

General Conditions of Purchase of the FOLBB Group Effective from 1 September 2024

1. Scope

1.1 These General Conditions of Purchase shall apply to any and all contracts relating to deliveries of goods and the provision of other services of whichever nature concluded with any of the companies of the FOLBB Group as purchaser, unless expressly agreed otherwise between the contracting parties.

1.2 Hereinafter, the respective group company in the name and for the account of which the offer is accepted (in cases where an offer has been made by the supplier) or the order is placed shall be referred to as "FOLBB".

1.3 These General Conditions of Purchase shall constitute the exclusive legal basis for any and all deliveries made and services provided to FOLBB. The applicability of any other terms and conditions of any supplier, in particular any general terms and conditions of business (e.g. set out on delivery notes, invoices or order confirmations), shall be excluded. These General Conditions of Purchase shall also apply to ancillary contractual services, e.g. the provision of information and advice, and to any and all amendments to the contract. In any instance not provided for by these General Conditions of Purchase the respective statutory provisions shall apply exclusively.

2. Contracting parties

2.1 The contract shall be deemed to be concluded between FOLBB and the supplier the offer of which has been accepted by FOLBB by acceptance of offer or with which FOLBB has placed the order and which confirmed the same by way of a confirmation of order.

3. Requests, duty to warn

3.1 Supplier will immediately check any specifications and materials or auxiliary items provided for by FOLBB for the supply of goods or rendering of services and will immediately inform FOLBB about all defects or concerns, which are recognizable to it when applying reasonable diligence.

3.2 Supplier shall immediately inform FOLBB about any eventual defects of the goods and concerns about their suitability for the agreed use, which are recognizable to the supplier when applying reasonable diligence and professional standards.

4. Price information, offers by the supplier, correspondence

4.1 The supplier shall be bound by its offer and the details set out therein, in particular in respect of price, availability and/or delivery period, for the entire period for acceptance set out in the offer or, if no period for acceptance is indicated, in any event for a

period of 60 days from receipt of the offer by FOLBB, and the supplier shall not have the right to unilaterally alter such issues.

4.2 Price information, offers, quotations and similar shall be provided by the supplier free of charge, irrespectively of any preparatory work that may be required in this context.

4.3 FOLBB shall have the right to stipulate specific requirements in respect of offer and contract documents, in particular as to form, type, scope and contents, and the supplier shall ensure compliance therewith.

4.4 All business correspondence shall be conducted exclusively with the purchasing department of FOLBB. The correspondence shall be exclusively in German, English or the relevant national language of FOLBB.

4.5 Supplier shall indicate the order reference (order number) and the order position of FOLBB as well as the respective material identification number (if provided by FOLBB) of FOLBB on all documents intended for FOLBB, such as bills of freight, wagon labels, railway boxes, parcel post certificates, dispatch notes, delivery notes, packing slips, invoices, notifications of change or similar, and on all correspondence; the supplier shall be liable for any disadvantage suffered by FOLBB as a result of any noncompliance with the aforesaid requirement.

5. Acceptance of offer and countersignature by MM for supplier's offers, order by MM and confirmation of order by the supplier

5.1 A contract binding on FOLBB shall be concluded through the written acceptance of offer by FOLBB of the supplier's offer.

6. Prices, terms of payment

6.1 The prices shall apply according to the terms and conditions of delivery set out in the acceptance of offer and in the order respectively, plus the respectively applicable VAT.

6.2 All payments shall be made in accordance with the terms of payment set out in the acceptance of offer and in the order respectively. If no such terms are indicated payments shall be effected within 30 days deducting a discount of 3 %.

6.3 The period of time allowed for payment shall commence on the date on which the latest of the following events occurs:

- receipt by FOLBB of an invoice in accordance with the provisions in secs. 6 and 7;

- the agreed date of delivery;
- the actual date of delivery; or
- the passing of risk.

6.4 In respect of partial invoices FOLBB shall be entitled to deduct the discount even if the applicable requirements (sec. 6.2) are not met in respect to other partial invoices referring to the same delivery.

6.5 Any payments on account or advance payments by FOLBB will only be made subject to the provision by the supplier of an unconditional irrevocable and directly enforceable bank guarantee which is issued by a renowned European credit institution rated by Moody's, Standard & Poors etc. with a minimum of A. and can be called on without giving a reason.

6.6 FOLBB shall be entitled to - in its discretion - pay via bank transfer, in cash or by cheque, in each case in lieu of payment.

6.7 The payment deadline shall be deemed to have been met if the order for the transfer of the amount owed is made within the payment deadline.

6.8 In the event of a default in payment, default interest at a rate of 5 % shall apply.

7. Invoicing

7.1 Unless agreed otherwise in the acceptance of offer or in the order respectively, invoices shall be issued at the start of the month following the respective delivery. This shall also apply to multiple deliveries (monthly summary invoice). Invoices shall comply with the applicable requirements under tax law, shall be forwarded to the billing address set out in the acceptance of offer and in the order respectively, and shall include FOLBB's order reference.

8. Period of delivery

8.1 The period of delivery or performance set out in FOLBB's order or acceptance of offer shall be binding and shall commence upon receipt by the supplier of the order or acceptance of offer. If no such period has been agreed the delivery or performance shall be effected immediately.

8.2 In the event a delay appears likely to occur supplier shall inform FOLBB immediately, indicating the cause and the expected duration of the delay.

8.3 A delivery or performance before the agreed date shall be permitted only upon FOLBB's express approval. FOLBB shall not suffer any disadvantage as a result of such a delivery or performance; in particular, the period of time allowed for payment (sec. 6.3) shall not commence before the agreed date of delivery.

8.4 The supplier shall not have the right to withhold or cease performance.

9. Delivery, shipment, place of performance, passing of risk and cost

9.1 The performance of deliveries or services and the shipment of goods, including the passing of cost and risk, shall be in accordance with the agreed terms and conditions of delivery. Unless any other terms and conditions of delivery have been agreed, deliveries shall be made DDP (duty delivery paid) pursuant

to INCOTERMS 2020 to the place of performance designated by FOLBB. Therefore, unless any other contractual provisions have been agreed, the supplier shall bear the risk and the cost of shipment.

9.2 The place of performance shall be the delivery address indicated by FOLBB and the place where the services are to be performed respectively.

9.3 FOLBB refuses acceptance of COD shipments; any return shipment shall be at the expense and risk of the supplier, which shall be deemed to be in default.

9.4 All necessary and, depending on the type of shipping, customary shipping documents and a separate delivery note for each order number shall be enclosed with the goods shipment. In addition, FOLBB shall have the right to stipulate further specific requirements as to the scope and contents of the goods and shipping documentation, which must be complied with at all times. To the maximum extent permitted by law the signing by FOLBB of any bills of freight or other shipping documents shall be subject to the proviso of an inspection – which may also be carried out at a later time – of the contents of the goods shipment as to defects in quantity and quality.

9.5 Unless any specific type of shipping is expressly agreed or is mandatory, the supplier shall choose the safest type of transport involving the smallest risk of damage to or loss of the goods. If several types of transport offering the same degree of transport safety are available, supplier shall choose the fastest type of transport.

9.6 Partial deliveries shall be permitted only upon separate agreement. Over or under deliveries shall not be permitted.

9.7 The supplier shall be responsible and liable for ensuring that the goods are labelled correctly and in accordance with the applicable regulations and that all transport, packaging and other requirements are complied with.

9.8 The supplier shall ensure full and timely compliance with all ancillary duties, e.g. the provision of the required test certificates, descriptions, operating instructions, etc.

9.9 If the delivery includes technical devices and equipment the supplier shall on its own costs train the staff of FOLBB in charge in operating the same and handling these devices and equipment. The supplier shall therefore take into account the relevant costs when stipulating the price for the delivery. If the delivered devices and equipment need to be assembled by a third party the required assembly diagrams (including all connections, the design of the base, if any, etc.) shall be enclosed.

9.10 Upon delivery, labels in the national language of FOLBB and in English shall be attached; unless agreed otherwise in any individual case, the aforesaid shall also apply to operating instructions and requirements.

9.11 The title in the goods is transferred to FOLBB at the time of receipt of delivery. FOLBB processes the goods exclusively for own purposes and not for the supplier.

9.12 The delivered goods shall be handed over to the employees of FOLBB authorized to receive the goods or, if applicable, to a third party designated by FOLBB at the place of performance.

9.13 The acceptance of goods is only possible during FOLBB's business hours (Mondays to Thursdays between 06:00 and 14:00 hours, Fridays between 6:00 and 12:00 hours, unless indicated otherwise in any individual case). The supplier shall bear, and shall fully indemnify FOLBB for, any additional costs incurred as a result of a delivery outside these business hours.

9.14 The provision, if any, by FOLBB of staff and/or equipment for unloading shall be at the supplier's sole risk and expense.

10. Packaging, hazardous waste

10.1 Unless agreed otherwise in the contract, the goods shall be packaged as is customary in the trade, in a suitable and sufficient manner and so as to ensure adequate protection of the goods. The supplier shall in any case be liable for any damage caused by defective or unsuitable packaging, irrespective of the terms and conditions of delivery agreed in any individual case.

10.2 The cost of packaging in accordance with the contractual provisions shall be borne by the supplier. If it is agreed specifically in any individual case that FOLBB shall bear the cost of packaging, the supplier shall only charge the cost price and shall indicate the same separately on the invoice.

10.3 If there is a mandatory dispensation or contribution system in connection with the disposal and recovery of waste, the supplier agrees to take care of such dispensation or payment of contributions in respect of the packaging materials and packaging aids (e.g. cardboard boxes, pallets, padding, labels, etc.) used by the supplier, and delivered to FOLBB, in connection with the delivery or performance, and to include all relevant costs in the price agreed for the delivery or performance. Upon request the supplier shall, if possible, provide evidence to FOLBB of the dispensation or payment of contributions or include a relevant reference in the delivery documents.

10.4 Supplier will dispose on its own expense and risk packaging materials, shipping containers and similar items, as well as all items subject to the delivery or performance and/or their residue which, after having been used for the intended purpose, are to be classified as hazardous waste (i.e. waste materials for which the law requires that, due to their hazardous nature, they must be disposed of in accordance with specific waste disposal requirements; these materials shall include in particular "hazardous waste" within the meaning of Council Directive 2008/98/EC on hazardous waste) . If the supplier fails to comply with any of these duties FOLBB shall have the right to have such disposal carried out by third parties at the supplier's risk and expense.

11. Default, rescission, contractual penalty

11.1 In the event of a default in delivery or performance FOLBB shall, notwithstanding any further claims, have the right to rescind the contract following the granting of a reasonable grace period. In case of doubt a period of 14 days shall be considered reasonable. FOLBB shall also have the right instead of rescinding the contract to demand performance of the contract.

11.2 In the event of a default FOLBB shall further be entitled to demand, in addition to delayed performance of the contract, the payment of a contractual penalty (also irrespective of fault) in the amount of 1% of the total contract value for each full week's delay, up to a maximum amount of 10%. The aforesaid shall not affect the right of FOLBB to raise claims based on any damage exceeding the amount of the contractual penalty.

12. Force majeure

12.1 Supplier will immediately inform FOLBB in the event of a case of force majeure. In this context, force majeure is deemed to be an event outside the enterprise, which is caused externally by elementary force of nature or by actions of third parties, which according to reasonable insight and experience was unforeseeable, and which cannot by reasonable economic measures, also not by applying the highest standard of diligence to be expected in such situation be avoided or made harmless and which due to its lacking frequency has to be accepted by the enterprise.

12.2 The Parties agree upon that the objectively foreseeable effects of a pandemic such as the COVID 19 pandemic do not hinder the performance of this agreement and that this does not entitle the parties to demand adaptation or the right to refuse performance. However, supplier is entitled to partially or entirely suspend the rendering of the contractually owed services for a transitional period in time, if the rendering of the services becomes impossible due to executive orders which intend the spreading of pandemics, such as the COVID 19 pandemic. Supplier has to indicate the occurrence of such a case in writing to FOLBB and bears the burden of proof in case of litigation. The aforesaid applies respectively in case of a limitation or disruption of service over a period of more than one month.

13. Warranty

13.1 The supplier expressly warrants that the goods and/or performance of services shall be in conformity with the contractually agreed quality and quantity and meet any and all expressly required properties, characteristics and specifications. The goods delivered or services performed shall be suitable for the intended use by FOLBB as stipulated in the contract. In the case of deliveries of cardboard and/or paper/print materials the supplier in particular guarantees the runnability of the delivered cardboard and/or paper/print materials on the machines used by FOLBB.

13.2 In the absence of an explicit contractual agreement stipulating a specific quality of the goods and/or services, the supplier shall provide the highest quality available on the market. The goods and/or services shall in any case meet the properties, characteristics and specifications to be customarily expected from comparable goods or services and shall be suitable for the use customarily stipulated for the same. In any case, the goods and/or services shall be in compliance with acknowledged scientific standards, the state of the art of technology, the applicable requirements in respect of employee protection, safety engineering, the transport of dangerous goods, the treatment of hazardous waste, and the applicable requirements for storage and operation.

13.3 Any noncompliance of the goods or services with the warranties undertaken by the supplier in accordance with sec. 13.1 or 13.2 shall constitute a defect.

13.4 Sect. 377, 381 para. 2 of the German commercial code (HGB) do not apply. FOLBB shall check the goods or services for defects within a reasonable period after they have been handed over. If an inspection of random samples shows that part of the goods or services is defective, acceptance of the entire delivery or performance may be refused.

13.5 The supplier shall be liable for the goods or services to be free from defects irrespective of fault and for the entire warranty period. The supplier shall therefore be liable irrespective of

whether the defect already exists at the time the goods and/or services are handed over or occurs at a later time during the warranty period.

13.6 The warranty period be 24 months and shall commence upon, respectively, the handing over of the goods and/or services and the acceptance of the performance by FOLBB. In the event the supplier attempts to correct the defect the said period shall recommence.

13.7 If the goods and/or services are defective MM shall have the right in its sole discretion to demand from the supplier either the correction of the defect (free place of use) or a replacement and new delivery of goods and/or performance of services free from defects.

13.8 In the event neither a correction nor a replacement is possible, or the supplier refuses to effect such a correction or replacement or fails to effect it within a reasonable grace period, or such a correction or replacement causes considerable inconvenience to FOLBB or is unacceptable for FOLBB for objective reasons, FOLBB shall be entitled to a price reduction. If the relevant defect is other than a minor defect, FOLBB shall have the right, to alternatively rescind the contract. If an inspection of the goods delivered and/or services performed reveals a defect attributable to the supplier, the supplier shall in any case be obliged to reimburse the cost of the inspection. This shall also apply in respect of the cost of any assembly and/or disassembly incurred as a result of the defect.

13.9 If the supplier is in default in removing the defect, FOLBB shall also be entitled to have a substitute performance carried out at the supplier's expense and risk without giving prior notice. FOLBB shall be fully indemnified for the cost of such a substitute performance also if it exceeds the cost that would have been incurred if the supplier had removed the defect.

13.10 In respect of defects in title, and within the framework of the right to correction, the supplier shall if any goods delivered and/or services performed by the supplier or any part thereof should be subject to a third party's infringement claim either shall ensure that FOLBB obtains the right to continue using the relevant goods and/or services, or shall replace or modify such goods and/or services in a way to ensure that the third party's rights are no longer infringed.

13.11 FOLBB shall moreover be entitled without limitation to any and all claims (in particular warranty claims and claims for damages) out of material defects and defects in title to the extent provided by law.

13.12 The supplier is obliged to inform FOLBB in detail about any and all requirements regarding the handling or storage of the goods delivered and/or services performed, unless the relevant details are self-evident or are already known from the previously existing business relationship.

14. Damages, product liability, liability insurance

14.1 In addition to the claims out of the contractual warranties pursuant to sec. 13 and the statutory warranty, FOLBB's right to claim damages based on a defect in delivery or performance shall be expressly reserved.

14.2 The supplier shall be fully liable for any damage suffered by FOLBB (i.e. in particular for lost profits, lost income, the cost of product recalls, loss of reputation and other consequential

damage caused by a defect and/or property damage) even in cases of slight negligence.

14.3 The supplier shall be liable for any agents employed by it in the performance of the contract (e.g. subcontractors or sub-suppliers) and any fault attributable to such agents to the same extent as for the supplier's own conduct.

14.4 FOLBB shall bear the burden of proof only as to the existence of a damage and causality. The burden of proof as to the absence of fault on the supplier's part shall be on the supplier.

14.5 In respect of the goods delivered and/or services performed the supplier shall indemnify FOLBB against any and all product liability claims raised by third parties and shall in particular indemnify FOLBB for any and all costs incurred in connection with the defence against eventual product liability claims, with carrying out or cooperating in product recalls or with indemnifying third parties. In this regard the supplier shall fully indemnify FOLBB against claims for damages forthwith upon FOLBB's first request. Where possible and reasonable, FOLBB shall upfront inform the supplier about the scope and content of any product recall and grant the supplier the opportunity to comment on the issue.

14.6 In the case of deliveries of cardboard and/or paper/print materials, if the supplied cardboard and/or paper/print materials do not show the required runnability on the machines used by FOLBB or by FOLBB's customers and, as a result, the machines used for production do not achieve full performance, the supplier further agrees to fully indemnify FOLBB in respect of any disadvantage that may be caused as a result of the inadequate runnability of the supplied cardboard and/or paper/print materials. The above described liability to indemnify shall also apply in the event the supplied cardboard and/or paper/print materials meet the agreed specifications. Furthermore, the said liability to indemnify shall apply notwithstanding the performance of any tests on the runnability of the supplied cardboard and/or paper/print materials prior to or in the course of the commencement of deliveries.

14.7 In respect of the goods delivered and services performed the supplier shall further be obliged, upon FOLBB's request, to name the manufacturer, importer or sub-supplier and to support FOLBB in the defence against product liability claims raised by third parties, in particular by making available records and documentations relating to production and design as well as other evidence.

14.8 The supplier agrees to maintain liability insurance, including product liability, with a minimum coverage of EUR 10 million throughout the relevant business relationship, i.e. until the expiry of the statutory prescription periods.

15. Spare parts stocking

15.1 The supplier shall ensure that in respect of the goods delivered and services performed, spare parts are kept in stock for a minimum period of ten years from the date the goods or services are handed over. Within the said period, and subject to any other rights of FOLBB, the supplier shall make available spare parts at reasonable and customary prices.

16. REACH Regulation

16.1 The supplier shall be liable for the goods delivered or services performed by it to be in compliance with the provisions

of regulation (EC) no 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (hereinafter, the "REACH Regulation") in its respectively applicable version.

16.2 To the extent required under the provisions of the REACH Regulation, the supplier shall in particular be liable for the substances contained in the goods delivered by it to have been pre-registered or, after the expiry of the transition periods, registered and for relevant safety data sheets in accordance with the provisions of the REACH Regulation indicating the specific use and/or the information required pursuant to art. 32 of the REACH Regulation to be made available to FOLBB. In the event the supplier delivers an article within the meaning of art. 3 of the REACH Regulation the supplier shall in particular also be liable for complying with the duty to provide specific information in accordance with art. 33 of the REACH Regulation.

16.3 Compliance with the provisions of the REACH Regulation shall not release the supplier from the general duty to keep FOLBB informed professionally and without delay about any changes to the goods delivered or services performed.

17. Fire protection, environmental protection, occupational safety

17.1 If, within the framework of the contractual relationship, the supplier performs works or makes deliveries within business premises of FOLBB the supplier shall comply with all internal rules applicable at the relevant business premises (in particular regarding safety, environmental, fire protection and hygiene requirements) and shall ensure that its staff/employees and subcontractors comply with such rules.

17.2 The supplier shall obtain these rules from the relevant business premises in advance and shall instruct and train its staff accordingly.

17.3 The supplier shall be liable for any culpable infringement of these internal rules of FOLBB by any of its staff members/employees and subcontractors. The supplier acknowledges that the current version of the applicable internal rules is available for inspection at all business premises.

18. Intellectual property rights, computer programs, drawings, tools and models

18.1 If the supplier supplies computer programs or databases which were not developed specifically for FOLBB the supplier shall grant FOLBB a transferable non-exclusive right of use, which shall be unlimited in time and territory, in such products.

18.2 In respect of goods and services developed specifically for FOLBB, including in particular layouts, drawings, designs, documentations, data and computer programs and databases, the supplier shall grant FOLBB an exclusive transferable right of use, which is unlimited in time and territory, including an adaptation right, distribution right and processing right for all present and future types of use.

18.3 The supplier guarantees that it acquired all necessary rights from third parties within the context of the supply of goods and performance of service and that the goods and services do not infringe any third party rights. The supplier immediately and entirely holds FOLBB free from all and any third party claims asserted for the contractual use of the goods and/or services by FOLBB.

In case a third party asserts such claims on the infringement of such intellectual property rights based on the use of the goods and/or services of the supplier and thereby the use thereof is limited or prohibited, the supplier will at its discretion and its costs in particular (i) either change or replace the goods and/or services in such form that they do not infringe the intellectual property right but still substantially comply with the agreed functional and performance criteria for FOLBB or (ii) enable FOLBB to use such third party intellectual property right by concluding a licence agreement with the holder of the right.

18.4 Any and all drawings, sketches, tools, aids, samples, models etc. made available by FOLBB for purposes of performance of the contract shall remain the property of FOLBB. They shall not be made accessible to third parties or used for any purpose other than the performance of the contract and shall in particular not be used for advertising purposes. Upon delivery or performance or the revocation of the acceptance of the contract or the rescission of the contract, they shall be returned to FOLBB immediately upon request.

19. Confidentiality

19.1 The supplier undertakes to treat as confidential any trade secret, and keep confidential, any and all commercial or technical details that are not in the public domain and become known to the supplier as a result of the business relationship and in particular trade secrets of FOLBB according to the statute on trade secrets (Geschäftsgeheimnisgesetz = GeschGehG).

19.2 The supplier shall not be entitled to refer to the business relationship with MM for advertising purposes without prior written approval.

20 Assumption of contract, assignment and set-off

20.1 Without FOLBB's written approval it shall not be permitted to transfer contractual duties in whole or in part to a third party for performance.

20.2 An assignment, pledge or otherwise transfer of the claims of the supplier is not permitted without FOLBB's prior written approval.

20.3 Supplier is not entitled to set-off any claims against FOLBB, except where FOLBB has explicitly acknowledged such claims or where the claims have been confirmed in a legally binding way. FOLBB is entitled to set off against the supplier with claims arising from this agreement and or claims against undertakings which are linked to the supplier according to Sect. 15 et seq. of the Stock Corporation Act (AktG).

21. Code of Conduct and competition law

21.1 The supplier undertakes to comply with FOLBB's Code of Conduct, which is available at www.folbb.com. This also includes the policies of FOLBB on the protection against modern slavery and child labour as well as the environmental policy.

21.2 Supplier will comply with the human rights and environmental expectations of the Supply chain due diligence statute (Lieferkettensorgfaltspflichtgesetz) and address them respectively along its own chain of supply. For this purpose, supplier will in order to perform with such contractual duties particular also participate in trainings and follow-up sessions of FOLBB. In case of long term supply or commercial relationships,

the supplier will unsolicitedly at least once per year inform FOLBB about its own control of human rights and environmental expectations.

21.3 It is prohibited to provide gifts or gratuities of any kind to employees of FOLBB.

21.4 If supplier has with regard to the contractual deliveries engaged in a culpable agreement or any other behaviour, which constitutes a prohibited infringement of the applicable anti-trust rules, it shall pay to FOLBB 10% of the net invoice sum of the deliveries thereby affected as damage, unless supplier can prove that FOLBB has not suffered any or less damage. This obligation also continues to apply in case of a termination or performance of the supply agreement. Further reaching statutory or contractual claims remain unaffected thereby.

22. Data protection and data security

22.1 The supplier shall perform the contract in accordance with all applicable data protection requirements. The supplier shall further ensure that its employees and subcontractors, if any, undertake to comply with the relevant data protection requirements.

22.2 The supplier shall ensure and shall be liable that personal data which the supplier processes as controller in accordance with Art. 4 (7) General Data Protection Regulation (GDPR) may legitimately be provided to FOLBB, and that there is no reason to believe that the processing by FOLBB, in the foreseeable scope and for the foreseeable purposes, is prohibited. The supplier shall ensure that the affected persons are informed about the processing activities by FOLBB to the extent required by law. Supplier shall maintain the necessary technical and organisational measures according to Art. 32 GDPR.

22.3 If the supplier processes personal data on behalf of FOLBB, the parties shall enter into a commissioned data processing agreement.

22.4 The supplier guarantees the confidentiality, integrity, security and accuracy of all personal data received from FOLBB and processed by the supplier in connection with the performance of the contract.

23. Compliance with Sanctions laws

23.1 Supplier and all undertakings (including natural persons) linked thereto according to Sect. 15 et seq. of the German Stock Corporation Act (AktG), as well as all directors, officers and respective employees comply with all applicable provisions of the sanctions law. The sanctions law comprises all (i) domestic and EU sanction lists and (ii) the consolidated sanctions list of the United Nations. These sanction lists can permanently change and also after conclusion of this agreement. Supplier will at least on the basis of the below listed links maintain itself informed about the respectively actual version of the sanction lists and take them respectively into account.

23.2 The sanctions decided upon the Federal Republic of Germany and the Council of the European Union are available under <https://www.sanctionsmap.eu/#/main?checked=> .

23.3 The consolidated sanctions list of the United Nations is available under <https://scsanctions.un.org/search/> .

24. Jurisdiction, governing law

24.1 Any litigation arising out of the contract shall be subject to the substantive law applicable at the place of FOLBB's registered office, except for the conflict of laws rules and of the CISG, which shall be excluded.

24.2 Any and all disputes arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the competent court at the place of FOLBB's registered office. FOLBB shall however also be entitled to bring actions arising out of the contract before the competent court at the place of the supplier's registered office.

25. Written form, waiver

25.1 Any statements on behalf of FOLBB shall be legally binding only if they are issued by the required number of duly authorized representatives, i.e. managing directors, authorized signatories or proxies.

25.2 Any and all agreements between FOLBB and the supplier must be made in writing to become valid. This requirement shall also be deemed to be met in the case of e-mail transmissions.

25.3 Any failure by FOLBB to exercise or enforce any of its rights hereunder shall not be deemed to constitute a waiver thereof; therefore the right to exercise or enforce the relevant right at a later time is expressly .