

General Conditions of Purchase

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The purchase of goods and services by PARIt^{ec} GmbH or by a company affiliated with PARIt^{ec} GmbH under Section 15 of the German Stock Corporation Act (AktG) (the purchasing company, hereinafter referred to as “**PARI**”) from companies under Section 14 of the German Civil Code (BGB) (hereinafter referred to as the “**Supplier**”) shall be based exclusively on the following General Conditions of Purchase (hereinafter referred to as the “**GCPs**”), unless PARI and the Supplier agree otherwise on a case-by-case basis based on a quotation or a purchase order in writing or text form (hereinafter referred to as the “**purchase order**”) and acceptance of the quotation or confirmation of the purchase order in writing or text form (hereinafter referred to as “**acceptance**”) (hereinafter referred to as the “**individual contract**”).

1 General information / scope of validity

- 1.1 These GCPs shall apply to all deliveries (e.g. delivery items in the form of hardware and software) and other services (e.g. service provision and work performance) provided by the Supplier (hereinafter collectively referred to as “**deliveries**”), as well as all future contractual relationships between PARI and the Supplier, if and insofar as these relate to deliveries.
- 1.2 PARI shall not recognize any of the Supplier’s terms and conditions that conflict with, deviate from or supplement these GCPs. These GPCs shall also apply if PARI accepts the Supplier’s delivery without reservation in the knowledge that the Supplier’s terms and conditions conflict with or deviate from these GPCs.
- 1.3 Similarly, any of the Supplier’s previously agreed contractual terms and conditions that conflict with or supplement these GCPs shall no longer be recognized.
- 1.4 Deviations from these GCPs shall only become part of an individual contract if and insofar as PARI has expressly agreed to the same in writing or in text form. This formal requirement shall also apply to the abolition of the formal requirement.

2 Conclusion of the individual contract / communication / documents from PARI

- 2.1 PARI shall not be bound in any way whatsoever by its own inquiries to the Supplier regarding the latter’s deliveries and the terms of delivery or by its own requests for quotations. The Supplier is obligated to adhere exactly to the respective request from PARI when preparing the quotation. If the Supplier deviates from said request, it must expressly indicate the deviations in writing or in text form. The same shall apply to alternative quotations.
- 2.2 Purchase orders that PARI places shall only be binding if PARI has placed them in writing or in text form. The purchase orders that PARI places are generally generated automatically and are therefore binding without a signature.
- 2.3 The Supplier may only accept a purchase order from PARI in writing or in text form. If PARI has not received acceptance from the Supplier in writing or text form within 3 working days of the date of the purchase order, PARI shall be entitled to cancel its purchase order without the Supplier being able to derive any claims from this.
- 2.4 PARI shall not pay remuneration for quotations and cost estimates issued by the Supplier, in particular those prepared in the context of the change request procedure ((8) of these GCPs).
- 2.5 The department, reference, number and date of the relevant purchase order must always be stated in all communication relating to the delivery (email, letter, invoice, dispatch note, consignment note, delivery bill, etc.). All communication must be carried out separately by purchase order.
- 2.6 PARI reserves all industrial property rights and copyrights to illustrations, drawings, calculations, other documents and materials that PARI provides to the Supplier for the purpose of preparing a quotation or executing an individual contract. The Supplier shall use

the same exclusively for the purposes of any individual contract and may not make the same accessible to third parties without PARI's prior express consent. If an individual contract is not concluded, or if an individual contract is terminated or completely fulfilled, the Supplier shall return such aforementioned documents and materials to PARI without PARI making a request to the Supplier to this effect.

3 Scope and subject matter of deliveries

- 3.1 The scope and subject matter of deliveries are set out in the individual contract and the following provisions of these GCPs.
- 3.2 For its deliveries, the Supplier shall comply with all specifications set out in the respective individual contract, in all cases and at least with the latest scientific and technological developments, as well as all legal provisions, in particular safety and occupational health and safety regulations, and technical standards applicable at the place of performance, at PARI's registered office and at any place of further use of the delivery item known to the Supplier, in each case at the time of delivery.
- 3.3 Where delivery items become part of PARI's products, their worldwide use is deemed to be as medical devices, 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 Medical Devices Implementation Act (MPDG) and all associated regulations and notices.
- 3.4 In all other respects, the provisions set out in the quality guidelines for suppliers of the PARI Group (available at [Information for suppliers - PARI](#)) or a separately concluded quality agreement shall apply.
- 3.5 Where delivery items become part of PARI's products, the Supplier shall also:
 - Procure, offer and supply spare parts for the hardware supplied by the Supplier for the entire duration of the relevant PARI product's production period and for at least 5 years following discontinuation of production of the same at the agreed prices or, in the absence of a price agreement, at reasonable market prices, unless PARI has further rights against the Supplier for defects;
 - Procure, offer and supply fault elimination measures for the software supplied by the Supplier, as well as modifications and improvements to this software, for the entire duration of the relevant PARI product's production period and for at least 5 years following discontinuation of production of the same at the agreed prices or, in the absence of a price agreement, at reasonable market prices, unless PARI has further rights against the Supplier for defects; and
 - Only make open source software part of the delivery items if PARI has given its express consent in writing or text form.
- 3.6 If the goods to be delivered are substances, mixtures or articles in accordance with Article 3 of Regulation (EC) No. 1907/2006, the Supplier must 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 must not exceed 100 parts per million (ppm).
 - The Supplier confirms that all auxiliary agents, processing agents, additives and cleaning agents used in the manufacture of the goods to be delivered that 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 for authorization (in the currently valid version published by the European Chemicals Agency (ECHA)).
 - In addition, the Supplier confirms that, based on information from the company's supply chain, the materials used do not contain any substances on the list of substances of very high concern for authorization (in the currently valid version published by the European Chemicals Agency (ECHA)) in quantities exceeding the concentration threshold of 0.1% (w/w) specified in Article 33 of the REACH Regulation (EC) No. 1907/2006.

- The Supplier confirms that it complies with the duty to provide information according to Article 33 (1) of the REACH Regulation (EC) No. 1907/2006.
 - In addition, the Supplier shall provide all the information on all substances contained in the goods to be delivered that are included in the list of substances of very high concern for authorization and where the concentration of the same is greater than 0.1% (w/w) per product.
 - The Supplier confirms that it will inform PARI automatically and immediately whenever an extended or updated list of substances of very high concern for authorization is published if a substance listed therein 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 exceeds the No Significant Risk Levels (NSRLs) for carcinogenic substances or the Maximum Allowable Dose Levels (MADLs) for reprotoxic substances.
 - 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, as well as components and assemblies used to ensure the functionality of such electrical and electronic equipment, in accordance with Article 2 of Directive 2011/65/EU, the Supplier must ensure that:
- the goods to be delivered meet the requirements set out in the RoHS Directive 2011/65/EU and the add-on (EU) 2015/863 with respect to the restriction of heavy metals, flame retardants and phthalates.
 - the Supplier informs 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 medical devices in accordance with Article 2 of Regulation (EU) 2017/745, the Supplier must ensure the following:
- The goods to be delivered do not contain carcinogenic, mutagenic or reprotoxic substances of Category 1A or 1B according to Part 3 of Annex VI of Regulation (EC) No. 1272/2008 in a concentration of more than 0.1% (w/w).
 - The goods to be delivered do not contain substances with endocrine-disrupting properties for which there is scientific evidence that they are likely to have serious effects on human health and which are identified either (i) in accordance with the procedure set out 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), first subparagraph 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 the goods to be delivered contain “conflict minerals” (tin, tantalum, gold, tungsten). If they do, the Supplier must implement suitable measures to identify the origin of these minerals and disclose information concerning their origin to PARI.
- 3.10 The Supplier must maintain suitable documentation on compliance with the requirements specified in (3.2) to (3.9) and agrees that PARI may verify compliance with these requirements by taking suitable measures. Such measures may also include announced inspections of the Supplier’s premises by individuals appointed by PARI.
The Supplier shall respond immediately and in text form to all inquiries from PARI regarding compliance with these requirements.
The Supplier shall disclose the requirements specified in (3.2) to (3.9) to its subsidiaries and to third parties (subcontractors) engaged to perform its work and shall also obligate them to comply with the same.
- 3.11 The Supplier shall determine whether its goods to be delivered are affected by EU Battery Regulation (EC) No. 2006/66 (batteries and accumulators). If they are, the Supplier

shall ensure that it complies with the relevant regulations on manufacturing, recycling and reuse, as well as the handling of manufacturing and consumer waste. The mercury and cadmium content of batteries and accumulators delivered to PARI must not exceed a mass concentration of 0.0005% in accordance with Article 4 (1) of EU Battery Regulation (EC) No. 2006/66 (batteries and accumulators). If the mass concentration of mercury, cadmium or lead (0.004%) is exceeded, this must be indicated in accordance with Article 21 (3) of EU Battery Regulation (EC) No. 2006/66 (batteries and accumulators).

- 3.12 Products delivered to PARI must not contain any substances in a concentration that could potentially harm human health or the environment through persistent organic pollutants. The listed substances can be found in the annexes to Regulation (EC) No. 2019/1021 (POPs).

4 Prices / invoicing / terms of payment

- 4.1 The prices indicated in the purchase order or in the individual contract are fixed prices. PARI's unconditional acceptance of a delivery shall not constitute any declaration of intent on PARI's part and, in particular, shall not be construed either as acceptance by PARI or as PARI's consent to a higher price.
- 4.2 The prices include all deliveries that the Supplier has to make at the place of performance to fulfill its obligations under the individual contract, in particular packaging, transportation and customs formalities.
- 4.3 An invoice for each delivery must be sent to PARI's invoice address in accordance with the requirements set out in Section 14 of the German Value-Added Tax Act (UStG). The wording of invoices must match PARI's designation in purchase orders and must clearly indicate the purchase order number, PARI's material number and the date of the purchase order. Invoices that do not contain this information in a clearly recognizable manner shall not establish a due date for the Supplier's claim.
- 4.4 The Supplier's claim for payment shall fall due (i) in the case of deliveries: 30 days after PARI receives the delivery; (ii) in the case of services: at the end of the month following service provision; (iii) in the case of work performance: 30 days after acceptance and – in cases (i), (ii) and (iii) – at the end of the first working day after which PARI has received a proper invoice ((4.3) of these GCPs), whichever occurs later. Payment shall be made in the next weekly payment run following the due date using a means of payment of PARI's choosing. If payment is made before the due date, the Supplier shall grant a 3% discount.
- 4.5 PARI's claims to rebates, discounts and other bonuses or payment concessions shall not be affected by the assertion of any offsetting and retention rights.
- 4.6 PARI shall only make advance payments based on an individual contract and, in this case, only against a directly enforceable bank guarantee from a bank accepted by PARI.

5 Delivery dates

- 5.1 The delivery dates and deadlines indicated in the purchase order are binding. In case of doubt, they are calculated from the purchase order date. Receipt of the delivery at PARI's specified place of receipt or use shall be decisive for compliance with the delivery dates or deadlines.
- 5.2 The Supplier is obligated to inform PARI immediately and in writing if circumstances indicating that the agreed delivery dates or deadlines cannot be met arise or become apparent to the Supplier. The Supplier must notify PARI of the new delivery date without delay and explain the reasons for the delay. This shall not affect the Supplier's obligation to deliver on time. In the event of failure to comply with delivery dates, PARI reserves the right to procure replacements from third parties at the Supplier's expense in addition to asserting the statutory claims.
- 5.3 Missing delivery documents, delivery to a location other than the stated location and incomplete or incorrect information on delivery can lead to internal delays at PARI. The Supplier is responsible for all consequences of this, unless it can prove that it is not responsible for the same. In particular, the commencement of all deadlines that apply to

or are at the expense of PARI and that depend on the time of delivery shall be postponed by the time required for appropriate clarification and correction.

- 5.4 The Supplier shall only be permitted to make early deliveries by prior agreement with PARI. If a delivery is made prematurely, the delivery shall nevertheless be deemed to have been made at the first possible time originally agreed for the calculation of all deadlines associated with the delivery date.
- 5.5 If the Supplier is unable to meet agreed delivery dates and deadlines for reasons that it is not responsible for – for example due to force majeure, official measures, pandemic / epidemic events, or cases of business interruption that it is not responsible for – PARI shall be released from the obligation to accept or take delivery of the ordered goods and shall be entitled to withdraw from the contract to the extent that PARI can no longer use the delivery as a result of the delay caused by the passage of time, taking into account economic aspects. If unforeseen events such as those mentioned above affect PARI's operations, this shall release PARI from its obligation to accept or take the delivery. In this case, the Supplier shall not be entitled to claim damages. In other cases of disruption to business operations, PARI shall be entitled to demand a reasonable extension to the delivery or acceptance period. Once this period has elapsed, the Supplier shall be entitled to withdraw from the contract in the context of the statutory provisions, as in the case of default of acceptance, provided that this was not caused by PARI by means of gross negligence or intent. The Supplier shall not be entitled to any further claims.

6 Performance of deliveries

- 6.1 Unless agreed otherwise in these GCPs or in the individual contract, delivery shall be made FCA as per the Incoterms 2020. The Supplier is responsible for adequately packaging the delivery 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 third-party disposal has been agreed in the individual contract.
- 6.2 In the case of general cargo, express cargo and postal consignments, as well as groupage consignments, each item to be dispatched must be provided with a label, attachment or packing slip indicating the data specified in (2.5) of these GCPs.
- 6.3 A delivery bill must be issued to PARI for each delivery. It must contain the supplier number, the date and number of the purchase order and the individual contract conclusion, the quantity and material number, the batch, the minimum shelf life, the number of packages per item, the serial number, details of the customs tariff (HS code), the number and date of the delivery bill, the gross and net weights listed individually, additional data provided by PARI (e.g. unloading point) and the agreed price / quantity unit.
- 6.4 The Supplier must comply with all German, European and international customs regulations regarding deliveries. A supplier whose place of business is located in the European Union must provide PARI with long-term supplier's declarations for goods with preferential origin status in accordance with Regulation (EU) 2015/2447 in conjunction with Regulation (EU) 2017/989. The long-term supplier's declarations must include or enable identification of the country of origin (specific member state) and a recoding to the PARI material number. At PARI's request, the Supplier is obligated to provide an information sheet (INF 4) for verification or authentication of the supplier's declaration in accordance with Regulation (EU) 2015/2447, Annex 22-16, as amended. The Supplier shall inform PARI immediately and in writing if the long-term supplier's declarations cease to be valid. A supplier with a place of business outside of the European Union must prove the origin of the goods with each purchase order by means of an official certificate of origin (issued by the competent authority) and enclose the necessary preferential documents (e.g. EUR.1, EUR.1-EUR-MED, A.TR. declaration of origin, REX declaration).

- 6.5 On request, the Supplier shall provide all of the necessary documents that must be prepared by the Supplier at the time of import into the destination country in accordance with the agreed terms of delivery / Incoterms. These may be import licenses, import confirmations or certificates, as well as documents indicating origin or preference, that are required to identify the goods. On request, the Supplier shall also provide all of the documents required for re-exporting the delivered goods from the destination country in accordance with the export control regulations applicable there. Furthermore, the Supplier undertakes to identify the part of the deliveries that is subject to export restrictions at such time that it accepts a purchase order from PARI. Identification and labeling includes marking the packages on delivery and indicating restrictions on the commercial documents (e.g. dual-use goods, indicating the AL number). This also includes the obligation to state the correct export control classification number from the country in question (e.g. US = EAR or ITAR classification) on all delivery bills, as well as the number or reference of a valid export license or any sales restrictions. If a change is made to the respective classification according to the export list, the Supplier shall inform PARI accordingly in writing or in text form. The Supplier shall be responsible at its own expense for obtaining all of the necessary official export licenses, permits, approvals and releases in good time in accordance with the legal basis applicable at the (Supplier's) registered office. If it already has an export license, the Supplier must provide PARI with a copy of this document, which contains all of the relevant information and reservations, in particular, but not limited to, with respect to re-export.
- 6.6 The Supplier undertakes to meet the safety and reliability requirements issued by the customs authorities for certification as an authorized economic operator (AEO) (or equivalent certification). If the Supplier is not certified as an AEO and has not yet applied for such certification, it must enclose a separate AEO security declaration. The Supplier must inform PARI if safety or reliability requirements are not met or if strict compliance can no longer be guaranteed. The Supplier grants PARI the right to carry out unannounced safety audits on the Supplier's premises for the properties warranted in the AEO safety declaration.
- 6.7 The Supplier shall be responsible for all consequences arising from failure to comply with the aforementioned obligations, unless it can prove that it is not responsible for the same. This applies in particular, but not exclusively, to wagon demurrage charges, special shunting costs and conversion costs. Consignments that cannot be allocated for the above reasons shall be stored at the Supplier's expense and risk until allocation is possible.

7 Accepting work performance

If the services consist of work performance,

- the Supplier's remuneration shall be subject to successful overall acceptance, even if partial acceptance has been agreed in the individual contract;
- PARI shall formally accept work performance following completion of the work by means of countersigning a written acceptance report. Where services can no longer be inspected and examined at a later date due to further performance, the Supplier shall request in writing that PARI inspect the same in good time. Presumption of acceptance due to silence in response to a request for acceptance by the Supplier, by payment or by actual use is excluded.
- the Supplier shall arrange for officially prescribed inspections and certificates of any kind, in particular inspections by recognized experts, at its own expense prior to PARI's acceptance of work performance, unless this service is expressly excluded from the scope of performance in the individual contract. Official freedom from defects certificates and any official certifications or approvals must be submitted to PARI in good time prior to acceptance of work performance.

8 Change management

PARI may demand reasonable changes to the deliveries (in particular with respect to design and execution) from the Supplier at any time following conclusion of an individual

contract and before complete fulfillment of the same. In this case, the Supplier shall inform PARI immediately of the effects of this change request, in particular with respect to additional or reduced costs and the delivery date, and the Parties shall agree an appropriate amendment to the individual contract in writing or in text form, if necessary.

9 Inspection for defects – liability for defects

- 9.1 The Supplier must be notified of obvious over- or under-deliveries and transportation defects without delay, but at the latest within 30 days of delivery, unless the PARI Group's quality guidelines for suppliers ((3.4) of these GCPs) exempt PARI from this obligation. Any further legal obligation on PARI's part to carry out an incoming goods inspection is excluded. In the case of subsequent performance in a mutual commercial purchase, Section 377 of the German Commercial Code (HGB) shall not apply.
- 9.2 If third parties assert claims against PARI based on material defects or defects of title, which the Supplier is responsible for, the Supplier shall be obligated to indemnify PARI against such claims. In this case, PARI is obligated to immediately notify the Supplier of any claims asserted by third parties and to obtain the Supplier's consent, which the Supplier shall not refuse or delay without due cause, before acknowledging claims or concluding a settlement. The Supplier's indemnification obligation relates to all reasonable expenses that PARI incurs as a result of or in connection with claims asserted by a third party, in particular the costs of legal defense.
- 9.3 Unless agreed otherwise, or unless the law stipulates a longer limitation period, the limitation period for claims for material defects and defects of title shall be 36 months from the transfer of risk.

10 Product liability / indemnification / liability insurance coverage

- 10.1 The Supplier is obligated to indemnify PARI against claims for damages asserted by third parties due to damage caused by the defectiveness of a product, insofar as the claim against PARI is attributable to the Supplier's deliveries.
- 10.2 In the context of this liability, the Supplier is also obligated to reimburse any expenses arising from or in connection with a recall performed by PARI. PARI's other statutory claims shall remain unaffected.
- 10.3 The Supplier undertakes to maintain product liability insurance with an adequate amount of cover and to provide PARI with evidence of the existence of such insurance on request.

11 Third-party industrial property rights

For the duration of the use of its services, the Supplier shall guarantee vis-à-vis PARI that its services are free from third-party industrial property rights and copyrights and that the delivery and use of the delivered items does not infringe copyrights or other third-party industrial property rights (in particular patents). The Supplier shall indemnify PARI and PARI's customers against any third-party claims arising from such copyright and industrial property right infringements and undertakes to reimburse PARI and PARI's customers for all costs incurred in this regard.

12 Retention of title / provision of materials

- 12.1 Insofar as PARI provides the Supplier with parts, PARI shall retain title to such parts. Processing or transformation by the Supplier is carried out on PARI's behalf. If PARI processes the goods subject to retention of title with other items that do not belong 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 that do not belong 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 mixed items at the time of mixing, even if the Supplier's item is to be regarded as the main item. The Supplier shall uphold co-ownership for PARI.

12.3 If the Supplier has agreed reservation of title in its favor with PARI, any processing of the goods transferred to PARI shall be carried out by PARI for PARI itself. A current account or group reservation shall not apply in this context.

13 Assignment / offsetting / retention by the Supplier

13.1 The Supplier may not transfer obligations or claims against PARI either in whole or in part to a third party without PARI's express written consent, unless stipulated otherwise in Section 354 a of the German Commercial Code (HGB). If PARI gives its consent, the Supplier shall remain a joint and several debtor together with the third party. The Supplier shall notify PARI immediately and in writing of any transfer of rights by law (and any change to the company name).

13.2 The Supplier may only offset undisputed or legally established claims and only derive rights of retention from 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 confidentiality

14.1 "Confidential information" under these GCPs means, in particular, certain technical and commercial information, data and documents exchanged in connection with the purpose of the contract, in particular intentions, experience, knowledge, illustrations, models, molds, tools, samples or designs, which are disclosed to the other Party, whether in material or immaterial form, and whether marked as confidential or not.

14.2 The Supplier is obligated to keep all confidential information that it becomes aware of in connection with the initiation and/or execution of the order strictly confidential and to use the same exclusively for the purpose of fulfilling its contractual obligations vis-à-vis PARI.

14.3 The Supplier may only disclose confidential information to those employees or external consultants who absolutely need the same to complete their respective tasks and who, in turn, are bound to secrecy. It must take suitable precautions to ensure that unauthorized individuals do not gain knowledge of the confidential information.

14.4 On termination of this contract, the Supplier shall be obligated to immediately hand over to PARI all confidential information, PARI's work equipment, documents, correspondence, records, drafts, copies, data carriers and the like relating to PARI's affairs that are still in its possession, and 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 above obligations do not apply to confidential information that:

- a) was demonstrably already known to the Supplier prior to disclosure by PARI;
- b) the Supplier demonstrably and lawfully receives from third parties who are not subject to any confidentiality obligation vis-à-vis PARI;
- c) is or becomes public knowledge through no fault of the Supplier;
- d) the Supplier has demonstrably worked out as part of its own independent developments, without having used confidential information;
- e) the Supplier must disclose due to a statutory, official or court order, provided that
 - (i) the Supplier notifies PARI of the order without delay; and
 - (ii) the Supplier exhausts all reasonable means to protect the confidentiality of the confidential information.

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

14.6 PARI reserves the industrial property rights and copyrights to the confidential information it provides. Neither the confidential information nor the items manufactured in accordance with the same may not be made accessible to third parties without PARI's express written consent.

14.7 The confidentiality obligation shall also apply following termination of the contractual relationship between PARI and the Supplier. It shall expire if and insofar as the knowledge contained in the confidential information provided has become public knowledge without any action on the Supplier's part.

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 law's provisions and the UN Convention on Contracts for the International Sale of Goods.
- 15.2 If the Supplier is a merchant, the exclusive place of jurisdiction shall be Munich Regional Court I. However, PARI shall also be entitled to take action against the Supplier at the court of its registered office.
- 15.3 Unless stated otherwise in the purchase order, the place of performance shall be PARI's place of business.
- 15.4 The PARI Group's privacy policy can be found at: [PP Data Protection - PARI](#).