

## General Terms and Conditions of Purchase status 10/2024

### 1. General, scope of application

- 1.1 These General Terms and Conditions of Purchase ("General T&Cs of Purchase") apply to SPIE Germany Switzerland Austria GmbH, Balcke-Dürr-Allee 7, 40882 Ratingen, and all its affiliated companies within the meaning of Sections 15 *et seq. AktG* [German Stock Corporation Act] (the company respectively concluding the contract is hereinafter referred to as "Principal").
- 1.2 These General T&Cs of Purchase apply exclusively to companies within the meaning of Section 14 *Bürgerliches Gesetzbuch (BGB)* [German Civil Code] (hereinafter referred to as "Contractor") i.e. natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities.
- 1.3 Business relations with the Contractor concerning deliveries and services as well as related information and advice shall be governed exclusively by these General T&Cs of Purchase and any individual contractual agreements made with the Contractor. Differing General Terms and Conditions - especially General Terms and Conditions of Sale - of the Contractor shall only apply if and to the extent that the Principal expressly recognises them in writing. The Principal's silence regarding such differing General Terms and Conditions shall not be deemed to be recognition or consent, and this shall also apply to future contracts. Where these General T&Cs of Purchase are implemented in business with the Contractor, they shall also apply to all further business relations of the same kind between the Contractor and the Principal, unless otherwise expressly agreed in writing.
- 1.4 These General T&Cs of Purchase shall apply in place of any General Terms and Conditions of the Contractor, even if, according to such Terms and Conditions, acceptance of an order is laid down as the unconditional recognition of the General Terms and Conditions or the Principal accepts deliveries or services after the Contractor has indicated the validity of the Contractor's General Terms and Conditions, unless the Principal has expressly waived the validity of these General T&Cs of Purchase in writing.

### 2. Conclusion of the contract, content of the contract

- 2.1 Only written purchase orders of the Principal are valid. The content of the contract is determined exclusively by the content of the Principal's purchase order.
- 2.2 The Contractor shall check the purchase order and send the Principal a written response within five (5) calendar days after the order date. After that period ends, the Principal shall be entitled to revoke the purchase order. Claims by the Contractor based on a validly effected revocation of the purchase order shall be excluded.
- 2.3 Even after conclusion of the contract, the Principal shall be entitled to request changes to the delivery item at the Principal's reasonably exercised discretion (Section 315 *BGB*) if the deviations are reasonable for the Contractor.
- 2.4 The purchase order number, the contact partner and the date of the purchase order / commissioning as well as identifiers specified in the order must be specified on all the Contractor's documents (especially on order confirmations, delivery notes, invoices etc.). If the above information is not specified by the Contractor, resulting consequences (e.g. further delays, additional costs) shall be borne by the Contractor.

### 3. Drawings, models, tools

- 3.1 The Principal's rights of ownership and/or copyrights and/or other property rights to all images, drawings, models, samples, calculations, construction plans and other documents as well as tools, which the Principal has provided or paid for execution of the purchase order, shall remain reserved. Such documents may only be used to fulfil the order and only for the Principal. The Contractor shall check them for inconsistencies and inform the Principal of any detected or suspected deficiencies, inconsistencies or incompleteness.
- 3.2 The Principal's approval of drawings, calculations and other documents of the Contractor shall not affect the Contractor's sole responsibility for them.

### 4. Quality management, inspections

The Contractor declares that the Contractor has a suitable quality management system and can, therefore, ensure effective quality assurance in the provision of deliveries and services. The Contractor shall prove this to the Principal upon request.

After timely prior notification (advance notice of at least three (3) working days), the Principal and/or third parties designated by the Principal shall have access to the production facilities of the Contractor and/or the Contractor's subcontractors and suppliers at any time in order in particular to verify the production status, the use of appropriate material, the use of the necessary specialists and the professional execution of performance. Such an inspection shall replace neither acceptance nor limit in any way the Contractor's sole responsibility with respect to the Contractor's deliveries/services. In particular, no defence of contributory negligence of the Principal can be derived from this.

### 5. Spare parts

The Contractor warrants that spare parts and wear parts shall be available for each purchase order for a period of at least ten (10) years after the end of liability for defects of the last delivery/service.

### 6. Packaging, transportation of dangerous goods, labelling of hazardous substances

- 6.1 Delivery items are to be packed appropriately and in an environmentally friendly manner and delivered using suitable containers and means of transport. Any delivery instructions provided by the Principal must be observed. The regulations of the *Gefahrstoffverordnung* [German Ordinance on Hazardous Substances] shall apply additionally to hazardous substances and must be observed.

- 6.2 It is incumbent upon the Contractor to check before accepting the purchase order whether the items and/or their components stated on the purchase order are to be classified as dangerous goods (e.g. paints, adhesives, chemicals or flammable, oxidising, explosive, combustible, toxic, radioactive, corrosive goods or goods with a tendency to self-heating) in the country of origin, country of destination and/or all transit countries. In such cases, the Contractor shall inform the Principal immediately and fully and send the Principal immediately the declarations required by law for shipment, correctly completed and signed with legally binding effect.
- 6.3 When packaging, labelling and declaring dangerous goods, the Contractor is obliged to comply with the respectively valid national and international regulations.
- 6.4 The Contractor undertakes prior to delivery/service to send in due time all necessary product information in the current form, relating in particular to composition and durability e.g. safety data sheets, processing instructions, labelling requirements, assembly instructions, occupational health and safety measures and specifications etc.
- 6.5 The Contractor shall take back packaging material for the Principal free of charge.

### 7. Export licence

The Contractor is obliged to notify the Principal immediately in writing whether and to what extent state export licences are required for the delivery/service in whole or in part or similar legal or official requirements have to be met or they are subject to American export restrictions. The Contractor is responsible for compliance with all export control regulations and must provide the Principal with the applications, documents, certificates etc. necessary in this respect in a timely manner and without being requested to do so. The Contractor shall indemnify the Principal against all claims and damages in this respect.

### 8. Prices, pricing, payment terms, default

- 8.1 The agreed prices are fixed prices. They are subject to value added tax at the legally valid rate, which is to be shown separately on the invoices.
- 8.2 Unless otherwise expressly agreed in writing, the prices are free place of use, delivered and duty paid (DDP) pursuant to Incoterms 2020.
- 8.3 Subject to agreements to the contrary in individual cases, payments of due invoices shall be made at the Principal's option either within twenty (20) days less a cash discount of 3%, within thirty (30) days less a cash discount of 2% or within sixty (60) days without deduction.
- 8.4 Unless other conditions for the amount becoming due have been agreed, the periods shall run from receipt of a valid invoice, stating the data according to paragraph 2.4 of these General T&Cs of Purchase, but not before receipt of the goods or provision of the services and, if the scope of performance includes documentation and test certificates, not before their delivery to the Principal according to the contract. This shall also apply to any agreed invoices on account. In the case of such payments on account, the Contractor shall nevertheless be obliged to list and account for all deliveries/services and payments received in a specified final invoice. Payments on account or final payments by the Principal shall have no influence on the Contractor's liability and shall not constitute acceptance or acknowledgement.
- 8.5 If early delivery or service is accepted, the due date shall be determined by the originally agreed delivery or service date. Payments shall not be deemed to be a waiver of any notices of defects and shall not constitute any acknowledgement whatsoever of performance according to the contract. In the event of incomplete or incorrect delivery or service, the Principal shall be entitled to withhold payment in proportion to the value until proper performance.
- 8.6 Default shall occur after the due date only on the basis of a written reminder. Interest on remuneration before the occurrence of default is excluded.

### 9. Set-off, right of retention, intercompany settlement

- 9.1 The Principal shall be entitled to rights of set-off and retention also in respect of due claims, which the Principal has against companies affiliated with the Contractor within the meaning of Sections 15 *et seq. AktG*.
- 9.2 Rights of set-off and retention of the Contractor shall be excluded unless the Contractor's counterclaim is in a relationship of reciprocity to the Principal's claim according to Section 320 (1) *BGB* and is undisputed or has been recognised by declaratory judgment.

### 10. Delivery, passing of risk, delivery time, late delivery

- 10.1 Deliveries to the Principal shall be made, unless otherwise agreed in writing, to the Principal's registered office according to DDP (Delivered Duty Paid, Incoterms 2020). In such case, the Contractor shall bear the risk until delivery to the Principal.
- 10.2 The delivery or service period specified on the purchase order is binding. In the case of purchase contracts, compliance shall include the receipt of goods or, in the case of service contracts, the provision of services at the Principal's premises or at the agreed place of delivery or service, and, in the case of contracts for work and services, compliance shall include acceptance (see paragraph 12). Early deliveries and/or partial deliveries shall require the Principal's express written consent.
- 10.3 The Contractor is obliged to inform the Principal immediately in writing if circumstances arise or become identifiable which indicate that the delivery or service period cannot be met. This shall also apply if the Contractor is not responsible for delays in delivery or service. The Principal shall be entitled to compensation from the Contractor for resulting damage in the event of violation of this obligation. In case of delay in delivery or service, the Contractor must inform the Principal in detail and in writing of the reason for the delay and the remedial measures initiated and planned by the Contractor.

- 10.4 The Principal is entitled to require as contractual penalty 0.2% of the total net contract price for each calendar day, or part thereof, of default in the delivery or service period but in total not more than 5% of the total net contract price. Where partial deliveries are agreed, the (net) order value of the partial delivery shall be decisive. The assertion of further claims due to default, especially damages, taking into account the contractual penalty, shall remain unaffected. The Principal's right to require the contractual penalty shall remain in place until the final payment, even if the Principal did not reserve this right when accepting performance.
- 11. Assignment of claims, retention of title**
- 11.1 Claims against the Principal may be assigned only with the Principal's prior written consent. Section 354a *HGB* [German Commercial Code] shall remain unaffected.
- 11.2 Retention of title by the Contractor is excluded. Should retention of title nevertheless be agreed in individual cases, the Principal shall in any case be entitled to resell without disclosing the Contractor's retained property. Retention of title shall always only extend to that part of the delivery in respect of which there is still a price claim of the Contractor. A current-account retention of title, in particular an extended retention of title, shall not become part of the contract.
- 12. Special provisions for services (especially services and work)**
- 12.1 If a service owed is not provided in due time or not according to the contract and the Contractor is responsible for this, the Contractor shall be obliged, at the Principal's request, to provide the service according to the contract within a reasonable period without additional costs. If, for reasons for which the Contractor is responsible, performance of the service according to the contract is not successful in substantial parts even within a reasonable grace period, the Principal shall be entitled to terminate the contract without notice, without the Contractor being entitled to claims against the Principal in this respect.
- 12.2 In respect of work within the meaning of Sections 631 *et seq. BGB* and other services - insofar as the parties agree acceptance for them - all acceptance inspections have to be made in writing and using an acceptance protocol. Acceptance shall not be effected by implied actions, such as use of the work or service by the Principal; it must always be expressly declared by the Principal. Section 640 (2) *BGB* shall remain unaffected.
- 12.3 If the Principal so requires, the Contractor shall designate in writing a project manager and, if applicable, a technical contact partner for the period of performance of the service.
- 12.4 The services shall be documented by means of the Contractor's written performance records in electronic form immediately but at least on a monthly basis. The Contractor shall submit the corresponding performance records, approved in writing by the Principal, with each invoice. The Contractor's invoices shall be due for payment only if informative, verifiable and approved performance records are attached to them and they comply with the requirements pursuant to paragraph 2.4.
- 12.5 The Principal shall support the Contractor in the performance of the Contractor's services but shall have an obligation to cooperate only if this has been expressly agreed in writing.
- 12.6 The following applies to recurring service or services for which a term is agreed:
- 12.7 If purchase orders for services placed by the Principal include a fixed term, the contract shall end upon expiry of that term, without notice of termination being required. A tacit extension shall occur only if this has been expressly agreed. If the term of a contract is more than one year, the Principal can terminate the contract at the end of each contract year by giving notice of three (3) months, unless otherwise agreed in writing. If no term is agreed in the purchase order, the contract shall run for an indefinite period and can be terminated at any time by giving notice of three (3) months to the end of the month. The right of the parties to exercise extraordinary termination of the contract for good cause shall remain unaffected. Any notice of termination must be given in writing.
- 13. Claims for defects, notice of defects, recourse**
- 13.1 The Contractor warrants that the Contractor's deliveries/services conform to the state of the art and comply with the standards, (statutory) provisions and norms (including safety protection, occupational health and safety and accident prevention regulations) in the Contractor's country and in the country of destination of the deliveries/services and conform to the agreed properties, have the guaranteed characteristics and are also otherwise free of material defects and defects of title.
- 13.2 In the case of a commercial purchase, the Principal shall notify the Customer immediately of any defects in the delivery as soon as they are identified according to the circumstances in the ordinary course of business.
- 13.3 Claims for defects are determined by statutory provisions unless otherwise stipulated below.
- 13.4 The Principal can, at the Principal's option, require supplementary performance from the Contractor by remedy of defects or replacement (replacement delivery or new production). The Contractor shall bear all expenses necessary for the purpose of supplementary performance, in particular for dismantling, installation and removal, assembly, travel, freight, packaging, insurance, customs duties and other public charges, tests and technical acceptance inspections. Substitute performance by the Principal shall require in principle the expiry of a reasonable period without effect, except in the event of imminent danger, refusal of performance by the Contractor or if the setting of a grace period to mitigate damage is unreasonable for the Principal. In any case of justified substitute performance by the Principal, the Contractor shall, at the Contractor's expense, provide the Principal with all information necessary for this and deliver any documents in the Contractor's possession and, in the case of any existing own or third-party property rights thereto, obtain corresponding rights of use to the extent necessary for substitute performance or immediately indemnify the Principal against claims arising from such third-party rights. When concluding this contract, the Contractor declares the Contractor's consent to the use of the Contractor's property rights in the event of justified substitute performance by the Principal or third parties commissioned by the Principal. The Principal can require advance payment from the Contractor for the expenses necessary to remedy the defect.
- 13.5 In the case of the return of defective goods, the Contractor shall bear the risk of loss and deterioration of the goods.
- 13.6 The Principal's claims due to defects are subject to a limitation period of thirty-six (36) months, calculated from the passing of risk (paragraph 10.1), unless a longer warranty period applies due to contractual provisions in individual cases or due to statutory provisions.
- 13.7 The claim for remedy of defects notified within the warranty period is subject to a limitation period of two (2) years, calculated from receipt of the notice of defects but not before expiry of the warranty periods according to the above paragraph. After acceptance of the rectification work, a limitation period of two (2) years shall begin again for that work, which shall not end, however, before expiry of the periods according to the above paragraph.
- 14. Product liability, indemnification, insurance coverage**
- 14.1 If a claim is asserted against the Principal by third parties in respect of product liability or according to other legal provisions due to a material defect or defect of title of a product delivered or used by the Contractor, the Contractor shall indemnify the Principal against such claims at first written request. Furthermore, the Principal is entitled to reimbursement of all expenses which the Principal has in particular in connection with product recalls conducted by the Principal for this reason. The Principal shall inform the Contractor in advance of the nature and scope of product recalls, insofar as this is possible and reasonable. Further legal claims shall remain reserved.
- 14.2 The same shall apply if product defects are attributable to deliveries/services of suppliers or subcontractors of the Contractor.
- 14.3 Subject to deviating agreements in individual cases, the Contractor must maintain liability insurance coverage with an insurance company with registered office in the European Union and a minimum coverage amount of EUR 10 million per damaging event for the duration of the contractual relationship, including warranty, guarantee and limitation periods. The Contractor must prove this to the Principal on request; lower coverage amounts must be agreed with the Principal in individual cases.
- 15. EU Chemicals Regulation REACH**
- 15.1 The Contractor is obliged to check whether the substances / mixtures / products used by the Contractor fall within the scope of the EU Chemicals Regulation REACH (hereinafter referred to as "REACH"). If and insofar as the scope of REACH is given, the Contractor shall ensure that all substances / mixtures / products within the Contractor's trade comply with the requirements of REACH and are registered or pre-registered. The Contractor is obliged to confirm to the Principal in writing the corresponding (pre-) registration and conformity of the substances / mixtures / products used by the Contractor with REACH.
- 15.2 Furthermore, the Contractor is obliged to provide all necessary information to the Principal, such as extended safety data sheets and/or chemical safety reports, for the purpose of coordinating work and the safe handling of such substances / mixtures / products which are covered by REACH. The Contractor shall bear responsibility for checking the plausibility of the information in the respective safety data sheet and the exposure scenarios as part of the hazard assessment and for taking appropriate protective measures. If the Contractor subcontracts deliveries/services, the Contractor shall be obliged to ensure that performance by the Contractor's downstream contractors (subcontractors) is REACH-compliant and to prove this to the Principal in a verifiable form.
- 16. Liability for environmental damage**
- The Contractor shall be liable for any damage arising in connection with the Contractor's deliveries/services due to infringement of environmental provisions (such as emission control laws, waste oil and water management laws, waste disposal laws and/or ordinances issued in this respect). In this context, the Contractor shall indemnify the Principal against any and all claims for damages by third parties at first written request. In addition, the Contractor shall make good the damage incurred by the Principal. Further legal claims shall remain unaffected.
- 17. Property rights**
- 17.1 The Contractor is responsible for ensuring that no third-party rights are infringed in connection with the Contractor's delivery or service.
- 17.2 If a claim is asserted against the Principal by a third party for infringement of property rights, the Contractor shall be obliged to indemnify the Principal against such claims at first written request.
- 17.3 The Contractor's obligation to indemnify shall apply to all expenses, costs or damages, which the Principal necessarily incurs from or in connection with the claim asserted by a third party, especially the costs of legal defence and administrative costs as well and all costs for obtaining a necessary replacement.
- 17.4 If the sale and/or use of the delivery item or service result is prohibited, the Contractor shall, at the Principal's option, either obtain the right of use at the Contractor's expense or, however, modify the delivery item or service result at the Contractor's expense in consultation with the Principal in such a way that the infringed property right is not affected.
- 18. Obligation of confidentiality**
- 18.1 The Contractor undertakes not to make any public statements or disclose or publish other information which is connected with this agreement and the information contained herein or to use purchase orders for reference and/or advertising purposes without the Principal's express written consent.
- 18.2 The Contractor undertakes to keep confidential with the required diligence any

business, commercial or technical information, documents and data of whatever kind, which the Contractor has received from the Principal for performance of the agreed deliveries/services as well as any trade and business secrets, operating methods, operating figures, drawings, sketches and images and other documents which become known in connection with the activities. They may neither be published, reproduced, nor made accessible to third parties without the Principal's consent and shall be kept with the due diligence of prudent commercial judgment. All documents shall be returned to the Principal or destroyed at the Principal's option immediately upon request. The above agreement concerning confidentiality and the use of information shall also survive termination of the supply relationship until the respective information or characteristic lawfully enters the public domain.

18.3 The obligation of confidentiality shall not apply to information, which is proved to be generally known, was already known to the recipient at the time of transmission, was transmitted to the recipient by a third party without infringement of an obligation of confidentiality or was independently developed by the recipient.

18.4 If the Contractor provides deliveries or services which are intended directly or indirectly for the Principal's customers, the Contractor undertakes vis-à-vis the Principal to conduct any communication - especially correspondence etc. - in connection with the provision/fulfilment of the contract for deliveries and services exclusively with the Principal.

## 19. Downstream contractors (subcontractors)

The use of downstream contractors (subcontractors) is only permitted with the Principal's express written consent. The Principal may refuse consent, however, only for objective reasons. An objective reason exists in particular if there are justified indications that the subcontractor does not have the qualifications required to perform the contract properly or does not appear suitable for other reasons to perform properly the tasks which are intended to be assigned to the subcontractor. The Contractor shall be liable for suppliers of the Contractor and other third parties (subcontractors) used by the Contractor in the performance of the commissioned delivery or service to the same extent as for own fault (Section 278 BGB). The Contractor is obliged to pass on contractual obligations and in particular safety requirements arising from these General T&Cs of Purchase to the Contractor's subcontractors.

## 20. Entering the company premises on foot or by car

The instructions of the responsible personnel on site are to be followed by the Contractor or third parties commissioned by the Contractor when entering the company premises of the Principal or the Principal's customers on foot or by car. Notification is to be given in due time before entering the company premises on foot or by car. Regulations of the StVO [German Road Traffic Regulations] and the StVZO [German Road Licensing Regulations] are to be complied with.

## 21. Adherence to provisions of labour law and social security law / Compliance

21.1 The Contractor is aware of the obligations of the relevant *Tariftrue- und Mindestlohnengesetze* [German Laws on Complying with Collective Agreements and Minimum Wage Laws] of the Federal Republic of Germany as well as the obligations under the German *Arbeitnehmer-Entsendegesetz* [German Law on the Posting of Workers] and *Arbeitnehmer-Überlassungsgesetz* [German Personnel Leasing Act] and the Contractor expressly declares that the Contractor and the Contractor's subcontractors/suppliers shall ensure full compliance with them, in particular the proper payment of the respectively applicable minimum wage and the minimum wage rates laid down in a collective agreement declared to be generally binding as well as the proper payment of total social security contributions.

21.2 At the Principal's request, the Contractor shall be obliged to provide evidence of compliance with the above-mentioned provisions by means of appropriate documents and records.

21.3 The Contractor shall indemnify the Principal and, if applicable, the Principal's main client against all financial claims and third-party claims, which are asserted against them due to a violation of the obligations pursuant to paragraph 21.1, especially with respect to liability claims pursuant to Section 13 *MiLoG* [German Minimum Wage Law], Section 14 *AEntG* [German Law on the Posting of Workers], Section 28 e (3 a - 3 f) *SGB IV* [German Social Code].

21.4 If the Contractor uses a downstream contractor (subcontractor) in the provision of services, the Contractor's assurance and obligation to indemnify pursuant to paragraph 21.1 - 21.3 above shall also extend to these downstream contractors (subcontractors). Paragraph 19 shall remain unaffected.

21.5 The Principal has declared the notion of compliance to be a key company value. The Principal expects the Contractor, therefore, to comply with all respectively applicable national and international statutory provisions within the scope of the Contractor's business activities for and with the Principal. This applies in particular to statutory requirements in relation to occupational health and safety and employee protection, compliance with human rights, prohibition of child labour, criminality of corruption, the granting of advantages and competition agreements of any kind and in relation to environmental protection etc. Furthermore, the Principal expects the Contractor to communicate these principles and requirements to the Contractor's subcontractors and suppliers and to encourage them to comply with these laws and principles as well.

## 22. Data protection

22.1 The parties are responsible for compliance with all relevant statutory data protection regulations, in particular the General Data Protection Regulation

(GDPR) and the *Bundesdatenschutzgesetz (BDSG)* [German Federal Data Protection Act] as well as for the lawfulness of the data transfer and data processing of personal data. The parties undertake to process reciprocally provided personal data exclusively in a lawful and transparent manner and exclusively for the provision of the deliveries and services according to the contract.

22.2 If the Contractor processes personal data on the basis of commissioned data processing within the scope of fulfilling contracts, the Contractor shall process personal data only within the scope of the performance owed under the contract or other written instructions and pursuant to data protection regulations. The Contractor shall determine the details of the commissioned data processing with the Principal in a separate "Data Processing Agreement" (DPA).

22.3 In addition, the Principal's privacy policy applies to customers, business partners and interested parties (B2B):

<https://spie.de/footer-dt/datenschutzhinweise-fuer-kunden-geschaeftpartner-und-interessenten>

## 23. Charter / Place of performance / Place of jurisdiction / Applicable law

23.1 When providing deliveries/services, the Contractor shall observe the "SPIE Supplier and Subcontractor Charter" and for the Contractor's part ensure that the Contractor's own employees, suppliers and subcontractors comply with it. The Supplier and Subcontractor Charter is available at [www.spie.de/charta](http://www.spie.de/charta) or is available on written request. The Contractor is obliged to meet the requirements of the *Lieferkettensorgfaltspflichtengesetz (LkSG)* [German Act on Corporate Due Diligence in Supply Chains] applicable to the Contractor. The Principal is entitled to verify compliance and require corresponding evidence from the Contractor.

23.2 Place of performance for all contractual obligations is the Principal's registered office, except in the case where an obligation to be performed at the place of the party providing performance is assumed.

23.3 The Principal is entitled at any time to transfer the rights and obligations hereunder in part or in their entirety to affiliated companies within the meaning of Sections 15 *et seq. AktG*.

23.4 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs of Purchase require the written form, this shall also be maintained by transmissions using telefax or email, digital/electronic signatures and signatures (e.g. DocuSign). The precedence of an individual agreement (Section 305b BGB) shall remain unaffected.

23.5 Any disputes shall be settled exclusively before a competent court of law at the location of the Principal's registered office. The Principal shall also be entitled, however, to bring an action against the Contractor at the Contractor's place of general jurisdiction.

23.6 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Contractor and the Principal, to the exclusion of the UN Sales Convention (CISG).

SPIE Germany Switzerland Austria GmbH