

In case a third party (hereinafter: "Supplier") delivers products and/or provides assembly work and services (hereinafter: "Deliveries and/or Services") to Dematic Group S.à r.l. or to any other entity or body corporate that is affiliated with Dematic Group S.à r.l. in the sense of section 15 AktG (German Corporation Act) (hereinafter collectively: "Dematic"), such Deliveries and/or Services are exclusively subject to the following terms and conditions (hereinafter: "GTCs"), unless from time to time agreed upon otherwise between the parties:

## 1. Conclusion of Contracts

- 1.1 Dematic is entitled to accept offers issued by Supplier within three weeks from their receipt, unless Supplier specifies a longer time period for its offer.
- 1.2 Prior to acceptance by Supplier, any purchase order (hereinafter: "Order") of Dematic shall not be binding and may be subject to modifications.
- 1.3 If Supplier's confirmation varies from the Order, Dematic is only bound thereby if it agrees to such variation in writing. In particular Dematic is subject to the general terms and conditions of the Supplier only insofar as such conform with the conditions of Dematic or if Dematic has agreed to such in writing. The acceptance of Deliveries and/or Services or the making of payments shall not imply acceptance of any conditions.
- 1.4 Modification or Amendments to the contracts shall only be binding if made or confirmed by Dematic in writing. All correspondence must be addressed to the purchasing department. Any agreement reached with any other department intended to vary agreed terms of the contract must be expressly confirmed by the purchasing department in writing in the form of a supplement to the contract.

## 2. Scope and Performance, Confidentiality

- 2.1 Unless otherwise stipulated in the Order, the Supplier shall supply a complete machine or plant together with all components and documentation necessary for its perfect operation (even if such components are not listed individually in the contractual documentation) in accordance with the qualities warranted by the Supplier. Supplier bears the risk that the Deliveries and/or Services meet all the requirements set forth in the Order and that acceptance of the deliveries and/or services is a precondition for any payment to be made by Dematic unless agreed upon otherwise between the parties in writing. The Supplier shall be responsible for verifying the data supplied by Dematic.
- 2.2 Dematic shall be entitled to modify the Deliveries and/or Services or to increase/reduce the scope of such Deliveries and/or Services.
- 2.3 The Supplier shall at its own costs install, maintain and subsequently remove the necessary supply line and terminals in accordance with the relevant technical regulations. Any approvals and admissions as well as the supply of all the machinery, equipment, scaffolding, lifting devices, site accommodation, etc. required for the performance of the contract should be delivered by the Supplier. Upon Suppliers request, Dematic will provide Supplier with the information necessary to render the Services when both parties have agreed on beforehand.
- 2.4 The Deliveries and/or Services shall be performed in a workmanlike and professional manner by Supplier having a level of skill in the area commensurate with the requirements of the Deliveries and/or Services to be performed and the applicable professional standards currently recognized by such profession, particularly the RoHS directive. Supplier shall fulfil its area of expertise and furthermore employ state of the art science and technology. While performing the Deliveries and/or Services, Supplier shall observe Dematic's instructions, particularly those concerning the protection of Confidential Information, (personal) data or relating to site- or IT-security.
- 2.5 If any supplementary work on an hourly rate basis is required, it shall only be performed on the express instruction of Dematic's local site management. The hours worked shall be recorded by the Supplier on Dematic's time sheets and submitted daily to Dematic's local site management for approval by countersignature; such approval shall relate exclusively to the number of hours worked.
- 2.6 Should the Supplier wish to draw on Deliveries and/or Services of subcontractors for the fulfilling its obligations, the Supplier shall

## General Conditions of Purchase

Production Material, Machinery and Plant  
including Assembly Work and Services

- obtain the written consent of Dematic before signing the relevant sub-contracts; Dematic shall not unreasonably refuse to give such consent. The Supplier shall continue to bear full responsibility for the performance of its obligations.
- 2.7 For each project Supplier shall nominate in writing a representative who is well experienced to give information and support for the performance of the project and who shall be in the position to take related decisions or specified in the contract.
  - 2.8 Dematic shall provide only Suppliers named representative with all information and instructions necessary to perform the work and shall not issue any instructions to others of Suppliers employees. Should Supplier require additional information, Supplier shall inform Dematic immediately.
  - 2.9 Supplier shall at Dematic's request and at any time:
    - a) report to Dematic the computing resources used;
    - b) give Dematic the opportunity to inspect all organisational and technical security measures concerning personal data, if the Supplier is in contact with such data;
    - c) report to Dematic in writing to a reasonable extent on the current status of the Deliveries and/or Services to be rendered;
    - d) allow Dematic to review all records concerning Deliveries and/or Services already rendered as well as Deliveries and/or Services to be rendered;
    - e) provide Dematic with the opportunity of meeting Supplier's employees working on the respective project for an exchange of information and experience.
  - 2.10 All information provided by Dematic to Supplier as well as any advice, data and information including but not limited to the results developed by Supplier under this Agreement (hereinafter referred to as "Confidential Information") shall be treated by Supplier as confidential and shall not be disclosed by Supplier to a third party or published without the prior written consent of Dematic. Supplier is prohibited to use any such Information for receiving Property Rights on it. Any Property Rights from such Information do only belong to Dematic. Supplier will limit the disclosure of Confidential Information to those of its employees who have a reasonable need to know that Confidential Information for the performance of the Deliveries and/or Services and who shall be bound to confidentiality by their employment agreements or otherwise. The obligation as per this item 2.10 shall survive any termination or completion of the Deliveries and/or Services, however, shall not apply to any Confidential Information which
    - a) supplier can demonstrate, is already in the public domain or becomes available to the public through no breach by Supplier of this item;
    - b) was rightfully in Supplier's possession without confidentiality obligation prior to receipt from Dematic as proved by Supplier's written records;
    - c) can be proved to have been rightfully received by Supplier from a third party without confidentiality obligation;
    - d) is independently developed by Supplier as provided by its written records
    - e) is required to be disclosed by law or the rules of any governmental organisation.
- ## 3. Transfer of Risk, Dispatch, Place of Performance, Reservation of title
- 3.1 For both either deliveries with installation or commissioning and for services as well as in cases of delivery without installation or commissioning, the transfer of risk occurs upon acceptance by Dematic.
  - 3.2 Immediately on receipt of the Deliveries, Dematic shall inspect all incoming goods and check whether they correspond to the quantity and type ordered and whether there is any outwardly visible signs of transport damage or externally visible defects.
  - 3.3 If Dematic discovers a defect during the abovementioned inspections it shall notify the Supplier of this. This shall also apply if Dematic discovers a defect at a later stage.
  - 3.4 Notifications of defects may be lodged within one month after delivery or performance of the service or, where the defects are first

noticed during working or processing or first use, within one month after they were first detected.

3.5 Dematic shall not be under any commitment to the Supplier to make any more extensive inspections and notifications than those specified above.

3.6 Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall be at the lowest cost insofar as Dematic has not requested a particular method of delivery. Any extra costs resulting from non-conformity with transport requirements shall be borne by the Supplier. Where the price is quoted free to recipient, Dematic may also determine the method of transportation. Any extra costs resulting from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier. Each delivery shall include a packing note or delivery note with details of the contents as well as a complete order number. Notice of dispatch shall be provided immediately with the same information. Please, contact Dematic ([transport.de@dematic.com](mailto:transport.de@dematic.com)) for any further details.

3.7 Unless agreed otherwise place of fulfilment is at Dematic site.

3.8 Dematic reserves title to all provided goods by Dematic. Any of such goods have to be returned by Supplier to Dematic either upon request by Dematic or after completion or termination the respective work unless the parties have agreed otherwise.

#### 4. Work on Dematic's Work Premises

4.1 Supplier's access to Dematic sites, networks and computing facilities require Dematic's prior written consent. Any such access may be used only for the purpose of performing the Deliveries and/or Services. Supplier shall comply with all Dematic security and access requirements and shall request to be informed of the current version of such requirements before such access is being granted. Supplier shall avoid and take all reasonable steps to avoid any close integration of its employees or subcontractors into the Dematic organization and daily work processes.

4.2 In as much as Supplier has access to data of personal are in connection with its Deliveries and/or Services, Supplier shall observe the applicable data protection laws and shall enable Dematic to obtain information and reports about the Supplier's compliance with these requirements at no additional cost. In case Supplier processes data of personal nature for Dematic as part of the Deliveries and/or Services, Dematic may request from Supplier to stipulate a separate written agreement on the processing of data of such personal nature.

4.3 Applicable law requires Dematic to certify security of Dematic data (with or without personal) and the Dematic IT-processes. Supplier shall upon Dematic's request and without additional costs to Dematic provide Dematic with information and reports demonstrating that Supplier has controls and safeguards in place designed to achieve the applicable requirements and objectives.

4.4 Supplier shall impose obligations according to this section upon its employees and upon those subcontractors or third parties who are involved in the performance of the Services as per section 2.6 of these GTCs.

4.5 When performing work on Dematic's work premises the Supplier must use its best endeavours to avoid any disruption of Dematic's operations or the operations of any third parties.

4.6 Any work performed by the Supplier shall be coordinated with Dematic's responsible technical project manager.

4.7 Prior to the commencement of assembly and/or installation work the Supplier shall take charge of and examine the site as well as all foundations, terminals, demarcations, etc. which are relevant to the Supplier's work.

4.8 In performing the work the Supplier shall be under an obligation to exercise special care with regard to environmentally hazardous substances. If while performing the work any harmful substances are released, found or suspected, the Supplier shall immediately inform Dematic.

4.9 During the construction period the local site management set up by Dematic shall have authority to give instructions on the site.

## General Conditions of Purchase

Production Material, Machinery and Plant  
including Assembly Work and Services

Instructions given by other departments of Dematic shall only be followed after consultation with the site management.

4.10 The Supplier shall have a qualified and experienced supervisor on the site and confer the necessary authorities to him. His replacement shall be subject to Dematic's written approval. The Supplier shall not unreasonably refuse to allow its supervisor to be replaced should this be requested by Dematic.

4.11 The Supplier shall submit to the local site management set up by Dematic a list with the names of all staff who are intended to be assigned to Dematic's works premises, which list must be up to date at all times. At Dematic's request the Supplier shall prove that the statutory social insurance cover for all such persons exists.

4.12 Where Dematic has good reasons for doing so, persons assigned by the Supplier may be denied access to Dematic's works premises.

4.13 The Supplier shall ensure that all of its staff follow Dematic's instructions for the maintenance of order and security, and submit to the customary control procedures.

4.14 All objects brought onto Dematic's premises shall be subject to works control. A list of these objects shall be initialled by and deposited with Dematic's technical project manager before transportation to and removal from the works premises. The Supplier and its subcontractors shall clearly and permanently mark their tools, devices and installation equipment with their names or trade names before bringing them onto the works premises. Wagons and other means of transportation shall only be cleared during office hours.

#### 5. Remuneration, Invoicing and Payment Terms

5.1 The type of pricing and type of effort (e.g. fixed price, time and expenses) will be specified in the Order.

5.2 For services, which are remunerated on time and expense basis, only such working hours shall be compensated for as is documented on Supplier's monthly activity sheets, or via other documentation as may be specified in the Order, and countersigned by Dematic's project manager or his representative. Overtime (defined as working hours in excess of eight (8) hours per week day) requires prior written permission of Dematic. Specific charges, e.g. for work on Sundays or public holidays shall not be compensated. Travel time resulting from journeys by a supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time.

5.3 Payment has to be made within 45 days net less two (2) percent discount, or within 90 days net after fulfilment Deliveries and/or Services, acceptance and receipt of written invoice, whichever occurs later.

5.4 If the Supplier is required to provide material tests, inspection logs, quality or other documents, the Deliveries and/or Services shall only be deemed complete if the above have also been accepted.

5.5 The payment shall be deemed overdue only if Dematic does not pay in response to a payment demand notice received after payment has become due.

5.6 Payments do not constitute a recognition that any delivery or service is in accordance with the contract.

5.7 The remuneration agreed upon in the Order covers all Deliveries and/or Services to be rendered by Supplier according to the Order.

5.8 Any prices any charges include all taxes, customs duties or other charges levied against the prices or charges by governmental authorities unless otherwise specified in an Order.

5.9 Dematic shall not be required to pay for travel and accommodation expenses to the Supplier, unless such expenses agreed upon by Dematic in writing and conform to Dematic's current corporate travel guidelines. The invoices shall list travel/accommodation expenses separately when applicable.

5.10 Invoices shall indicate the Order reference and the numbers of every single item. Invoices shall not be payable until this information is complete. Copies of invoices shall be marked as such.

**6. Termination of Contract**

6.1 Dematic may, in its sole discretion, terminate each contract for the performance of a continuing obligation at any time in whole or in part upon at least five days prior notice to Supplier, even if the Order specifies a certain term.

6.2 Dematic shall remunerate only those efforts of Supplier that were made until the termination becomes effective.

**7. Rights to the Results**

7.1 All ideas, inventions, innovations, improvements, know-how, materials, works, writings, notes, reports, publications and information collected, assembled, conceived, authored, created, suggested, originated, developed, constructed, rendered or provided by Supplier as a result of or in the course of Supplier's Deliveries and/or Services (hereinafter referred to as "Results") shall be or become the sole property of Dematic at the moment the Result is being created. Supplier explicitly acknowledges that all copyrightable materials written, developed, produced, or which otherwise arise out of the Services performed by the Supplier under this Agreement shall be owned by Dematic. Supplier hereby transfers and assigns to Dematic all right, title and interest in and to the same. If the Results consist of copyright and if for legal reasons Supplier can no become the owner of such copyright, Supplier shall grant to Dematic the unrestricted, exclusive, transferable right of use with the right to sublicense. This includes all fields of use, for example without limiting the generality of the foregoing, publication, distribution, translation, transformation, amendments. If and to the extent the Results make use of pre-existing information of the Supplier including but not limited to any kind of intellectual property rights such as patents, patent applications or copyrights (hereinafter referred to as "Background Information"), the Supplier herewith grants to Dematic the non-exclusive, perpetual, fully-paid up license to use and sublicense Background Information in any way it wants.

7.2 Results shall be delivered by Supplier upon request of Dematic or upon completion or termination of Deliveries and/or Services.

7.3 Supplier shall stipulate in all contracts with its employees that the rights as stated in 7.1 and 7.2 belong exclusively and without any limit in time to Dematic. Supplier shall impose such obligations upon any subcontractor or other third party participating in performing the Deliveries and/or Services as per item 2.6 of these GTCs.

**8. Certificates of Origin, Proof of Turnover Tax, Export Restrictions**

8.1 The Supplier shall promptly make available any certificates of origin, customs tariff, preferences for duty exemptions requested by Dematic with all the necessary details completed and properly signed. This also applies to documents relevant to matters of turnover tax where Deliveries and/or Services are made within the EU or from a foreign country.

8.2 The Supplier shall forthwith inform Dematic if the goods to be delivered are partly or wholly subject to export restrictions under German or any other law.

**9. Term, Penalty for Breach**

9.1 For the purpose of calculating the timeliness of delivery or performance the relevant point in time is the date of receipt by Dematic at the designated place of receipt and for the calculation of the timeliness of deliveries with installation or commissioning as well as services the relevant point in time shall be that of acceptance.

9.2 Where any delay in delivery or performance can be anticipated Dematic shall be notified immediately in order to determine its decision.

9.3 In the event that any agreed deadline is not met for reasons for which the Supplier is responsible, Dematic may charge a penalty for each commenced working day of delay amounting to 1% but not exceeding a total of 10% of the total contract price.

In the event that the respective reservation of rights is not given at the time of acceptance of the delivery, services or performance, the penalty may be claimed up to the date of the final payment.

9.4 Any further rights and statutory claims of Dematic remain unaffected.

**10. Demonstration of performance and acceptance**

10.1 In the case of deliveries both including and excluding assembly or installation, Deliveries and/or Services shall be subject to formal acceptance by Dematic. Dematic's inspection duties shall be fulfilled by performing the acceptance inspection. Following provision of the Deliveries and/or Services Dematic shall declare readiness for acceptance in writing and request that a date be specified for the acceptance test. The acceptance inspection shall be conducted immediately and, in the case of machines and systems requiring a prior trial run, within a period specified by the Supplier commencing at the earliest 4 weeks but no later than 3 months after the trial period has begun. Where feasible, the machine or system may also be used for production purposes during the trial run.

Test related costs incurred during the acceptance inspection shall be borne by the Supplier. The Supplier and Dematic shall each bear their own, respective personnel costs incurred during the acceptance inspection.

10.2 Should it become apparent during the acceptance test that the Deliveries and/or Services have not been produced or performed in conformity with the contract, the Supplier shall take immediate steps to ensure that such Deliveries and/or Services comply with contractual requirements. If a trial run is agreed, the trial period shall recommence following the rectification of defects. Any costs incurred as a result of a repeat acceptance test shall be borne by the Supplier.

10.3 In the event that defects are detected which neither impinge upon the performance or function of this machine or system nor have an influence on the safety and health of personnel, the Deliveries and/or Services may be accepted subject to the proviso that such defects are rectified immediately. An appropriate amount shall be deducted from the remaining payment and withheld pending rectification. Acceptance is contingent in all cases on the compliance of the machine or system with the EC Machinery Directive (9. GSGV, German Equipment Safety Legislation).

10.4 Acceptance shall be confirmed to the Supplier in Dematic's acceptance certificate.

**11. Warranty**

11.1 The Supplier warrants that its deliveries and performance are free from defects as to quality and defects of title for a period of three years unless the law requires a longer period. Such warranty period shall commence with the transfer of risk (Section 3.1). In case of delivery to places at which Dematic is completing performance outside of its premises or workshops, the warranty period shall commence with the acceptance by the customer, but in no case later than one year after the transfer of risk.

11.2 In the event a deficiency is detected before or at the time of transfer of risk or during the period named in Section 11.1 above the Supplier shall at its own cost and at the discretion of Dematic either rectify the deficiency or provide substitute delivery or performance. This shall also apply to any deliveries subject to inspection by sample tests. The discretion of Dematic shall be exercised fairly and reasonably.

11.3 In the event that the Supplier fails to rectify any deficiency within a reasonable time period set by Dematic,

a) Dematic may cancel the contract in whole or in part without being subject to any liability for damages; or demand a reduction of price; or undertake itself any rectification or substitute performance at the cost of the Supplier or arrange for such to be done; and

b) claim damages in lieu of performance.

11.4 Any rectification may take place without a further deadline being set and at the cost of the Supplier if delivery is after the original deadline.

11.5 The same shall apply if Dematic has a particularly strong interest in immediate rectification in order to avoid its own liability for delay or for other reasons of urgency.

11.6 The above named claims shall extinguish one year after notification of any deficiency but in no case before the expiry of the time limitations named in Section 11.1.

11.7 Additional or statutory rights are not affected hereby.

11.8 Insofar as the Supplier provides substitute performance or repairs, the periods named in 11.1 shall start to run once again.

11.9 The Supplier shall bear the costs and the risk related to the return of deficient goods.

11.10 Any item identified in the Order as a Dematic provided item shall be deemed to be "as is" without any warranty and Supplier shall not rely on it. However, a reasonably time extension shall be granted to Supplier, if Supplier's delay is attributable to the Dematic provided item.

## 12. Infringement of Industrial and Intellectual Property rights

12.1 The Supplier guarantees that no intellectual property rights including copyrights prevent any use in terms of this contract. If the Deliveries and/or Services and/or Result or any part thereof contain any such third party intellectual property rights, confidential information or trade secrets at any time during the term specified above, Supplier shall indemnify and hold Dematic harmless from any claims related to a third party claim based on the infringement of any such third party intellectual proprietary rights, confidential information or trade secret.

12.2 Supplier will guarantee in writing that he has checked the actual status of Property Rights according to § 139 Patent Law. Dematic can demand at any time a written proof that Supplier has checked the actual situation of Property Rights.

## 13. Drawings and other Documents, Tools

13.1 Prior to manufacturing the machine or plant the content of all drawings shall be discussed with Dematic. After completion of the work, and no later than on the date of acceptance, the Supplier shall hand over to Dematic all drawings and calculations reflecting the state of the machine or plant as built and other technical documents concerning the goods supplied and the services performed by the Supplier in such number and form as Dematic requires. They shall be updated as soon as the Supplier carries out any subsequent changes. Dematic or third parties shall be entitled to use the drawings and other documents free of charge for the purpose of maintenance, modifications or the manufacture of spare parts.

13.2 Dematic's consent to drawings, calculations or other technical documents shall be without prejudice to the Supplier's responsibility for the proper performance of its contractual obligations. Unless the Supplier objects in writing, this also applies in respect of any proposals and recommendations of Dematic and any modifications discussed between the Supplier and Dematic.

## 14. Material in Support

14.1 Any material provided as support remains the property of Dematic and is to be stored, labeled and administered separately. The use of such is limited to the orders of Dematic. In the event of any reduction in value or loss the Supplier shall provide a replacement. This shall also apply to material provided for and on the supplier's account for a specific job.

14.2 Any processing or transformation of the material shall be for Dematic. Dematic shall be the immediate owner of the new or transformed object. In the event that such is not possible for legal reasons Dematic and Supplier agree that Dematic shall be the owner of the new goods at all times during any processing or transformation. The Supplier shall keep the new object safe for Dematic at no extra cost and exercise the duty of care of a merchant.

## 15. Tools, Patterns, Samples, etc.

Any tools, patterns, samples, models, profiles, drawings, standard sheets, printing templates and materials made available by Dematic as well as any materials derived there from shall not be made available to any third party nor used for any other purpose than those agreed between the parties except with the prior written consent of Dematic. Such materials shall be protected against unauthorized access or use. In addition to any further rights Dematic may demand that such materials be returned if the Supplier breaches these duties.

## 16. Spare parts and inventory availability

16.1 The Supplier shall continue to supply spare parts on reasonable terms and conditions during the standard period of use for its Deliveries and/or Services, which period shall be at least 10 years subsequent to final provision of the delivery item.

## General Conditions of Purchase

Production Material, Machinery and Plant including Assembly Work and Services

16.2 Should the Supplier discontinue deliveries of spare parts after the period referred to in Section 16.1 has expired, Dematic shall be granted the opportunity to place a final Order.

## 17. Assignment of claims

Any assignment of claim is only allowed with the prior written approval of Dematic which shall not be unreasonably withheld.

## 18. Special Right of Termination

In the event that the Supplier ceases to perform, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, Dematic may cancel the contract in part or in whole. In case of cancellation Dematic may use existing facilities or Deliveries and/or Services of the Supplier already performed and provide reasonable payment for such.

## 19. Retention/Offsetting

The supplier may only exercise any right of retention or offsetting, if and to the extent its counterclaims are not disputed by Dematic or are finally awarded by a court of competent jurisdiction. The right of retention has to be notified in writing at least ten days in advance.

## 20. Business Conduct and Ethics

20.1 As Dematic's business partner, Supplier is obliged to comply with all applicable laws, relevant legal regulations (including the US Foreign Corrupt Practices Act, the UK Bribery Act of 2010) and the applicable KION Supplier Principles (available at [www.kiongroup.com/compliance](http://www.kiongroup.com/compliance)). Supplier further agrees not to receive, give or take any unlawful or unethical commissions, payments, kickbacks, lavish or extensive entertainment or gifts or other things of value exceeding acceptable thresholds to or from any employee or agent of customers in connection with any sales lead or potential sales lead under this Agreement ("Improper Payments") and acknowledges that the giving or receiving of Improper Payments may result in the cancellation of this Agreement and may lead to claims for any and all damages arising thereof. Supplier shall immediately notify Dematic in the event Supplier becomes aware of any requests for or Improper Payments made. In the event Supplier is entitled to receive commissions or finders fees from Dematic, Supplier agrees Supplier must first provide Dematic with proof of the services actually performed before Dematic shall be required to pay Supplier such commissions or finders fees. Supplier will accurately maintain, and require all its subcontractors to accurately maintain, all necessary records, including but not limited to financial records, to verify its compliance with this Section for a term of seven (7) years following the date of the Order or for such longer period as may be required by law. Seller will comply with all applicable laws regarding basic working conditions and human rights and will not employ children, prison labor, indentured labor, bonded labor, involuntary labor, or forced labor, or use corporal punishment or other forms of mental and physical coercion in its labor practices. Seller shall pay a remuneration which is appropriate to national industry standards and in accordance with applicable national wage legislation or applicable collective agreements. Supplier agrees Dematic to may audit Supplier's compliance with this Section and all applicable laws. Supplier agrees it will provide Dematic access to its books and records and access to Supplier's facilities to conduct such audits upon reasonable notice to Supplier. In the event of Supplier's violation of this Section or any applicable laws, Dematic shall have the right to immediately terminate this Agreement and Supplier shall immediately indemnify Dematic for all costs incurred.

## 21. Miscellaneous

21.1 None of the rights and remedies granted to Dematic under these GTCs shall be exclusive and prevent Dematic from rights and remedies granted under governing law.

21.2 Additions and amendments to any contract concluded under these GTCs shall only be valid if made in writing and duly signed by the parties. The requirement of the written form itself can only be waived in writing.

21.3 If any provision of these GTCs or any contract concluded hereunder is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The parties undertake to replace the invalid provision or parts thereof by a

new provision which will meet as closely as possible the economic effect intended by the parties at the time of the execution of the related contract.

**22. Governing Law and Place of Jurisdiction**

22.1 These GTCs and any contract concluded hereunder shall be subject to and construed according to the substantive law in force in Germany without references to its conflict of laws provisions. The application of the United Nations Convention on Contracts for International Sale of Goods of April 11, 1980 shall be excluded.

22.2 Exclusive place of jurisdiction shall be Frankfurt/Main, Germany.