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General Terms and Conditions of Purchase of agriKomp GmbH, Merkendorf Status 03/2022

The following terms and conditions of purchase are valid for agriKomp GmbH, Energiepark 2, 91732 Merkendorf and agriKomp Fertigungs GmbH & Co KG, Energiepark 2, 91732 Merkendorf - both are hereinafter referred to as "AGRIKOMP".

I. General

1. The following conditions apply to all AGRIKOMP orders.
2. Orders are only binding if they are placed by AGRIKOMP in text form.
Verbal agreements - including subsequent amendments and supplements to these Terms and Conditions of Purchase (GTCP) - are only effective after confirmation in text form by AGRIKOMP.
3. The GTPC apply in their respective version as a framework agreement for current and future contracts for the purchase and/or delivery of movable goods with the same supplier, without AGRIKOMP having to refer to them again in each individual case. In this case, AGRIKOMP will inform the supplier immediately of any changes to the GPC.
4. These Terms and Conditions of Purchase shall apply exclusively. Deviating, contradictory or supplementary general terms and conditions of
The supplier's terms and conditions, even if known, shall only become part of the contract if and to the extent that AGRIKOMP has expressly agreed to their validity in text form.
5. Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these Terms and Conditions of Purchase. Text form is required for the effectiveness of such agreements.
6. Legally relevant declarations and notifications to be made by the supplier to AGRIKOMP after conclusion of the contract (e.g. setting of deadlines or withdrawal) must be made in writing to be effective. All documents, notifications and declarations relevant to the contract, including invoices, must contain at least the following information: Order number(s), cost centre, place of receipt, full designation of the item/object to be delivered, quantities, units of quantity and - in the case of intra-EU delivery - VAT ID number of the supplier.
7. The documents designated in the purchase order, which will be made available to the supplier upon request, are an integral part of the purchase order. The delivery shall be deemed to have been duly executed only upon fulfilment of all conditions specified in the documents.
8. Information in the order text, in drawings and other documents must be checked by the supplier for factual correctness before execution of the order. Any errors detected and/or changes intended by the supplier shall be notified to AGRIKOMP
immediately in text form.
Changes made without AGRIKOMP's consent in text form and their consequences shall be borne by the supplier. The same shall apply in the event of failure to disclose detected errors.
9. The Supplier shall be prepared to carry out subsequent changes to the scope of delivery requested by AGRIKOMP; changes to orders require in any case a supplement in text form on the part of AGRIKOMP. This shall be deemed to be an integral part of the order.

II. Offer, conclusion of the purchase contract

1. Enquiries of AGRIKOMP are subject to change and non-binding. The supplier aims to process inquiries within one week.
2. AGRIKOMP reserves all property rights and copyrights to documents which AGRIKOMP provides to the supplier for the purpose of submitting an offer. They must be returned to AGRIKOMP immediately and free of charge or destroyed if

an offer is not submitted or after the order has been processed.

3. The supplier shall expressly indicate any deviations from the inquiry in the offer. The supplier is bound to his offer for at least one month. The preparation of offers or cost estimates by the supplier shall be free of charge for AGRIKOMP. This also applies in the case of inspections, planning or other services provided by the supplier for the preparation or adjustment of offers or cost estimates.
4. Prices are to be shown in EURO, plus VAT, DAP Incoterms® 2020 agriKomp Merkendorf, including packaging and insurance.
5. The declaration of acceptance with regard to orders of AGRIKOMP which are not based on a previous offer of the supplier (e.g., orders from a catalogue or a list) must be made within calendar 7 days after their receipt by means of order confirmation in text form with binding delivery time. If the supplier does not make a statement within this period, the order is considered confirmed.
6. Deviations in quantity and quality compared to the content of the order, as well as subsequent changes to the contract, are only deemed to be agreed if they are confirmed in text form by AGRIKOMP.
7. Before execution of the order AGRIKOMP is entitled, in agreement with the supplier, to make changes in the design, delivery quantity and delivery time. The effects of the changes are to be regulated appropriately and amicably. If no agreement can be reached, AGRIKOMP has the right to terminate the contract. In this case the supplier will receive an appropriate reimbursement of expenses. The supplier is not entitled to make changes in design or execution compared to previous, similar deliveries and services without consultation with AGRIKOMP.
8. Unless otherwise agreed in individual cases, tools, devices or other aids provided must be returned to AGRIKOMP immediately upon completion of the order without special request. Products manufactured or marked with such production means, brands and presentations may only be supplied to third parties with the express approval in text form by AGRIKOMP.

III. Termination by AGRIKOMP

AGRIKOMP is entitled to terminate a contract for work and services or a contract for work and materials concerning a non-fungible movable item at any time. In this case the supplier is entitled to the rights according to § 648 S. and 3 BGB. Further claims of the supplier are excluded.

IV. Delivery time/contractual penalty

1. Delivery dates and deadlines stated in the order or in calls for delivery refer to the time of receipt of the delivery item at the delivery address specified by AGRIKOMP and are binding. Early deliveries, partial deliveries and excess deliveries are only permissible after consultation and explicit agreement with AGRIKOMP.
2. The date of receipt of the delivery at AGRIKOMP's works is decisive for compliance with delivery dates and deadlines. For the receipt of the item, the date of the confirmation when the item has been received by the receiving point named in the order (or in the plants of AGRIKOMP) is decisive.
3. The Supplier shall deliver the delivery item in accordance with DAP Incoterms® 2020 to the delivery address ("receiving point") including packaging and insurance specified by AGRIKOMP. AGRIKOMP may refuse delivery to a different address at its own discretion. Even if AGRIKOMP accepts the delivery, this does not constitute performance and does not cause the risk to pass unless AGRIKOMP expressly consents to the change of place of delivery in text form.

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- A simple acknowledgement of receipt does not constitute such consent. If AGRIKOMP accepts the delivery at a place other than the place of receipt specified in the order and does not give consent to the change of place of delivery, AGRIKOMP shall immediately transport the delivery item to the place of delivery owed at the Supplier's expense and risk or subsequently declare its consent to the change of place of receipt in text form. This declaration has no retroactive effect.
4. If the supplier must assume that a delivery cannot be made in whole or in part on the agreed delivery date in the agreed quality, he must immediately notify AGRIKOMP of this, stating the duration and reasons, and obtain AGRIKOMP's decision on maintaining the order. He shall be liable for any notifications not made or made late.
 5. In the event of a delay in delivery, AGRIKOMP is entitled to the statutory claims. The setting of a deadline by AGRIKOMP is dispensable if AGRIKOMP's own deadline commitment requires this because the rejection of contract performance by AGRIKOMP's customers is to be expected. An exclusion or limitation of liability on the part of the supplier is not permissible. In the event of withdrawal, AGRIKOMP may retain partial deliveries on request against corresponding partial payments. If the supplier repeatedly or permanently exceeds the delivery date by more than 3 weeks, AGRIKOMP also has the right to withdraw from the contract. In the event that the supplier is not responsible for missing the deadline, AGRIKOMP shall only be entitled to withdraw from the contract if the missed deadline is significant and the urgency of the delivery requires this due to AGRIKOMP's own deadline commitment. If acceptance by AGRIKOMP cannot take place on time due to force majeure as well as due to other unforeseen obstacles or obstacles beyond AGRIKOMP's control which affect the acceptance of the goods, the acceptance period shall be extended appropriately and there shall be no default in acceptance. In other cases, any claims for damages shall in any case be limited to 50% of the value of the delivery whose acceptance was delayed.
 6. If the supplier fails to meet the agreed delivery date for reasons for which he is responsible, AGRIKOMP may, in addition to performance, claim a contractual penalty amounting to 0.5% of the total order sum for each commenced week of delay. The contractual penalty amounts to a maximum of 10% of the total order sum.
The assertion of a claim for damages exceeding this remains unaffected. If AGRIKOMP does not expressly reserve the right to claim the contractual penalty upon acceptance of the deliveries, services or subsequent performance, it may nevertheless claim the contractual penalty up to the final payment to the supplier. AGRIKOMP's right to withdraw from the contract remains unaffected.
 7. Before the expiry of the delivery date AGRIKOMP is not obliged to accept the goods.

V. Shipping/transport, packaging, documentation

1. The supplier has to observe the shipping specifications of AGRIKOMP, e.g., regarding packaging or container sizes. He must ensure that the goods are protected against damage by the packaging. If AGRIKOMP does not specify any packaging, the goods must be packaged in a manner customary in the trade.
2. The supplier is liable for losses and damages occurring during transport including unloading until acceptance by AGRIKOMP.
3. Additional costs due to non-compliance with shipping instructions as well as transport accelerated to meet deadlines/deadlines shall be borne by the supplier.
4. A delivery bill must be enclosed with each shipment and must contain: "Your and our order number(s), quantity and

article description of AGRIKOMP with article number(s), remaining quantity in case of permissible partial deliveries. In the case of freight shipments, a dispatch note must be sent separately to AGRIKOMP on the day of dispatch.

5. Delays, additional costs as well as damages caused by non-compliance with the shipping instructions shall be borne by the supplier.

VI. Transfer of risk

Even in the case of a separately agreed sale by delivery to a place other than the place of performance, the risk shall not pass until the goods are handed over to AGRIKOMP. Until shipment, the goods are to be stored for AGRIKOMP free of charge and at the supplier's risk.

VII. Insurance

All deliveries and services shall be insured for transport by the supplier. For this purpose, he shall take out sufficient transport insurance. Upon first request, the supplier shall provide evidence of the insurance.

VIII. Acceptance of goods/obligation to give notice of defects

1. Acceptance of goods is subject to quality, condition and quantity.
2. AGRIKOMP shall inspect the delivery items immediately after receipt for obvious defects (e.g., shortages, visible transport damage, etc.) and shall give notice of such defects immediately after they have been detected.
3. In the absence of agreements in quality assurance agreements, the deliveries are to be examined by AGRIKOMP within a reasonable period of time for obvious deviations in quality or quantity.

A notice of defects by AGRIKOMP is timely if it is received by the supplier within a period of 15 working days. AGRIKOMP may assert claims for defects which are not obvious, but which can be detected by reasonable examination within four (4) weeks from delivery of the delivery items at the place of receipt, hidden defects even after expiry of this period after their discovery.

In this respect, the supplier waives the objection of delayed notification of defects. In the case of through transactions / drop shipments, the complaint of the customer is to be taken into account.

4. AGRIKOMP reserves the right to charge the supplier for the costs incurred in connection with the notification of defects in the event of a complaint.

IX. Prices, payment, invoicing

1. The price shown in the order is the maximum price. It can be undercut, but not exceeded. Prices shown are net prices.
2. The supplier shall not grant AGRIKOMP less favourable prices and conditions than other customers, if and insofar as these offer the same or equivalent conditions to him in the specific case.
3. Upon dispatch of the delivery item, the Supplier shall send an invoice meeting the requirements of tax law and containing the information according to Section I.6 of these GPC to AGRIKOMP by mail or e-mail.
Invoices shall be sent to AGRIKOMP separately for each order, duplicates shall be marked as such. Invoices must not be attached to the deliveries and must correspond to the designation and sequence of the order.
4. AGRIKOMP shall pay invoices received and justified in terms of content within 21 days with 4% discount or within 60 days without discount.
This shall apply accordingly in the case of permissible partial deliveries. Time delays caused by incorrect and incomplete invoices do not affect any discount periods.

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The payment period shall not commence until the end of the day on which AGRIKOMP has received both the invoice and the delivery at the place of receipt or at AGRIKOMP's works.

5. The supplier may only assign claims against AGRIKOMP to third parties with the prior consent of AGRIKOMP in text form. § Section 354a HGB remains unaffected. Offsetting of claims and liabilities is not permitted.
6. Payments shall be made exclusively to the supplier.

X. Securing property

1. If AGRIKOMP provides the supplier with documents within the scope of the order, or if the supplier produces such documents on behalf of AGRIKOMP within the scope of the order, they shall remain the property of AGRIKOMP or shall become the property of AGRIKOMP upon production. The supplier hereby agrees the offer to transfer ownership of these documents, AGRIKOMP hereby accepts.
2. If AGRIKOMP provides the supplier with tools, models, material or parts for the manufacture of the ordered delivery item (provisions), it is agreed that these are the property of AGRIKOMP. The supplier is obliged to use these provisions exclusively for the production of the goods ordered by him. The materials provided shall be stored by the supplier separately from other property and marked as the property of AGRIKOMP. This also applies to the transfer of order-related material.
3. The supplier is obliged to insure the items owned by AGRIKOMP at replacement value at his own expense against fire, water, storm, burglary and damage caused by vandalism. Upon first request, the supplier shall provide evidence of the insurance. At the same time, the Supplier hereby assigns to AGRIKOMP the claims for compensation arising from this insurance; AGRIKOMP accepts the assignment. Within the scope of safekeeping, the Supplier shall store the items properly, safely and dryly, and protect them against theft and damage.
4. The supplier is obliged to carry out any necessary maintenance and inspection work on AGRIKOMP's items as well as all maintenance and repair work at his own expense in due time.
5. Goods manufactured based on advance payments or provisions are the property of AGRIKOMP or are transferred to AGRIKOMP. The supplier undertakes the processing of materials provided on behalf of and for the account of AGRIKOMP as manufacturer. AGRIKOMP thereby acquires direct ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the provision - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the provision to the value of the newly created item. In the event that no such acquisition of ownership should occur at AGRIKOMP, the supplier already now transfers its future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to AGRIKOMP. If the provision is combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the supplier, insofar as it is the owner of the main item, shall assign to AGRIKOMP co-ownership of the uniform item at the time ownership arises in the ratio specified in section XI.5. sentence 2. This provision also applies if AGRIKOMP refuses acceptance due to late or defective delivery or refrains from placing further orders. In such cases, the items provided shall be made available to AGRIKOMP free of charge. Set-off is excluded. The transfer of possession which may be necessary for the above transfer of ownership is already now replaced by the agreement of free custody of these items by the supplier for AGRIKOMP. AGRIKOMP is entitled at any time during normal business hours to convince itself on site at the supplier's

premises of the proper safekeeping and marking of the provided or processed items.

6. Natural signs of wear on tools, devices and auxiliary means are to be notified to AGRIKOMP in text form in due time. Upon request, the supplier is obliged to return the tools in proper condition. In case of conclusion of a tool hire contract, this shall apply in addition.

XI. Warranty

1. The statutory warranty provisions shall apply to the deliveries and services to AGRIKOMP, namely for the supplier's own deliveries and services as well as for the services of the sub-suppliers engaged by him, unless otherwise agreed below.
2. The supplier undertakes to be liable for all defects and consequential damages resulting from the lack of the agreed properties.
3. If the delivery item is defective, AGRIKOMP may, at its discretion, demand the delivery of a defect-free product or the rectification of the defect. All expenses necessary for the purpose of rectifying the defect, replacement delivery or damage repair, in particular removal, installation or reworking/labour and material costs as well as transport and travel costs, shall be borne by the supplier. If such subsequent performance or replacement delivery fails or if the supplier does not carry it out within a reasonable period set by AGRIKOMP, AGRIKOMP shall be entitled to withdraw from the entire contract (rescission) and to claim damages instead of performance. In urgent cases, in particular in case of imminent danger, to avert acute danger or to avoid major damage, AGRIKOMP is entitled to remedy the defects itself or to have them remedied by third parties at the supplier's expense.
4. Rights of conversion, reduction and the right of AGRIKOMP to withdraw from the contract remain unaffected. Likewise, the right to compensation for damages or reimbursement of futile expenses in accordance with the statutory provisions shall remain unaffected.
5. Warranty claims can also be asserted after expiry of the statutory limitation period if a material defect could not be determined at an earlier point in time due to the nature or type of the delivered item. Warranty claims become statute-barred, unless longer statutory warranty periods intervene, 36 months after AGRIKOMP has accepted the product manufactured or delivered by the supplier or the order carried out by the supplier - using AGRIKOMP's delivered products - at the place of receipt or at its works, at the latest, however, upon expiry of 5 years from the date of delivery to AGRIKOMP. The supplier agrees with his business liability insurance to cover this limitation period. The statute of limitations shall be suspended by a notice of defects by AGRIKOMP until the rejection of the claims in text form by the supplier.
6. In case of defects of title, the supplier shall indemnify AGRIKOMP against claims of third parties. With regard to existing defects of title, a limitation period of 10 years shall apply.
7. If defective parts are replaced, repaired or reworked within the limitation period, the warranty obligation shall be extended by the duration of the downtime and shall begin again for the reworked/repaired or spare parts at the time when the supplier has completely fulfilled AGRIKOMP's claims for subsequent performance. Parts to be replaced remain at AGRIKOMP's disposal until they are replaced free of defects and become the supplier's property only after the defect has been remedied.
8. If AGRIKOMP takes back products manufactured and/or sold by it as a result of the defectiveness of the subject matter of the contract delivered by the supplier or if the purchase price was reduced vis-à-vis AGRIKOMP because of this or if claims were made in any other way for this reason,

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- AGRIKOMP reserves the right of recourse against the supplier, whereby it is not necessary to set an otherwise required deadline for AGRIKOMP's defect rights.
9. AGRIKOMP is entitled to demand reimbursement from the supplier of the expenses which he had to bear in relation to his customer, as the latter has a claim against AGRIKOMP for reimbursement of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs.
 10. Without prejudice to the provisions of clause 6, in the cases of clauses 8 and 9, the limitation period shall commence at the earliest 2 months after the date on which AGRIKOMP has fulfilled the claims made against it by its customer, but no later than 5 years after delivery by the supplier.
 11. If a material defect becomes apparent within 6 months of the transfer of risk, it shall be presumed that the defect was already present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the defect.
 12. The supplier shall bear the costs and risk of returning defective delivery items.

XII. Liability for infringement of property rights, indemnification

1. The Supplier warrants that the use of the delivery item and/or its sale does not infringe any patents, licenses, process or other industrial property rights of third parties. This shall also apply to the resale and/or use of the delivery item into a foreign country or abroad.
2. The supplier warrants that the delivery item and its presentation comply with the regulations existing for the operation or use of such items, irrespective of whether these regulations are based on European law, statute, official regulations or commercial practice. He shall indemnify AGRIKOMP against all claims under public and private law arising from violations of these regulations.
3. If a claim is made against AGRIKOMP due to an infringement of an industrial property right in accordance with section XII.1. of these GPC, the supplier shall join a legal dispute on the part of AGRIKOMP, bearing all legal costs, unless expressly agreed otherwise. The supplier shall be obliged to indemnify AGRIKOMP against claims of third parties upon first request.
4. If the use of the delivery item leads to the infringement of industrial property rights or copyrights of third parties, the Supplier shall, at its own expense, procure for AGRIKOMP the permission and the right for further use in all countries or modify the delivery item in a manner reasonable for AGRIKOMP in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, both parties are entitled to withdraw from the contract. In addition, the supplier shall indemnify AGRIKOMP from undisputed or legally established claims of the respective property right holders. A withdrawal by the supplier declared in accordance with the above provision shall be deemed to be recognition of the third party's claims on the merits.
5. In case of use of property rights of third parties on the basis of license agreements concluded by the supplier, the supplier shall ensure that the use of the delivered products is permitted in all countries in which corresponding property rights exist. AGRIKOMP shall have a right of joint use free of charge to its industrial property rights to the extent of the products supplied. The supplier's obligation to indemnify extends to all expenses incurred by AGRIKOMP from or in connection with the claim by a third party.
6. Further claims of AGRIKOMP, e.g., for compensation for lost profit, shall remain unaffected. AGRIKOMP shall be entitled to compensation for lost profit against the supplier in the event of an infringement of industrial property rights irrespective of the supplier's fault.

XIII. Product Liability, Insurance Coverage

1. For defects in the delivery item as well as damages resulting therefrom which occur at AGRIKOMP or third parties, the supplier shall indemnify AGRIKOMP from the resulting liability. The supplier shall agree with its insurer on the co-insurance of this indemnification within the scope of its business liability insurance. The Supplier shall indemnify AGRIKOMP from responsibility for product damage to the extent that the cause lies within its sphere of control and organization.
2. He shall be obliged to reimburse expenses for a recall action carried out to prevent personal injury, property damage and financial loss, which became necessary due to the product defects caused by the supplier.
3. The supplier undertakes to maintain a business and product liability insurance with a lump sum coverage of at least € 2 million for personal injury and property damage. The scope of this insurance shall extend to the forms of coverage of the so-called extended product liability insurance (ProdHV) including the insurance of personal injury and property damage due to the absence of warranted characteristics of the delivery item (1); combination, mixing and processing of the delivery products (2); further treatment and processing (3); removal and installation costs (4); scrap production by machines (5) as well as an inspection and sorting costs clause (6). The sum insured for damages according to clauses (1)-(6) must also amount to at least € 2 million. Upon request, the supplier shall provide AGRIKOMP with a corresponding confirmation of the insurer (*certificate of insurance*).

XIV. Liability of AGRIKOMP

1. AGRIKOMP is liable for damages - regardless of the legal grounds - only in case of intent and gross negligence. In the event of simple negligence, it shall only be liable for
 - (i) Damages resulting from injury to life, body or health,
 - (ii) Damages arising from breach of warranty or claims under the Product Liability Act.
 - (iii) Damages resulting from the breach of an essential contractual obligation (i.e., an obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies on and may rely); in this case, however, AGRIKOMP's liability is limited to the compensation of the foreseeable, typically occurring damage.

The same applies to breaches of duty by vicarious agents of AGRIKOMP.

2. The supplier shall be liable in accordance with the statutory regulations.

XV. Force majeure

1. War, civil war, pandemic events, export restrictions or trade restrictions due to a change in political circumstances as well as strikes, lockouts, operational disruptions, operational restrictions and similar events which make it impossible or unreasonable for AGRIKOMP to fulfil the contract are considered force majeure and release AGRIKOMP from the obligation to take delivery on time for the duration of their existence.
2. The contracting parties are obliged, after being informed by AGRIKOMP, to adjust their obligations to the modified contractual relationships in good faith.
3. Insofar as the force majeure is of not insignificant duration, i.e., has already lasted for at least 2 weeks without interruption, AGRIKOMP is entitled to withdraw from the contract insofar as it results in a significant reduction in demand for AGRIKOMP. This is particularly the case if the demand for AGRIKOMP is reduced by more than 30%.

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XVI. Minimum wage obligation

1. The supplier guarantees to AGRIKOMP that for all services to be provided by the supplier he will comply with the minimum wage obligations. The obligation to pay the higher applicable minimum wage shall apply unless a deviation from the statutory minimum wage is permissible in accordance with § 24 para. 1 MiLoG. If the supplier has to pay contributions to a joint institution of the collective bargaining parties in accordance with § 8 AErg, the supplier shall furthermore guarantee AGRIKOMP the proper and timely payment of these contributions (minimum wage obligation).
2. If subcontractors or temporary workers are used, the supplier shall be obliged to include the subcontractor or the temporary worker in the agreements to comply with the minimum wage obligations on his part.
3. Upon request, the supplier must provide AGRIKOMP with all necessary information and provide necessary data and documents so that AGRIKOMP can also check for itself that the supplier, subcontractor or rental company complies with the minimum wage obligations.
4. If the supplier or subcontractors or rental companies involved by the supplier in the performance of the contract violate the minimum wage obligations, AGRIKOMP is entitled to extraordinarily terminate the existing agreements with the supplier without observing a period of notice or to withdraw from individual purchase contracts.
5. The Supplier shall be fully liable for any damage incurred by AGRIKOMP as a result of the supplier or the subcontractors or rental companies engaged by the supplier failing to comply with the minimum wage obligations. The supplier shall indemnify AGRIKOMP against all third-party claims asserted against AGRIKOMP on the basis of a breach of the minimum wage obligation and shall bear all costs incurred by AGRIKOMP as a result of this claim (including any ancillary costs, e.g., interest and reasonable legal costs).

XVII. Accident prevention/safety, protective laws, quality assurance

1. The supplier undertakes to comply with the occupational health and safety regulations, accident prevention regulations and safety regulations applicable at its production site as well as compliance with the law on technical work equipment, as well as generally recognised safety and occupational medical rules.
2. The Supplier shall also be responsible for ensuring that the delivery item complies with all statutory requirements applicable at the place of receipt with regard to safety and environmental compatibility or other regulations and regulatory requirements applicable to its intended use or further processing.
3. In particular, the Supplier warrants that its products do not contain any of the hazardous substances specified in EU directives and the national laws and regulations derived therefrom on the restriction of certain hazardous substances in electrical and electronic equipment, such as mercury, cadmium, lead, chromium VI, as well as PBB and PBDE.
4. Furthermore, the supplier is obliged to maintain a quality management system based on the international standard ISO 9000ff. with the commitment to zero defect objectives and continuous improvement of its performance.
5. If there is reason to assume that a delivery or service does not comply with these requirements, in particular that a considerable danger emanates from the delivery or service even when used for its intended purpose, AGRIKOMP may demand individual proof from the supplier of compliance with the provisions of equipment protection law. If the supplier fails to provide this proof or fails to do so within a reasonable period of time, AGRIKOMP shall be entitled to withdraw from the contract.

XVIII. Secrecy

1. The supplier is obliged to keep secret the conditions of the order, all information provided by AGRIKOMP for the purpose of the contract, in particular all related commercial and technical details - and documents as well as the knowledge and experience acquired according to AGRIKOMP itself and to use them only for the execution of the order. In particular, the Supplier shall not duplicate AGRIKOMP's documents and shall return them to AGRIKOMP immediately and without being requested to do so after completion of inquiries or after completion of the order or, if possible, delete them.
2. The supplier is obligated to keep the documents and information confidential even after the order has been completed.
3. Without AGRIKOMP's prior consent in text form, the supplier may not refer to the business relationship with AGRIKOMP in advertising material or other business documents and may not exhibit or depict delivery items manufactured for AGRIKOMP.
4. Any disclosure of information or documents to third parties may only be made with the prior consent of AGRIKOMP in text form.
5. The Supplier shall oblige its sub-suppliers or other subcontractors accordingly.

XIX. Compliance Commitment

The supplier acknowledges that in general and in particular within the framework of the business relationship with AGRIKOMP, he is obliged to comply with all applicable laws, ordinances and regulations, in particular those relating to the fight against corruption in business life, the protection of fair competition, the prohibition of insider trading, money laundering and child labour, as well as the safeguarding of data protection and discrimination- and harassment-free workplaces, and to ensure that his upstream suppliers and subcontractors do likewise. The supplier further undertakes to indemnify AGRIKOMP against all consequences of any violations of these principles upon first request.

XX. Place of performance, place of jurisdiction

1. Unless otherwise agreed, the place of performance is the registered office of AGRIKOMP.
2. If the supplier is a merchant, then the place of jurisdiction for all disputes arising from the order in question is AGRIKOMP's place of business. AGRIKOMP's right to sue the supplier at his general place of jurisdiction remains unaffected.

XXI. Applicable law

All legal relations between AGRIKOMP and the supplier, even if the supplier has its registered office abroad, shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In the case of contracts with foreign relations, the applicability of the International and German Conflict of Laws is excluded.

XXII. Severability clause

Should individual provisions of these GPC be invalid, this shall not affect the remaining provisions. Invalid provisions shall be reinterpreted in such a way that the economic purpose intended by this provision is achieved.