

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

1. General, Scope of Application

(1) These General Purchasing Terms and Conditions ("GPTC") apply to all business relationships with our business partners and suppliers ("Contractor"). These GPTC apply only where the Contractor is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.

(2) These GPTC apply in particular to contracts for sale and/or delivery of movable goods ("Goods"), irrespective of whether the Contractor manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB), as well as to services. Unless otherwise agreed, these GPTC, in the version valid at the time of the order placed by Geiger Automotive GmbH, or in any event, in the version most recently communicated to the Contractor in text form, also apply as a framework agreement to future contracts of a similar nature without the need for renewed reference in each individual case.

(3) These GPTC apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the Contractor shall become part of the contract only if and to the extent that Geiger Automotive GmbH has expressly agreed to their application in writing. This requirement of consent applies in all cases, including Geiger Automotive GmbH accepts deliveries or services of the Contractor without reservation while being aware of the Contractor's general terms and conditions.

(4) Individual agreements concluded with the Contractor take precedence over these GPTC in all cases. Subject to proof to the contrary, the

content of such agreements is governed by a written contract or the written confirmation issued by Geiger Automotive GmbH.

(5) Legally relevant declarations and notifications by the Contractor (e.g., deadlines, reminders, withdrawal from contract) must be made at least in text form (e.g., email or fax). Mandatory statutory form requirements remain unaffected.

2. Orders and Conclusion of Contract

(1) Timely receipt of the Goods at the delivery location specified in the order during normal business hours is decisive for compliance with the delivery deadline. The Contractor must notify Geiger Automotive GmbH of any obvious errors or omissions, omissions or inconsistencies in the order.

(2) The Contractor must confirm the order in writing within five (5) business days or accept it without reservation by dispatching the Goods within that period.

(3) Geiger Automotive GmbH may request reasonable changes to the subject matter of the delivery. The parties shall agree on any resulting adjustments to the costs and delivery dates..

(4) All correspondence must state the purchase order number, the project number (if applicable), the material number and the responsible purchasing contact at Geiger Automotive GmbH

3. Delivery Time and Delay in Delivery

(1) The delivery period specified in the order is binding. Geiger Automotive GmbH is not obliged to accept partial deliveries. Compliance with the delivery deadline is determined by the receipt of the Goods at the receiving location designated by

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

Geiger Automotive GmbH. The Contractor must notify Geiger Automotive GmbH immediately in writing of any anticipated delay in delivery.

(2) In the event of a delay in delivery, Geiger Automotive GmbH is entitled to all statutory remedies without limitation.

(3) If the Contractor is in default with any delivery or service, Geiger Automotive GmbH is entitled to claim a contractual penalty of 1% of the net price of the delayed delivery or service for each completed calendar week of delay, up to a maximum of 5% of the net price of the delayed delivery or service.

(4) The assertion of further statutory remedies, in particular claims for damages arising from the delay, remains unaffected. Any contractual penalty will be set off against corresponding claims for damages.

(5) Geiger Automotive GmbH may assert the contractual penalty no later than upon final payment, provided that it reserved the right to claim the contractual penalty upon acceptance of the delayed delivery or service.

4. Performance, Delivery, Transfer of Risk

(1) The performance of services by third parties (e.g. subcontractors) require the prior written consent of Geiger Automotive GmbH.

(2) Unless otherwise agreed, delivery must be made Delivered Duty Paid (DDP Incoterms[®] 2020) to the place specified in the order. That place is also the place of performance, and the Contractor bears the obligation to deliver the Goods to that place.

(3) The Contractor bears the transport risk. The risk of accidental loss or deterioration of the Goods

passes to Geiger Automotive GmbH upon delivery at the place of performance.

5. Force Majeure

(1) Force majeure, operational disruptions for which Geiger Automotive GmbH is not responsible, civil unrest, governmental measures and other unavoidable events (in particular pandemics or epidemics) release Geiger Automotive GmbH, for the duration of such disruption, from its obligation to accept the ordered Goods and/or Services in due time. The contracting parties must, without undue delay and to the extent reasonably practicable, provide each other with the necessary information and adapt their contractual obligations in good faith to the changed circumstances, in particular changed market requirements.

(2) If such adaptation is not economically or technically feasible or is unreasonable, Geiger Automotive GmbH is entitled, without prejudice to any other rights, to withdraw from the contract in whole or in part during the occurrence of such event and within two weeks after its cessation, provided that the event is not merely of insignificant duration.

(3) The provisions of Section 5.1 apply accordingly in the event of industrial disputes, in particular strikes and lockouts.

6. Prices and Terms of Payment

(1) Prices stated in purchasing documents (purchase orders, scheduling agreements and similar documents) are fixed prices. Unless otherwise agreed, all prices include delivery "Delivered Duty Paid" (DDP Incoterms[®] 2020), including packaging, insurance and customs duties up to the unloading point.

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

(2) Invoices must state the purchase order number, the project number and a precise description of the delivered Goods.

(3) Unless otherwise agreed, payments are made either within sixty (60) calendar days net or within fourteen (14) calendar days less a 3% cash discount.

(4) Geiger Automotive GmbH is entitled to rights of set-off and retention to the full extent permitted by law.

7. Confidentiality and Retention of Title

(1) All documents, tools, drawings, models and prototypes provided by Geiger Automotive GmbH remain its property. They must be kept confidential and must not be disclosed to third parties without the prior written consent of Geiger Automotive GmbH.

(2) The confidentiality obligation survives termination of the business relationship. It ceases only if and to the extent that the knowledge contained in the provided documents has become publicly known. In any event, the confidentiality obligation remains in force for a period of five (5) years following the completion of the last delivery.

(3) Materials provided by Geiger Automotive GmbH remain its property and must be identified as such and stored separately.

8. Quality and Warranty Rights

(1) The Contractor warrants that all deliveries and services comply with the agreed specifications, applicable statutory requirements and the current state of the art. In particular, the Contractor warrants the agreed characteristics of the Goods and compliance with applicable technical standards (DIN, VDE, etc.).

(2) The Contractor must implement suitable quality management systems and, upon request, provide appropriate evidence thereof.

(3) Statutory provisions apply to defects in quality and title unless otherwise provided for in these GPTC.

(4) Geiger Automotive GmbH's commercial inspection obligation is limited to obvious defects, transport damage and quantity deviations identifiable during incoming goods inspection.

(5) Notices of defects are deemed to have been submitted in due time if issued within ten (10) working days after discovery of the defect.

(6) The Contractor bears all costs of subsequent performance, including removal and reinstallation costs.

9. Supplier Recourse

(1) Geiger Automotive GmbH is entitled to all statutory recourse rights within the supply chain without limitation.

(2) Upon first written demand, the Contractor must indemnify Geiger Automotive GmbH against all third-party claims to the extent that such claims are based on a defect in the products, services or components supplied by the Contractor for which the Contractor is responsible.

(3) Such indemnification includes, in particular, claims arising from product liability, infringements of intellectual property rights, safety defects, recall measures and violations of statutory or regulatory requirements.

(The indemnification further covers all necessary and reasonable costs of legal defence, claim handling, recall, inspection and replacement measures, as well as any other expenses incurred

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

by Geiger Automotive GmbH in connection with third-party claims.

(5) Geiger Automotive GmbH must inform the Contractor without undue delay of any third-party claims asserted, provided that this does not prejudice the legal defence, and must grant the Contractor a reasonable opportunity to participate in the defence of such claims.

(6) Any further statutory or contractual claims of Geiger Automotive GmbH remain unaffected.

10. Manufacturer's Liability and Product Liability

(1) In addition to the statutory liability under the German Product Liability Act (Produkthaftungsgesetz), the Contractor remains liable for indirect financial losses insofar as such liability arises from tortious grounds (Section 823 BGB) or contractual claims. Any limiting clauses contained in the Contractor's general terms and conditions are not accepted by Geiger Automotive GmbH.

(2) The Contractor must reimburse the necessary expenses pursuant to Sections 683 and 670 BGB incurred in connection with justified third-party claims or product recall measures. To the extent possible, Geiger Automotive GmbH must inform the Contractor of the content and scope of recall measures.

(3) The Contractor must maintain product liability insurance (including extended product liability coverage) with a minimum insured amount of EUR 5,000,000 per insured event.

(4) The Contractor warrants that its deliveries do not infringe any third-party intellectual property rights.

11. Limitation Periods

(1) By way of derogation from Section 438 (1) No. 3 BGB, the general limitation period for claims based on defects is three (3) years from the transfer of risk (or from acceptance, if agreed).

(2) Claims arising from defects in title do not become time-barred in any event as long as a third party is still entitled to assert the relevant right against Geiger Automotive GmbH.

12. Statutory and Technical Requirements

(1) The Contractor must ensure compliance with all applicable statutory provisions, regulations, technical standards and governmental requirements at its own responsibility. This includes, in particular, requirements relating to product safety, occupational health and safety, the Machinery Directive, hazardous substances legislation, and environmental and accident prevention regulations.

(2) The Contractor must ensure that the supplied products and equipment bear all required markings, approvals and declarations of conformity. Where required, complete CE conformity, including all necessary technical documentation, must be provided.

(3) In the case of linked or integrated systems, the Contractor must carry out an overall conformity assessment and provide the necessary overall documentation.

(4) Any required retrofits or modifications due to statutory or regulatory requirements must be carried out at the Contractor's expense, provided that their cause falls within the Contractor's sphere of responsibility.

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

13. Material Information and REACH Compliance

- (1) The Contractor must comply with all applicable requirements of the REACH Regulation and other applicable legislation relating to substances.
- (2) If supplied Goods contain substances of very high concern (SVHC) within the meaning of Article 33 of the REACH Regulation, the Contractor must inform Geiger Automotive GmbH thereof in writing without undue delay and prior to delivery.
- (3) Safety data sheets pursuant to Article 31 of the REACH Regulation must be provided by the Contractor without undue delay and, at the latest, prior to the first delivery, in their current version.
- (4) The Contractor is also liable for breaches of obligations by its upstream suppliers within the supply chain with regard to material information and statutory information obligations.
- (5) Geiger Automotive GmbH is entitled to have material or laboratory tests carried out at the Contractor's expense if there are specific indications of violations of statutory substance restrictions or declaration obligations.
- (6) Export- and customs-related information, such as country of origin, statistical commodity codes, supplier declarations or export classifications, must be provided completely and accurately.

14. Publications

- (1) Without the prior written consent of Geiger Automotive GmbH, the Contractor is not entitled to use business relationships, projects, orders or joint developments for advertising purposes or to refer to them publicly.
- (2) This applies in particular to press releases, reference lists, marketing materials, websites and publications on social media.

15. Scope of Delivery

- (1) The Contractor must provide the delivery item complete, ready for operation and fully functional.
- (2) The scope of performance includes all documents required for installation, operation, maintenance, servicing and safe use, in particular operating manuals, maintenance documentation, inspection reports, safety information and technical documentation.
- (3) The documentation must be provided in German unless otherwise agreed.

16. Export Control, Customs and Tax Cooperation Obligations

- (1) The Contractor must comply with all applicable export control, foreign trade and customs regulations and must inform Geiger Automotive GmbH in due time about goods subject to approval requirements, restrictions or controls.
- (2) This applies in particular to goods, software, technologies and technical data subject to national or international export control regulations.
- (3) Prior to the first delivery, the Contractor must provide Geiger Automotive GmbH with all information required for export control and customs clearance completely and in writing. This includes, in particular:
 - material or article number
 - product description
 - country of origin
 - statistical commodity code (HS code)
 - applicable export classifications
 - export list numbers
 - Export Control Classification Number (ECCN)
 - information on US re-export control regulations, including EAR99

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

(4) The Contractor must notify Geiger Automotive GmbH without undue delay of any changes to export control classifications or customs-relevant data.

(5) The Contractor must support Geiger Automotive GmbH in complying with international supply chain and security standards as well as in connection with customs authorizations and security programmes, in particular with regard to AEO, C-TPAT or comparable certifications.

(6) Geiger Automotive GmbH is entitled to request suitable evidence of supply chain security and to carry out, or have carried out, corresponding inspections or audits upon reasonable prior notice.

(7) In the event of customs measures, seizures or official inspections, the Contractor must provide immediate and comprehensive support, in particular by providing all required documents and information.

(8) The Contractor must correctly state the non-preferential and, where required, the preferential origin of the supplied Goods and provide the necessary evidence thereof.

(9) For deliveries within the European Union, the Contractor must provide valid long-term supplier declarations upon request in accordance with the applicable EU legislation.

(10) For cross-border deliveries of Goods, all documents required for customs clearance must be provided completely and properly.

(11) In invoices, all separately charged cost components in addition to the value of the Goods must be stated separately, in particular development, licence, tooling or supplied-material costs.

(12) In the case of free-of-charge deliveries or sample deliveries, the pro forma invoice must state a customary market value of the Goods and include a note that the stated value is provided exclusively for customs purposes.

(13) The Contractor must support Geiger Automotive GmbH in optimising customs procedures and reducing customs duties and import duties to the extent permitted by law.

(14) To the extent that payments to foreign Contractors are subject to withholding tax obligations, Geiger Automotive GmbH is entitled to make tax deductions required by law and remit such amounts to the competent authorities.

(15) The Contractor must provide the required exemption or relief certificates in due time if a full or partial tax exemption is possible based on applicable double taxation agreements.

(16) If the relevant documentation is not available at the time of payment, the tax deduction will be made in accordance with the applicable statutory provisions.

(17) Upon request, Geiger Automotive GmbH will provide the Contractor with evidence of withholding taxes remitted.

(18) The cross-border transfer of software, technologies or technical data generally takes place exclusively in electronic form unless otherwise agreed. This does not apply to software that is an integral part of hardware delivery.

(19) If the Contractor repeatedly breaches its obligations under this section, Geiger Automotive GmbH is entitled to terminate the affected contracts for cause or withdraw from the contract. Any further statutory or contractual claims remain unaffected.

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

17. Acceptance

(1) Where acceptance is required by law or contract, it shall only take place after successful commissioning and completion of the agreed functional, quality and performance tests.

(2) A further prerequisite for acceptance is that all due documentation, evidence, operating manuals, inspection reports and other documents owed under the contract have been provided in full.

(3) The use of the supplied equipment, systems, software or services for testing, inspection, production, validation or commissioning purposes prior to formal acceptance does not constitute acceptance.

(4) Geiger Automotive GmbH is entitled to refuse acceptance if material defects exist or essential contractually owed functions, evidence or documents are missing.

(5) A written acceptance report must be prepared regarding the acceptance.

(6) If acceptance does not take place within ten working days after written notification of readiness for acceptance and no material defects are notified in writing within this period, the performance shall be deemed accepted, unless an objectively required longer testing or commissioning period is necessary.

(7) Geiger Automotive GmbH's statutory rights in respect of defects remain unaffected and unrestricted even after acceptance.

18. Tools, Fixtures and Customer-Provided Production Equipment

(1) Ownership and Purpose Restriction
Tools, fixtures, moulds, models, gauges and other production equipment ("Tools") provided or fully or partially financed by Geiger Automotive GmbH

remain the property of Geiger Automotive GmbH, irrespective of their location. Tools may only be used for the performance of the contractually agreed services for Geiger Automotive GmbH. Any use for third parties or for the Contractor's own purposes is prohibited.

(2) Identification, Storage and Protection
The Contractor must clearly and permanently identify all Tools as the property of Geiger Automotive GmbH and store them separately from its own or third-party property.

The Contractor must handle the Tools with due care, maintain them regularly and protect them against damage, loss and unauthorized access by third parties.

The Contractor is liable for all damage resulting from a breach of these obligations.

(3) Maintenance, Servicing and Replacement
The Contractor must properly maintain and service the Tools.

Wear-related repairs and necessary replacements must be reported in due time and require the prior consent of Geiger Automotive GmbH. Unless otherwise agreed, the Contractor bears the costs of maintenance and normal wear and tear.

(4) Return and Rights of Access
Tools must be returned to Geiger Automotive GmbH immediately upon first request, but no later than upon termination of the business relationship, in proper condition.

Geiger Automotive GmbH is entitled, at any time and upon reasonable prior notice, to inspect the condition and proper use of the Tools at the Contractor's premises. In the event of disruptions to performance, delivery delays, impending insolvency or other material breaches of contractual

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

obligations, Geiger Automotive GmbH is entitled to demand the immediate return of the Tools.

(5) Customer-Provided Materials

Materials provided by Geiger Automotive GmbH remain its property and may only be used in accordance with the contract. They must be stored separately, identified as such and protected against unauthorised access. The Contractor is liable for any loss, damage or improper use.

19. Development and Engineering Services

(1) Scope of Services

Where the Contractor provides development, design or engineering services, such services include, in particular, the complete and functional elaboration of the agreed technical solutions, including all required documents.

(2) Rights to Development Results

All results created in the course of the services, in particular drawings, 3D models, CAD data, specifications, calculations and documentation, shall, upon their creation and to the extent permitted by law, transfer to Geiger Automotive GmbH as an unrestricted, exclusive right of use. These rights include, in particular, the use, reproduction, modification, further development and disclosure to third parties.

(3) Documentation Obligations

The Contractor must provide all documents required for the use, manufacture, maintenance and further development of the results in full, in a structured manner and in the agreed format.

Without complete documentation, the services shall not be deemed fully performed.

20. Acceptance of Tools and Series Release

(1) Acceptance Requirements

Acceptance of Tools shall only take place after

successful verification of their functionality under series-like production conditions ("try-out").

This includes, in particular:

- achievement of the agreed quantities
- compliance with defined quality indicators (e.g. Cp/Cpk)
- proof of stable production processes

(2) Preliminary Use

The use of Tools for testing, pre-series production, validation or production preparation purposes does not constitute acceptance.

(3) Defects and Rectification

The Contractor must remedy identified defects without undue delay and at no additional cost. If the Contractor fails to fulfil this obligation within a reasonable period, Geiger Automotive GmbH is entitled to have the necessary measures carried out itself or by third parties at the Contractor's expense.

21. Tooling Costs and Payment Terms

(1) Payment Structure

Unless otherwise agreed, tooling costs shall be paid based on progress and project milestones. Full payment shall not result in a transfer of ownership to the Contractor.

(2) Insolvency Protection

In the event of the Contractor's insolvency or impending inability to pay, Geiger Automotive GmbH shall have the right to access the Tools and the related documentation at any time.

22. Lifecycle and Replacement Tools

The Contractor must continuously document the service life and condition of the Tools and provide evidence thereof to Geiger Automotive GmbH upon request. Required replacement Tools or general overhauls must be notified in due time

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

and require the approval of Geiger Automotive GmbH.

23. Software Usage Rights

(1) The Contractor grants Geiger Automotive GmbH and its affiliated companies a permanent, non-exclusive, unlimited right of use in terms of time, territory and scope with regard to the supplied software, including the related documentation, insofar as this is required for the contractual use, processing, integration, maintenance and further development of the software.

(2) The right of use includes, in particular, the right to install, reproduce, execute, modify, correct errors, extend, back up and use the software within the framework of hosting, cloud, virtualisation, testing, backup, outsourcing or intra-group operating models.

(3) Geiger Automotive GmbH is entitled to have the software used, maintained, operated, analysed or further developed by commissioned third parties, provided that this is carried out exclusively for its own business purposes and the Contractor's legitimate confidentiality interests are preserved.

(4) If individual software, customer-specific developments or customisations are the subject matter of the contract, the Contractor must provide the complete and documented source code, including development documentation, interface descriptions, build information and comments, no later than upon acceptance.

(5) In the case of standard software, all rights exceeding the contractual use remain with the respective rights holder. The Contractor warrants that all rights of use required by Geiger Automotive GmbH for the contractual use of the software are effectively granted.

(6) The Contractor must fully disclose, to the best of its knowledge, the use of open-source software.

(7) The Contractor warrants that the use of open-source software does not infringe any known licence terms that would prevent the contractual use of the software.

(8) The Contractor warrants that the delivery and use of the software do not infringe any third-party rights. The Contractor shall indemnify and hold harmless Geiger Automotive GmbH against all third-party claims arising from infringements of intellectual property rights, copyrights, licences or other usage rights, insofar as such claims are based on a breach of obligation attributable to the Contractor.

(9) The indemnification shall include, in particular, all necessary and reasonable costs of legal defence, claims handling, licensing, adaptation, migration or replacement procurement.

(10) The Contractor must notify Geiger Automotive GmbH in writing without undue delay of security-relevant vulnerabilities, critical errors or known security risks in the supplied software and, within the scope of agreed maintenance or support services, provide appropriate security updates, patches or hotfixes.

(11) Geiger Automotive GmbH is entitled to request the provision of an up-to-date Software Bill of Materials (SBOM) in accordance with recognised industry standards.

(12) Where agreed, the source code of standard software shall be deposited with a neutral escrow service. Geiger Automotive GmbH is entitled to access the deposited source code if the Contractor permanently ceases maintenance or support, no longer fulfils material contractual obligations

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

or insolvency proceedings are opened over its assets.

24. Adaptations and Customisation

(1) Individual adaptations, extensions or customer-specific developments shall be subject to the same rights of use and exploitation as the underlying software.

(2) The Contractor must ensure that customer-specific adaptations remain functional after updates or version changes or can be migrated without disproportionate effort.

25. IT Defects and Substitute Performance

(1) If significant defects occur in software, IT systems or other digital services, the Contractor must remedy such defects within a reasonable period after written request by Geiger Automotive GmbH.

(2) If the Contractor fails to remedy the defects within the reasonable period set or if immediate defect rectification is required to prevent significant operational risks, Geiger Automotive GmbH is entitled to carry out the necessary measures itself or have them carried out by commissioned third parties.

(3) This applies in particular if operational interruptions, production downtimes, security risks, data protection violations, data losses or other significant impairments of business operations are threatened or have already occurred.

(4) The necessary and reasonable costs incurred thereby shall be borne by the Contractor, provided that the defect falls within the Contractor's sphere of responsibility.

(5) Where possible, Geiger Automotive GmbH will inform the Contractor prior to carrying out

substitute performance about the nature, scope and expected effects of the measures.

(6) Any further statutory or contractual claims of Geiger Automotive GmbH remain unaffected.

26. Limitation Periods for Software and IT Services

(1) The limitation period for claims based on defects in connection with software, digital services and IT services shall be three (3) years from the date of provision, acceptance or productive use, whichever occurs last and can be clearly evidenced.

(2) The limitation period for claims based on defects in title, in particular infringements of third-party intellectual property rights or usage rights, shall be four (4) years.

(3) In cases of intentional breaches of obligation and in cases provided for by law, limitation shall not apply or shall be governed by the statutory provisions.

(4) Any longer statutory limitation periods, in particular in connection with claims for damages or fraudulent concealment of defects, shall remain unaffected.

27. Data Protection

(1) The contracting parties undertake to comply with all applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG).

(2) Personal data may only be processed for the purpose of performing the contract, conducting business transactions and safeguarding legitimate business interests.

General Purchasing Terms and Conditions of Geiger Automotive GmbH (Germany)

(3) The Contractor shall ensure that personal data is only made accessible to employees or third parties who are entrusted with the performance of the respective services and who have been appropriately bound to confidentiality.

(4) If personal data is processed on behalf of one of the parties in the course of the cooperation, the contracting parties shall conclude a separate data processing agreement pursuant to Article 28 GDPR prior to the commencement of such processing.

(5) The Contractor undertakes to implement appropriate technical and organisational measures to protect personal data against loss, manipulation, unauthorised access or any other unlawful processing.

(6) Information regarding the processing of personal data by Geiger Automotive GmbH is available at the following address:

<https://www.geigerautomotive.com/spitzenerzeugnisse-aus-kunststoff/datenschutzerklaerung/>

28. General Provisions

(1) If individual provisions of these General Purchasing Terms and Conditions or any other agreements entered into between the parties are or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

(2) The contracting parties undertake to replace the invalid or unenforceable provision with a provision that comes as close as possible to the economic purpose of the original provision. The same shall apply to any contractual gap.

(3) All legal relationships between Geiger Automotive GmbH and the Contractor shall be

governed exclusively by the laws of the Federal Republic of Germany, excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) To the extent legally permissible, the exclusive place of jurisdiction for all disputes arising directly or indirectly from contractual relationships based on these General Purchasing Terms and Conditions shall be the registered office of Geiger Automotive GmbH.

(5) However, Geiger Automotive GmbH shall also be entitled, at its discretion, to bring legal proceedings against the Contractor before the court having jurisdiction at the Contractor's general place of jurisdiction, at the location of its branch office or at the place of performance.

(6) Amendments, supplements or ancillary agreements to these General Purchasing Terms and Conditions must be made at least in text form. This shall also apply to any amendment of this text form requirement.

29. Final Clause

In the event of any discrepancies, ambiguities, or inconsistencies between the German version and the English translation of these Terms and Conditions, the German version shall prevail and shall be legally binding.