new items for WOLF. In addition, the items created through processing or remodelling, connection or combination shall be subject to the same provisions as the materials provided.
 5. The Supplier shall at WOLF's request prepare inventory lists of the materials provided held by the Supplier.
 6. The Supplier is permitted to use the materials provided exclusively for the manufacture and supply of the products ordered or in accordance with any other specifications issued by WOLF.
 7. The Supplier shall itself be permitted to use products manufactured by the Supplier in full or in part in accordance with WOLF's specifications or using the materials provided by WOLF only with WOLF's prior written consent, or to provide, supply or otherwise make the same available to third parties. This shall also apply to products that WOLF justifiably refused to accept. In the event of any breach, the Supplier shall pay WOLF a contractual penalty amounting to the value of the products concerned, plus 10 % of the net value, unless the Supplier is not responsible for the breach. This shall not affect any further claims of WOLF.
 8. The Supplier shall be required to compensate WOLF for damage incurred by WOLF as a result of the loss, destruction or other damage to the materials provided, unless such loss, destruction

or other damage was beyond the Supplier's reasonable control. The Supplier shall notify WOLF of the loss, destruction or other damage without delay and in writing.

9. When the contract comes to an end, the Supplier shall be required to return to WOLF the materials provided. This shall also apply if the provision of the materials provided is no longer necessary. Return transportation to WOLF shall be carried out at the cost and at the risk of the Supplier. The Supplier shall be required to compensate WOLF for wear and tear and other deterioration in the materials provided going beyond customary wear and tear, unless such wear and tear or other deterioration was beyond the Supplier's reasonable control.

15. Confidentiality

1. The Supplier and WOLF are mutually obligated to keep confidential all information to which the parties gain access and which is marked as confidential or under such circumstances is identifiably a business or company secret, in particular non-public business details and technical details, for the period of five years from delivery; they shall neither record such information, nor forward, nor exploit the same, unless required for the business relationship.
2. The confidentiality obligation shall not apply if and to the extent the confidential information was in the receiving party's possession prior to the business relationship or was in the public domain prior to the business relationship or becomes part of the public domain through no fault on the part of the receiving party. The receiving party shall bear the burden of proof.
3. By means of appropriate contractual agreements with its employees and representatives, especially its freelance employees, its contractors and service providers, the Supplier and WOLF shall ensure that these persons also refrain from any personal use, forwarding or unauthorised recording of such business and company secrets for a period of five years from delivery.

16. Minimum Social and Environmental Standards

1. The Supplier undertakes to comply with all relevant statutory provisions on the treatment of employees, environmental protection and health and safety at work and to work towards reducing any negative impact on employees and the environment in the course of its activities. In addition, the Supplier shall at all times observe the core labour standards of the International Labour Organization (ILO) and the guiding principles of the United Nations Global Compact Initiative. These mainly concern the protection of international human rights, the right to collective bargaining agreements, the abolition of forced labour, elimination of child labour, eradicating discrimination in appointments and employment, environmental responsibility and the prevention of corruption. Further information on the ILO and the UN's Global Compact Initiative is available at www.ilo.org and www.unglobalcompact.org.

2. In the event of any breach by the Supplier or its employees, sub-contractors, suppliers and agents of these mandatory social and environmental minimum standards, WOLF shall be entitled to provide the Supplier a reasonable period within which to resolve the breach. On fruitless expiry of such period, WOLF shall be entitled to terminate this contract with immediate effect and to cancel any orders.

17. Final Provisions

1. The Supplier is entitled to transfer rights and obligations to third parties or to have the order or substantial parts of the order carried out by third parties only with WOLF's prior written approval.
2. Payments shall be made only to the Supplier. The Supplier shall be entitled to setoff counterclaims against payments due only if such counterclaims are uncontested or recognized by legally binding judgement. A right of retention may be claimed only if the Supplier's counterclaim is based on the same contractual relationship.
3. Sub-contractors are deemed to be vicarious agents. Upon request, WOLF will be notified of the same in writing.
4. The legal relations between the Supplier and WOLF shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, to the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG).
5. WOLF's place of business shall be the exclusive place of jurisdiction for all disputes resulting from the business relations between WOLF and the Supplier. WOLF is also entitled to take legal action at the place of business of the Supplier as well as at any other admissible place of jurisdiction
6. The place of performance for all services of the Supplier and WOLF shall be WOLF's place of business.
7. The language of the contract is German.
8. Should any clause in this contract be or become invalid or unenforceable, in whole or in part, or if there is an omission in this contract, this shall not affect the validity of the remaining clauses. In place of the invalid or unenforceable clause, the valid or enforceable clause which comes closest to achieving the purpose of the invalid or unenforceable clause shall be deemed to have been agreed. In the case of an omission, the clause that complies with what the parties would have agreed in light of the purpose of this Contract, had they considered the matter from the outset, shall be deemed to have been agreed.