

General Terms and Conditions of Purchase

Version: December 2021

The purchase of goods and services by PARItec GmbH or by a company affiliated with PARItec GmbH within the meaning of Section 15 of the German Stock Corporation Act (AktG) (the purchasing company hereinafter referred to in each case as "**PARI**") from companies within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as the "**Supplier**") shall be made exclusively on the basis of the following General Terms and Conditions of Purchase (hereinafter referred to as "**GTCP**") unless PARI and the Supplier agree otherwise for individual cases on the basis of an offer or order in written or text form (hereinafter referred to as the "**Order**") and its acceptance or order confirmation in written or text form (hereinafter referred to as "**Acceptance**") (hereinafter referred to as the "**Individual Contract**").

1 General information, scope of application

- 1.1 These GTCP shall apply to all deliveries (e.g. delivery items in the form of hardware and software) and other services (e.g. services and work) of the Supplier (hereinafter collectively referred to as the "**Deliveries**") as well as all future contractual relationships between PARI and the Supplier if and to the extent that these relate to Deliveries.
- 1.2 PARI does not recognise any terms and conditions of the Supplier that conflict with, deviate from or supplement these GTCP. These GTCP shall also apply if PARI accepts the Supplier's Delivery without reservation in the knowledge that the Supplier's conditions conflict with or deviate from the GTCP.
- 1.3 Similarly, any previously agreed contractual terms of the Supplier that conflict with or supplement these GTCP shall no longer be recognised.
- 1.4 Deviations from these GTCP shall only become part of an Individual Contract if and to the extent that PARI has expressly agreed to them in writing or in text form. This form requirement also applies to the waiver of the form requirement.

2 Conclusion of the Individual Contract, communication, documents from PARI

- 2.1 Enquiries by PARI to the Supplier about its Deliveries and the conditions of the Delivery or requests by PARI to submit offers shall not bind PARI in any way. The Supplier shall be obliged to adhere precisely to PARI's respective request when preparing the offer. If the Supplier deviates from this, the Supplier must expressly point out the deviations in writing or in text form. The same applies to alternative offers.
- 2.2 Orders from PARI shall only be binding if PARI places them in writing or in text form. Orders from PARI are usually generated by machine and are therefore binding without a signature.
- 2.3 The Supplier may only accept an Order from PARI made in writing or in text form. If PARI has not received Acceptance from the Supplier in written or text form within 3 working days from the date of the Order, PARI shall be entitled to revoke its Order without the Supplier being able to derive any claims from this.
- 2.4 Offers and cost estimates provided by the Supplier, in particular those within the scope of the change request procedure (Section 8 of these GTCP), shall not be remunerated by PARI.
- 2.5 Any communication concerning the Delivery (e-mail, letter, invoice, dispatch note, consignment note, delivery note, etc.) shall always indicate the department, reference, number and date of the Order concerned. All communication shall be made separately per Order.
- 2.6 PARI reserves all industrial property rights and copyrights to illustrations, drawings, calculations, other documents and materials which PARI provides to the Supplier for the purpose of preparing an offer or executing an Individual Contract. They shall be used by the Supplier exclusively for the purposes of an Individual Contract and may not be made

accessible to third parties without PARI's prior express consent. If no Individual Contract is concluded or if it is terminated or completely fulfilled, they must be returned to PARI without this being requested.

3 Scope and subject matter of the Deliveries

- 3.1 The scope and subject matter of the Deliveries shall be determined by the Individual Contract and the following provisions of these GTCP.
- 3.2 For its Deliveries, the Supplier shall comply with all specifications of the respective Individual Contract, in any case and at least with the state of the art in science and technology, as well as with all legal provisions, in particular safety and occupational health regulations, as well as technical standards applicable at the place of performance, at the registered office of PARI and at any place of further use of the delivery item known to the Supplier, in each case at the time of its delivery.
- 3.3 For delivery items that become part of PARI's products, their worldwide use shall be deemed to be a medical device, unless expressly stated otherwise in the Individual Contract. For such products, the Supplier shall therefore comply in particular with all requirements for Suppliers arising from the Medical Device Regulation (MDR) and the German Medical Device Implementation Act (MPDG) and all associated ordinances and notices.
- 3.4 In all other respects, the provisions of the quality guidelines for suppliers of the PARI corporate group (available at https://www.pari.com/fileadmin/user_upload/PARI.com_Holding/Doc/tec/113D0399-DE-Qualitaetsrichtlinien-Lieferanten.pdf) or a separately concluded quality agreement shall apply.
- 3.5 For delivery items that become part of PARI's products, the Supplier shall furthermore:
 - Procure, offer and supply spare parts for the hardware delivered by the Supplier for the entire duration of the production period of the PARI product concerned and for at least 5 years after discontinuation of its production at the agreed prices or, in the absence of a price agreement, at reasonable market prices, insofar as PARI is not entitled to further defect rights against the Supplier.
 - Procure, offer and supply fault elimination measures for the software delivered by the Supplier, modifications and improvements to this software to PARI for the entire duration of the production period of the PARI product concerned and for at least 5 years after discontinuation of its production at the agreed prices or, in the absence of a price agreement, at reasonable market prices, insofar as PARI is not entitled to further defect rights against the Supplier.
 - Only make open source software part of the delivery items if PARI has given its express consent in written or text form.
- 3.6 If the goods to be delivered are substances, mixtures or products according to Article 3 of Regulation (EC) No. 1907/2006, the Supplier shall ensure the following:
 - According to Directive 94/62/EC of the European Commission and the Directive of the Coalition of Northeastern Governors (CONEG, USA), no lead, cadmium, mercury or hexavalent chromium may be added to packaging or packaging components. In addition, the total concentration of these metals unintentionally introduced into packaging or packaging components shall not exceed 100 parts per million (ppm).
 - The Supplier confirms that, in the manufacture of the goods to be delivered, all auxiliary agents, processing agents, additives and cleaning agents used which may come into direct contact with the product do not contain any of the current substances on the list of Substances of Very High Concern (SVHC) being considered for authorisation (as published by the European Chemicals Agency (ECHA) at the time).
 - In addition, the Supplier confirms that, based on information from the company's supply chain, the materials used do not contain substances on the list of Substances of Very High Concern (SVHC) for authorisation (as published by the European Chemicals Agency (ECHA) at the time) in a quantity exceeding the concentration threshold of 0.1% (w/w) set out in Article 33 of REACH Regulation (EC) No. 1907/2006.
 - The Supplier confirms that it complies with the obligation to provide information according to Article 33 (1) of the REACH Regulation (EC) No. 1907/2006.

- In addition, the Supplier shall provide all information on all substances contained in the goods to be delivered which are included in the list of substances of very high concern eligible for authorisation and whose concentration exceeds 0.1% (w/w) per product.
 - The Supplier confirms that it will inform PARI automatically and without delay whenever an extended or updated list of substances of very high concern (SVHC) for authorisation appears, if a substance listed there is contained in a product delivered to the company by its suppliers.
 - The Supplier confirms that the goods to be delivered do not contain any of the substances listed under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California, USA) that could be released in a concentration that meets the No Significant Risk Levels (NSRLs) for carcinogens or the Maximum Allowable Dose Levels (MADLs) for substances that are toxic for reproduction.
 - The Supplier confirms that the goods to be delivered do not contain any substance listed in the Chemical Substance Inventory of the Toxic Substances Control Act (USA).
- 3.7 If the goods to be delivered are electrical and electronic equipment or components and assemblies used for the functioning of electrical and electronic equipment in accordance with Article 2 of Directive 2011/65/EU, the Supplier shall ensure that:
- The goods to be delivered comply with the requirements of ROHS Directive 2011/65/EU and the extension (EU) 2015/863 regarding the restriction of heavy metals, flame retardants and phthalates.
 - The Supplier shall inform PARI if the goods to be delivered make use of one of the exemptions from the RoHS Directive 2011/65/EU listed in Annex III and IV of the Directive.
- 3.8 If the goods to be delivered are a medical device in accordance with Article 2 of Regulation (EU) 2017/745, the Supplier shall ensure that:
- The goods to be delivered do not contain any carcinogenic, mutagenic or reprotoxic substances of category 1A or 1B according to Part 3 of Annex VI to Regulation (EC) No 1272/2008 in a concentration higher than 0.1% (w/w).
 - The goods to be delivered do not contain substances with endocrine disrupting properties that have been scientifically demonstrated to be likely to have serious effects on human health and that are identified either (i) in accordance with the procedure laid down in Article 59 of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council or; (ii) once the Commission has adopted a delegated act in accordance with the first subparagraph of Article 5(3) of Regulation (EU) No. 528/2012 of the European Parliament and of the Council, in accordance with the criteria set out therein that are relevant to human health.
- 3.9 The Supplier shall determine whether conflict minerals (tin, tantalum, gold, tungsten) are contained in its goods to be delivered. In this case, appropriate measures shall be implemented by the Supplier to identify the origin of these minerals and to pass on information regarding their origin to PARI.
- 3.10 The Supplier shall maintain appropriate documentation of compliance with the requirements set out in Sections 3.2 to 3.9 and agrees that PARI shall verify compliance with these requirements through appropriate measures. Such measures may include announced inspections of the Supplier's premises by persons appointed by PARI. The Supplier shall at all times promptly respond in text form to all enquiries from PARI regarding compliance with these requirements. The Supplier shall pass on the requirements set out in Sections 3.2 to 3.9 to its subsidiaries as well as to third parties (subcontractors) used for the performance of its work and shall also oblige them to comply with them.

4 Prices, invoicing, terms of payment

- 4.1 The prices stated in the Order or in the Individual Contract are fixed prices. Unconditional Acceptance of a Delivery by PARI shall not constitute any declaration of intent on the part of PARI, and in particular shall not be deemed to constitute approval by PARI or PARI's consent to a higher price.
- 4.2 The prices include all Deliveries which the Supplier has to make at the place of performance in order to fulfil its obligations under the Individual Contract, in particular costs for insurance, packaging, transport, customs formalities and customs duties.
- 4.3 An invoice complying with the requirements of Section 14 of the German Value Added Tax Act shall be sent to PARI's invoice address for each Delivery. Invoices must match the wording of PARI's Order designation, clearly show the Order number, PARI's material number and the date of the Order. Invoices which do not clearly contain this information shall not constitute a due date for payment of the Supplier's claim.
- 4.4 The Supplier's claim to payment shall become due (i) for Deliveries, 30 days after receipt of the Delivery by PARI, (ii) for services, at the end of the month following the performance of the service, (iii) for work performances, 30 days after approval and – in cases (i), (ii) and (iii) – at the end of the first working day following receipt of a proper invoice (Section 4.3 of these GTCP) by PARI, whichever is later. Payment shall be made in the next payment run following the due date, once a week, using a means of payment of PARI's choice. The Supplier grants a 3% discount for early payment before the due date.
- 4.5 PARI's claims to discounts, early payment discounts and other bonuses or payment concessions shall not be affected by the assertion of any rights of set-off or retention.
- 4.6 PARI shall only make deposits on the basis of an Individual Contract, in this case also only against a directly enforceable bank guarantee from a bank accepted by PARI.

5 Delivery dates

- 5.1 The delivery dates and deadlines stated in the Order are binding; in case of doubt, they are calculated from the Order date. The receipt of the Delivery at the place of receipt or use specified by PARI shall be decisive for compliance with the delivery dates or deadlines.
- 5.2 The Supplier shall be obliged to notify PARI in writing without delay if circumstances occur or become apparent to the Supplier which indicate that the agreed delivery dates or deadlines cannot be met. The Supplier shall immediately notify PARI of the new delivery date and explain the reasons for the delay. The obligation to deliver on time shall not be affected thereby. In the event of non-compliance with delivery dates, PARI reserves the right to procure replacements from third parties at the Supplier's expense in addition to its statutory claims.
- 5.3 Missing delivery documents, a Delivery to a location other than the one named, incomplete or incorrect information on the Delivery can lead to internal delays at PARI. The Supplier shall be responsible for all consequences thereof, unless it proves that it is not responsible for such consequences. In particular, the commencement of all deadlines applicable to or at the expense of PARI and dependent on the time of Delivery shall be postponed by the time required for reasonable clarification and correction.
- 5.4 Early Deliveries are only permitted for the Supplier in prior consultation with PARI. If a Delivery is made early, the Delivery shall nevertheless only be deemed to have been made at the originally first possible agreed time for the purpose of calculating all periods associated with the time of delivery.
- 5.5 If the Supplier is unable to meet agreed delivery dates and deadlines for reasons for which it is not responsible, for example due to force majeure, official measures, pandemic/epidemic events or cases of business interruptions for which it is not responsible, PARI shall be released from the obligation to accept or approve the ordered goods and shall be entitled to withdraw from the contract to the extent that the Delivery can no longer be used by PARI taking into account economic aspects as a result of the delay caused by the passage of time. If unforeseen events such as those mentioned above affect PARI's operations, this shall release PARI from the obligation to accept or approve the Delivery. In this case, the Supplier shall not be entitled to claim damages. In other cases

of operational disruption, PARI shall be entitled to demand a reasonable extension of the Delivery or approval period. After expiry of this period, the Supplier shall have a right of withdrawal within the framework of the statutory provisions, as in the case of default in Acceptance, insofar as this was not caused by gross negligence or intent on the part of PARI; the Supplier shall not be entitled to any further claims.

6 Execution of the Deliveries

- 6.1 Unless otherwise agreed in these GTCP or in the Individual Contract, Delivery shall be made FCA, Incoterms 2010. The Supplier is responsible for adequate packaging of the Delivery as well as sufficient insurance of the transport, in each case at its own expense. The Supplier shall also be responsible for taking back the packaging; it shall bear the costs of disposal by a third party if such disposal is agreed in the Individual Contract.
- 6.2 In the case of general cargo, express goods and postal consignments as well as collective shipments, each item to be dispatched must be provided with a sticker, tag or packing slip on which the data specified in Section 2.5 of these GTCP must be stated.
- 6.3 A delivery note shall be issued to PARI for each Delivery. This must include the Supplier number, date and number of the Order and Individual Contract conclusion, quantity and material number, batch, minimum shelf life, number of packages per item, serial number, the indication of the customs tariff (HS code), number and date of the delivery note, gross and net weights listed individually, additional data from PARI (e.g. unloading point) and the agreed price/unit of measure.
- 6.4 The Supplier shall comply with all national, European and international customs regulations regarding Deliveries. A Supplier whose place of business is in the European Union shall provide PARI with long-term Supplier's declarations for goods having preferential originating status in accordance with Regulation (EU) 2015/2447 in conjunction with Regulation (EU) 2017/989. The long-term supplier declarations must include or allow for a designation of the country of origin (specific member state) and a recoding to the material no. of PARI. Upon PARI's request, the Supplier shall be obliged to provide an information sheet (INF 4) for the verification or authenticity check of the supplier declaration in accordance with Regulation (EU) 2015/2447 Annex 22-16 as amended from time to time. The Supplier shall inform PARI immediately in writing if the long-term supplier declarations lose their validity. A Supplier with a place of business outside the European Union must prove the origin of the goods by means of an official certificate of origin (issued by the competent authority) and enclose the necessary preference documents (e.g. EUR.1, EUR.1-EUR-MED, A.TR. declaration of origin, REX declaration).

- 6.5 Upon request, the Supplier shall provide all necessary documents to be prepared by the Supplier at the time of import into the receiving country in accordance with the agreed terms of delivery/Incoterms. These can be import permits, import certificates or certificates, as well as documents indicating origin or preference, which are required for the identification of the goods. The Supplier shall also provide, upon request, all documents required for re-export of the delivered goods from the receiving country in accordance with the export control regulations applicable there. Furthermore, at the time of Acceptance of an Order from PARI, the Supplier undertakes to identify the part of the Deliveries that is subject to export restrictions. Identification and marking includes marking of the packages on delivery as well as the indication of restrictions on the commercial documents (e.g. dual-use goods with indication of the AL number). This includes the obligation to indicate on all delivery notes the correct export control classification number from the respective country (e.g. US = EAR or ITAR classification), as well as the number or reference of an applicable export licence, and any distribution restrictions. In the event of a change in the respective classification according to the export list, the Supplier shall inform PARI accordingly in written or text form. The Supplier shall be responsible at its own expense for the timely issuance of all necessary official export licences, permits, approvals and releases in accordance with the legal basis applicable at the place of business (Supplier). In the case of an already existing export permit, the Supplier shall provide PARI with a copy of this document containing all relevant information and reservations, in particular, but not limited to, with regard to re-export.
- 6.6 The Supplier undertakes to comply with the safety, security, and reliability requirements issued by the customs authorities for certification as an Authorised Economic Operator (AEO) (or equivalent certification). If the Supplier is not certified as an AEO and has not yet applied for this, it must attach a separate AEO security declaration. The Supplier shall inform PARI if safety, security, or reliability requirements are not met or if their strict compliance can no longer be guaranteed. The Supplier grants PARI the right to carry out unannounced security audits at the Supplier's premises for the properties assured in the AEO security declaration.
- 6.7 The Supplier shall be responsible for all consequences arising from non-compliance with the aforementioned obligations, unless it proves that it is not responsible for them. This concerns in particular, but not exclusively, wagon demurrage, special shunting costs, switching costs. Consignments which cannot be allocated for the above reasons shall be stored at the Supplier's expense and risk until allocation becomes possible.

7 Acceptance of the work performance

If the services consist of work performances:

- The Supplier's remuneration shall be subject to successful overall approval, even if partial approval has been agreed in the Individual Contract.
- The approval of work performances shall take place formally by PARI after completion of the work by countersignature on a written approval report. For services which can no longer be checked and examined at a later date as a result of further execution, the Supplier shall request PARI in writing in good time to carry out an examination. A fiction of approval by silence in response to a request for approval by the Supplier, by payment or by actual taking into use is excluded.
- The Supplier shall arrange for officially prescribed approvals and certificates of any kind, in particular approvals by recognised experts, at its own expense prior to approval of the work performance by PARI, unless this performance is expressly excluded from the scope of performance in the Individual Contract. Official certificates of freedom from defects and any official certifications or approvals shall be forwarded to PARI in good time before approval of the work performance.

8 Change request

PARI may require the Supplier to make reasonable changes to the Deliveries (in particular with regard to design and execution) at any time after the conclusion of an Individual Contract and before its complete fulfilment. In this case, the Supplier shall inform PARI without delay of the effects of this change request, in particular with regard to additional or reduced costs as well as the delivery date, and the parties shall agree on an appropriate adjustment of the Individual Contract in written or text form, if necessary.

9 Defect inspection – liability for defects

- 9.1 The Supplier shall be notified of obvious over-deliveries or under-deliveries as well as transport defects without delay, but at the latest within 30 days of delivery, insofar as the quality guidelines for Suppliers of the PARI corporate group (Section 3.4 of these GTCP) do not exempt PARI from this obligation. Any further legal obligation on the part of PARI to carry out an incoming goods inspection is excluded. In the event of subsequent performance in a bilateral commercial purchase, Section 377 of the German Commercial Code shall not apply.
- 9.2 If PARI is held liable by third parties due to material defects or defects of title for which the Supplier is responsible, the Supplier shall be obliged to indemnify PARI against such claims. In this case, PARI shall be obliged to notify the Supplier immediately of the claim by third parties and to obtain the Supplier's consent, which the Supplier shall not refuse or delay without good cause, before acknowledging claims or concluding a settlement. The Supplier's indemnification obligation relates to all reasonable expenses incurred by PARI from or in connection with the claim by a third party, in particular costs of legal defence.
- 9.3 Unless otherwise agreed or the law provides for a longer limitation period, the limitation period for claims based on material defects and defects of title shall be 36 months from the transfer of risk.

10 Product liability, indemnification, liability insurance cover

- 10.1 The Supplier shall be obliged to indemnify PARI against claims for damages by third parties due to damage caused by the defectiveness of a product, insofar as the claim directed against PARI is attributable to the Supplier's Deliveries.
- 10.2 Within the scope of this liability, the Supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by PARI. Other statutory claims of PARI shall remain unaffected.
- 10.3 The Supplier undertakes to maintain product liability insurance with appropriate cover and to provide PARI with evidence of the existence of such insurance upon request.

11 Third-party property rights

The Supplier warrants to PARI for the duration of the use of its services that these are free of third-party industrial property rights and copyrights and that copyrights or other third-party industrial property rights (in particular patents) are not infringed by the Delivery and use of the delivery items. It shall indemnify PARI and PARI's customers against any claims by third parties arising from such copyright and property right infringements and undertakes to reimburse PARI and PARI's customers for all costs incurred in this connection.

12 Retention of title, provisions

- 12.1 If PARI provides parts to the Supplier, PARI shall retain title thereto. Processing or transformation by the Supplier shall be carried out for PARI. If the goods subject to retention of title are processed by PARI with other items not belonging to PARI, PARI shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (purchase price plus VAT) to the other processed items at the time of processing.

- 12.2 If the goods provided by PARI are inseparably mixed with other items not belonging to PARI, PARI shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing, even if the item of the Supplier is to be regarded as the main item. The Supplier shall keep the co-ownership for PARI.
- 12.3 Insofar as the Supplier has agreed a reservation of title in its favour with PARI, any processing of the goods handed over to PARI in possession shall be carried out by PARI for PARI itself. A current account or group reservation does not apply in this context.

13 Assignment, set-off, retention by the Supplier

- 13.1 The Supplier may not transfer obligations or claims against PARI in whole or in part to a third party without PARI's express written consent, unless Section 354(a) of the German Commercial Code provides otherwise. If PARI gives its consent, the Supplier shall remain jointly and severally liable with the third party. The Supplier shall notify PARI in writing without delay of any transfer of rights by law (and any change of name).
- 13.2 The Supplier may only offset undisputed or legally established claims and may only derive rights of retention on such claims. Furthermore, it shall only be entitled to rights of retention arising from and in connection with the same Individual Contract.

14 Confidential information and secrecy

- 14.1 "**Confidential Information**" within the meaning of these GTCP constitutes in particular certain technical and commercial information, data and documents exchanged in connection with the purpose of the contract, in particular intentions, experiences, findings, illustrations, models, moulds, tools, samples or designs, which are disclosed to the respective other party, whether in tangible or intangible form, whether marked as confidential or not.
- 14.2 The Supplier shall be obliged to keep all Confidential Information of which it becomes aware in connection with the initiation and/or execution of the order strictly confidential and to use it exclusively for the purpose of fulfilling its contractual obligations towards PARI.
- 14.3 The Supplier may only disclose Confidential Information to such employees or external consultants who absolutely need it for the fulfilment of their respective tasks and who are in turn bound to secrecy. It shall take suitable precautions to ensure that unauthorised persons do not gain knowledge of the Confidential Information.
- 14.4 Upon termination of this contract, the Supplier shall be obliged to immediately hand over to PARI all Confidential Information, working materials of PARI as well as documents, correspondence, records, drafts, copies, data carriers and the like which concern the affairs of PARI and are still in its possession, as well as to destroy all copies and delete all files on its own computers or hard drives. A right of retention is excluded. PARI shall be entitled, subject to further rights, to demand immediate surrender in the event of a breach of duty.
- 14.5 The foregoing obligations shall not apply to Confidential Information that:
- a) Was demonstrably already known to the Supplier prior to disclosure by PARI.
 - b) The Supplier demonstrably lawfully receives from third parties who are not themselves subject to any confidentiality obligation vis-à-vis PARI.
 - c) Is or becomes generally known through no fault of the Supplier.
 - d) The Supplier has demonstrably developed within the scope of its own independent developments without having used Confidential Information.
 - (e) The Supplier is required to disclose under a statutory, regulatory or judicial order, provided that:
 - (i) The Supplier notifies PARI of the order without delay; and
 - (ii) The Supplier exhausts the possibilities reasonably available to it to protect the confidentiality of the Confidential Information.

The Supplier shall immediately notify PARI in writing of the existence of a case pursuant to a) to d). Otherwise, the Supplier may not invoke para. a) to d).

14.6 PARI reserves ownership rights and copyrights to the Confidential Information provided by PARI. This must not be made accessible to third parties without the express written consent of PARI, nor may the items produced on the basis thereof.

14.7 The confidentiality obligation shall also apply after termination of the contractual relationship between PARI and the Supplier. It shall expire if and to the extent that the knowledge contained in the Confidential Information provided has become generally known without the Supplier's intervention.

15 Applicable law, place of jurisdiction, place of performance, use of data

15.1 The contract shall be governed by German law to the exclusion of the conflict of legal provisions and the UN Convention on Contracts for the International Sale of Goods.

15.2 Insofar as the Supplier is a merchant, the exclusive place of jurisdiction shall be the Regional Court of Munich I; PARI shall, however, also be entitled to sue the Supplier at the court of its registered office.

15.3 Unless otherwise stated in the Order, PARI's place of business shall be the place of performance.

15.4 You can find the PARI Group's privacy policy at <https://www.pari.com/uk/privacy-policy/>.