Purchasing Terms and Conditions of the FilaTech Group

including the following FilaTech companies:

- FilaTech Filament Technology u. Spinnanlagen GmbH
- FTT FilaTech Technology GmbH
- FilaTech Holding GmbH

Versioning: Version 1eng_V2ger, September 2026
Registered Office: Dornierstraße 6, 53424 Remagen

Note on the English version: This is an English translation provided for convenience only. In case of any discrepancies between the German and the English version, the German version shall prevail (see § 15.1).

§ 1 General Provisions

1.1 These Purchasing Terms and Conditions apply to all current and future business relationships between FilaTech Filament Technology u. Spinnanlagen GmbH, FTT FilaTech Technology GmbH, and FilaTech Holding GmbH (hereinafter individually and collectively referred to as the "FilaTech Group" and, in the context of a specific order, referred to as "FilaTech") and the supplier of goods and services (hereinafter referred to as the "Supplier") exclusively for the ordering and procurement thereof by the respective ordering company of the FilaTech Group.

1.2 These Purchasing Terms and Conditions apply only to entrepreneurs (§ 14 of the German Civil Code (BGB)), legal entities under public law, and special funds under public law.

1.3 By accepting and executing an order and/or a purchase order, the Supplier acknowledges these Purchasing Terms and Conditions in the version applicable at the time the order is placed. The Purchasing Terms and Conditions may be accessed at any time on the FilaTech Group's website at https://www.filatech.de/downloads/purchasing-terms-and-conditions. Conflicting and/or deviating general terms and conditions of the Supplier shall not be recognized and shall not become part of the

contract unless their applicability has been agreed to in writing by FilaTech at the time the contract is concluded. In such case, as well as in the case of separate agreements on specific conditions for particular orders, these Purchasing Terms and Conditions shall apply subordinately and in a supplementary manner. These Purchasing Terms and Conditions shall also apply if the contract is unconditionally accepted and/or executed by the Supplier with knowledge of conflicting or deviating terms of the Supplier, or if the Supplier refers to its general terms and conditions in its order confirmation and FilaTech does not expressly object thereto. The acceptance of a delivery or service from the Supplier by FilaTech does not constitute consent to the Supplier's general terms and conditions. Silence in response to an order confirmation from the Supplier containing conflicting declarations of the Supplier shall likewise not constitute such consent.

1.4 These Purchasing Terms and Conditions shall apply to all similar future business dealings and contracts with the Supplier, even if FilaTech does not expressly refer the Supplier to them again in the future.

1.5 All correspondence relating to the contract shall be conducted with the purchasing department of the FilaTech Group or with the ordering party, stating the order or purchase order number.

1.6 Individual agreements reached with the Supplier in specific cases (e.g., framework supply agreements or quality assurance clauses) and statements made in FilaTech's offers and orders shall take precedence in all cases.

§ 2 Conclusion of Contract

2.1 The conclusion of the contract, as well as all agreements made between FilaTech and the Supplier for the purpose of carrying out this contract, shall be made in writing. The Supplier shall review any offer from a technical perspective and shall expressly notify FilaTech in the offer of any deviations from the inquiry documents.

2.2 If the offer is made by FilaTech, FilaTech shall be bound by such offer for 14 days from the date of the offer.

2.3 The Supplier's contracting party shall in each case be exclusively the ordering company of the FilaTech Group.

§ 3 Scope of Services

3.1 The scope of services shall be determined by the respective individual order. Documents, reports, ideas, drafts, models, samples, and all other results arising during the performance of services shall form part of the contractual performance.

3.2 The Supplier shall perform its services with the utmost care, observing the latest state of science and technology, the safety regulations of authorities and trade associations, as well as its own existing

knowledge and experience or that obtained during the performance of the contract. The Supplier warrants compliance with statutory provisions, the agreed technical specifications, and other requirements.

3.3 Partial deliveries are not permitted unless expressly agreed otherwise in advance. If the Supplier nonetheless renders a partial delivery, FilaTech shall be entitled, in accordance with the statutory provisions, to rescind the contract in whole or with respect to the remaining quantity and to claim damages.

3.4 The performance of the ordered deliveries and services by third parties requires FilaTech's prior written consent.

3.5 The Supplier shall prepare drawings, data, and other documentation in accordance with FilaTech's requirements, specifications, and guidelines. In the event of any ambiguities, the Supplier is obligated to obtain all necessary information prior to commencing work. The IT systems and programs used for documentation shall be determined by FilaTech. The Supplier is obligated to obtain the corresponding information prior to commencing or performing the contractual services.

3.6 Upon FilaTech's request, the Supplier shall provide information regarding the composition of the delivery item to the extent required for compliance with official requirements in Germany and abroad.

3.7 As long as the Supplier has not yet fully performed its obligations, FilaTech shall be entitled, within the limits of objective reasonableness, to request changes to the order with respect to design, execution, quantity, and delivery time, to the extent required to adapt the delivery item to technical or production-related requirements or to changed specifications. The consequences (e.g., additional or reduced costs, delivery dates) shall be settled by mutual agreement. FilaTech may also request changes to the delivery item after the conclusion of the contract, to the extent this is objectively reasonable for the Supplier. In the case of such a contract amendment, the consequences for both parties, in particular with regard to additional or reduced costs as well as delivery dates, shall be settled by mutual agreement. In the absence of an agreement on the economic and scheduling consequences of a change requested by FilaTech, the Supplier shall remain obligated to perform the originally agreed service.

3.8 The Supplier is obligated to notify FilaTech in writing without undue delay of any concerns it has regarding the manner of performance of the service/delivery requested by FilaTech and to propose to FilaTech any changes it considers necessary to comply with the agreed specifications or statutory requirements.

3.9 The Supplier is obligated to supply spare parts on reasonable terms for the period of ordinary technical use, but for at least 10 years after the last delivery.

3.10 If, after expiration of the minimum period stated in Section 3.9, the Supplier intends to discontinue the supply of spare parts, or if the Supplier intends to discontinue the supply of the delivery item during

such period, FilaTech shall be informed thereof and given the opportunity to place a final order prior to discontinuation.

§ 4 Prices, Delivery, Place of Performance, Payment Terms, Insurance, and Packaging

4.1 The prices stated in the order are fixed prices. The price includes, in particular, costs for freight "carriage paid" ("frei Haus"), insurance, customs duties, packaging, and material testing procedures. Claims based on additional deliveries and/or services may only be asserted upon prior written agreement and commissioning of the additional deliveries and/or services between the contracting parties. Otherwise, additional claims exceeding the total fixed price are excluded.

4.2 Delivery shall be made DDP (Delivered Duty Paid) in accordance with Incoterms 2020 or their respective current version, unless otherwise agreed. Unless a different place of performance has been agreed in writing in the contract, deliveries shall be made to FilaTech's registered office (obligation to be performed at the place of the creditor) and shall be insured by the Supplier at its own expense against damage in transit, incorrect loading or unloading, and theft.

4.3 Goods shall be packaged in such a way that damage during transport and loading operations is avoided. Packaging materials shall only be used to the extent necessary to achieve the intended purpose. The Supplier's take-back obligations, including with respect to transport and product packaging, shall be governed by the statutory provisions. The Supplier confirms that all packaging is licensed and registered with a corresponding system provider in accordance with statutory requirements and that the applicable fees are paid in full and in a proper manner.

4.4 No remuneration is owed for introductions, presentations, negotiations, and/or for the preparation of offers and projects, unless previously agreed in writing.

4.5 Invoices that are due may only be processed by FilaTech once they comply with the statutory requirements, in particular the German VAT Act (UStG), and contain the order number stated in FilaTech's order as well as the information and/or documents agreed upon with the order. The Supplier is obligated to submit invoices in the electronic format prescribed by law (§ 14 UStG). The format supported by FilaTech and the transmission channel shall be communicated to the Supplier separately. The Supplier shall be responsible for any consequences arising from non-compliance with this obligation. In the absence of the aforementioned information and/or documents, the Supplier shall not be entitled to assert the respective claim against FilaTech.

4.6 Unless otherwise agreed in writing, payment of the purchase price shall be due within 14 days with a deduction of 2% cash discount, or within 30 days net, in each case following handover and transfer of ownership of the delivered goods, receipt of a verifiable invoice, and receipt of all contractually required documents. Payment shall be made by cashless transfer to the Supplier's business account. For this purpose, the Supplier shall provide the corresponding bank details. This shall also apply to changes to the bank details. In the case of agreed partial deliveries, payment shall become due only upon the final delivery. This shall not apply to successive delivery contracts or, where applicable, in

cases of rescission with respect to a partial delivery pursuant to Section 3.3 of these Purchasing Terms and Conditions.

4.7 Insofar as the Supplier is required to provide material samples, test protocols, quality documents, or other contractually agreed documents, the completeness of the delivery and service shall also require the receipt of such documents by FilaTech.

4.8 FilaTech shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier's rights of set-off and retention shall apply only insofar as they are undisputed or have been established by a final and non-appealable judgment. FilaTech shall be entitled to reduce invoice amounts by the value of returned goods and by any expenses and claims for damages.

§ 5 Delivery Date

5.1 The delivery date specified in the order, which shall be carefully verified by the Supplier in advance, is binding. The day of receipt of the goods by FilaTech at the agreed place of performance shall be considered the delivery day. If delivery is made prior to the agreed delivery date, FilaTech reserves the right not to accept the delivery and to return it at the Supplier’s cost and risk.

5.2 The Supplier is obligated to notify FilaTech in writing without undue delay if circumstances arise or become apparent to the Supplier from which it becomes evident that the agreed delivery time cannot be met. Otherwise, the Supplier may no longer invoke such circumstances at a later date.

5.3 In the event of culpable delay in delivery by the Supplier, FilaTech is entitled to demand a contractual penalty in the amount of 0.2% of the delivery value according to the final invoice for each commenced working day of delay, but in total not more than 5% of the net order value according to the final invoice. FilaTech expressly reserves the right to assert the contractual penalty up to the time of final payment. Further statutory claims are reserved; the contractual penalty shall be credited against them. The acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.

5.4 If FilaTech is in default of acceptance or in default of performance, any claim for damages to which the Supplier is entitled pursuant to Section 9.3 of these Purchasing Terms and Conditions shall be limited to 0.2% of the delivery value per completed week, up to a maximum of 10% of the delivery value, except to the extent that the default is based on an intentional or grossly negligent breach of duty by FilaTech or by a legal representative or vicarious agent of FilaTech. If FilaTech is in default with a payment of consideration, the Supplier shall be entitled at least to payment of a lump sum of EUR 40 pursuant to §288 BGB. This shall also apply if the claim for payment is a payment on account or another installment payment. This lump sum shall be credited against any damages owed to the extent that the damage consists of costs of legal enforcement. The aforementioned limitation of liability shall not apply to claims for damages arising from injury to life, body, or health.

§ 6 Release from Performance Obligation, Rescission of Contract

6.1 Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obligated, within the scope of what is reasonable, to provide the necessary information without undue delay and to adapt their obligations to the changed circumstances in good faith. Force majeure means any event beyond the parties' operations caused externally by elemental natural forces or by acts of third parties which, based on human insight and experience, is unforeseeable, cannot be prevented or rendered harmless by economically bearable means even with the utmost care reasonably to be expected under the circumstances, and which is not to be accepted by the entrepreneur due to its frequency. Events of force majeure include, for example, labor disputes not attributable to the affected party, official measures, shortages of energy or raw materials, transport bottlenecks or obstacles, pandemics, operational disruptions, e.g., due to fire, water and/or machine damage, or other disruptions in the course of business not attributable to the affected party which are demonstrably of significant impact.

6.2 FilaTech shall be released from its obligation to accept the ordered delivery in whole or in part and shall be entitled to rescind the contract to that extent if, due to the delay caused by force majeure, the delivery has become unusable for FilaTech.

6.3 If, after conclusion of the contract, it becomes apparent that the Supplier will likely be unable to meet its contractual performance obligations, in particular in the case of a significant deterioration of its financial situation, FilaTech shall be entitled to refuse performance of its own counter-performance and – where applicable, after setting a deadline – to rescind the contract.

6.4 FilaTech shall also have a right of rescission – where applicable, after setting a deadline – if individual enforcement measures are taken against the Supplier and it thereby becomes apparent that the Supplier will likely be unable to meet its contractual performance obligations.

6.5 FilaTech may further rescind the contract if the Supplier holds out the prospect of, promises, offers, or grants advantages of any kind to an employee or authorized representative of FilaTech involved in the preparation, conclusion, or execution of the contract.

6.6 The statutory rescission rules shall otherwise remain unaffected.

§ 7 Passing of Risk, Documents

7.1 The passing of risk shall occur upon acceptance of the delivery by FilaTech at the agreed place of performance.

7.2 The Supplier is obligated to state FilaTech's order number on all shipping documents and delivery notes; if the Supplier fails to do so, FilaTech shall not be liable for delays in processing.

7.3 Documents, reports, ideas, drafts, models, samples, and the like provided to the Supplier by FilaTech shall remain the property of FilaTech. The Supplier shall return them to FilaTech without undue

delay and without being requested to do so upon fulfillment of its performance. These documents may be used by the Supplier solely for the purpose of fulfilling its performance obligations toward FilaTech.

§ 8 Warranty Claims, Guarantees, and Quality Requirements

8.1 FilaTech's warranty claims against the Supplier for defects of quality and title shall be governed by the statutory provisions. This shall also apply to the statute of limitations for such claims.

8.2 The Supplier warrants that the goods and deliveries comply with the applicable statutory provisions, in particular that the requirements of the packaging regulations in force from time to time, the RoHS Directive, the German Act on Placing on the Market, Take-Back and Environmentally Sound Disposal of Electrical and Electronic Equipment (Electrical and Electronic Equipment Act – ElektroG), the applicable battery regulations, and the EU REACH Regulation are complied with and implemented. The Supplier further warrants that any copyright levies incurred have been paid to the respective collecting societies. Any copyright levies contained therein shall be indicated on the Supplier's invoices in accordance with § 54 d of the German Copyright Act (UrhG).

8.3 In the case of goods containing digital elements or other digital content, the Supplier owes the provision and updating of the digital content at least to the extent required by an agreement on characteristics or other product descriptions provided by the manufacturer or on its behalf, in particular on the internet, in advertising, or on the product label.

8.4 The Supplier undertakes to comply with the Supplier Code of Conduct attached as an annex and available on FilaTech's website at https://www.filatech.de/downloads/code-of-conduct-lieferanten.

8.5 The production sites at which the goods are produced shall be communicated to FilaTech in writing. Any change shall be notified to FilaTech promptly and in writing. The production sites must hold the certifications specified by FilaTech. To ensure consistent and predictable product quality, the Supplier shall not make any changes to the manufacturing processes or procedures, the composition, function, or appearance of the goods, raw materials, or other components used in the manufacture of the goods, without FilaTech's prior written consent. FilaTech shall decide, at its own discretion, whether to grant or withhold such consent.

8.6 The Supplier shall inform FilaTech without undue delay upon becoming aware if internal or external incidents, investigations, findings, etc., reveal that delivered goods deviate from the product specifications and/or exhibit, or could exhibit, quality defects, and/or if the legal conformity or unrestricted marketability is otherwise called into question. In cases where there could be a risk to life, limb, or health, the Supplier shall inform FilaTech without undue delay, but no later than within two (2) hours after becoming aware of such circumstances.

8.7 FilaTech or experts designated by FilaTech shall be entitled, at any time during business hours, to inspect the Supplier's business premises and business facilities, to review the quality assurance

measures, and to take samples from the ongoing production of the goods. The frequency and scope of such audits shall be at FilaTech's discretion, with due regard for the Supplier's legitimate interests.

8.8 The statutory provisions (§§ 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial duty to examine and give notice of defects, with the following proviso: FilaTech's duty to examine upon receipt of goods shall be limited to defects that are apparent upon external inspection, including the shipping documents, or that are readily identifiable by a superficial minimum inspection (e.g., transport damage, incorrect or short delivery). Insofar as acceptance has been agreed, no duty to examine shall exist. In all other respects, the question shall be to what extent an examination is practicable in the ordinary course of business, considering the circumstances of the individual case. FilaTech's duty to give notice of defects discovered later shall remain unaffected. Notwithstanding the duty to examine, a notice (of defects) shall in any event be deemed to have been given without undue delay and in a timely manner if it is dispatched within five (5) business days from discovery or, in the case of obvious defects, from delivery.

§ 9 Liability

9.1 The Supplier shall be liable within the scope of the statutory provisions.

9.2 Insofar as the Supplier is responsible for product damage, it shall be obligated to indemnify FilaTech against third-party claims for damages, to the extent the claims are justified, and the cause lies within its sphere of control and organization, and it is itself liable in the external relationship. The indemnification obligation shall also extend to all expenses that necessarily arise for FilaTech from or in connection with any claim by a third party, including the costs of legal representation. The Supplier shall insure itself against these risks to a customary and adequate extent.

9.3 The Supplier shall also be obligated to bear the costs of precautionary measures as well as the damage resulting therefrom if the cause of the precautionary measure lies within the Supplier's sphere of control and/or organization and it is itself liable in the external relationship. FilaTech shall inform the Supplier of the reason for, nature of, and scope of the measure prior to implementing precautionary measures - insofar as this is possible and reasonable - and give the Supplier the opportunity to submit a statement. Precautionary measures are measures that do not relate solely to individual defective products but to a multiplicity of products, in particular product recalls.

9.4 Subject to the provision of Section 9.5, FilaTech shall be liable for damages – for contractual, non-contractual, or other claims for damages, irrespective of their legal basis, in particular for defects, delay, impossibility, fault during contract negotiations (culpa in contrahendo) and tort – only in cases of intent and/or gross negligence, including intent and/or gross negligence of its representatives or vicarious agents. In addition, FilaTech shall also be liable in cases of simple negligence, including simple negligence of its representatives and vicarious agents, for damages arising from the breach of a material contractual obligation (cardinal obligation). Cardinal obligations are obligations whose fulfillment enables the proper performance of the contract in the first place and on whose fulfillment the Supplier may therefore regularly rely. To the extent that FilaTech is not charged with an intentional

breach of duty, however, liability for damages shall be limited to foreseeable damage that typically occurs.

9.5 The exclusions and limitations of liability set out in Section 9.4 shall not apply

i. to claims for damages arising from injury to life, body, or health,
ii. to claims under the German Product Liability Act,
iii. to claims under the statutory special provisions applicable to the final delivery of the goods to a consumer and other mandatory statutory liability provisions,
iv. insofar as FilaTech has fraudulently concealed a defect, or
v. insofar as FilaTech is liable on the basis of having assumed a guarantee or the procurement risk.

9.6 Sections 9.4 and 9.5 shall also apply if the Supplier claims reimbursement of futile expenses instead of a claim for damages in lieu of performance.

9.7 To the extent that liability for damages towards FilaTech is excluded or limited, this shall also apply with regard to the personal liability for damages of its employees, workers, staff, representatives, and vicarious agents, based on the same legal grounds.

§ 10 Supplier Recourse

10.1 The claims for reimbursement of expenses and recourse claims within a supply chain to which FilaTech is statutorily entitled (supplier recourse pursuant to §§ 445a, 445b, 478 BGB or §§ 445c, 327 (5), 327u BGB) shall apply to FilaTech without restriction in addition to the warranty claims. In particular, FilaTech is entitled to demand from the Supplier precisely the type of subsequent performance (repair or replacement delivery) that FilaTech owes its own customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary updates. FilaTech's statutory right to choose (§ 439 (1) BGB) shall not be restricted thereby.

10.2 Before FilaTech acknowledges or fulfills a defect claim asserted by its customer (including reimbursement of expenses pursuant to §§ 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), FilaTech shall notify the Supplier, provide a brief description of the facts and request a written statement. If no substantiated statement is provided within a reasonable period and no amicable solution is reached, the defect claim actually granted by FilaTech shall be deemed to have been owed to its customer. In such case, the Supplier shall bear the burden of proving the contrary.

10.3 FilaTech's claims from supplier recourse shall also apply if the goods have been combined with another product or otherwise further processed prior to their resale by FilaTech, one of its customers, or a third party, e.g., by installation, attachment, or fitting.

§ 11 Ownership, Provision, Commingling

11.1 Insofar as FilaTech supplies and/or provides substances and materials, these shall remain the property of FilaTech. Processing or transformation by the Supplier shall be carried out on behalf of FilaTech. If the substances and materials of FilaTech are processed with other items not belonging to FilaTech, FilaTech shall acquire co-ownership of the new item in the ratio of the value of its items to the other processed items at the time of processing.

11.2 If the item provided by FilaTech (substances/materials) is inseparably commingled with other items not belonging to it, FilaTech shall acquire co-ownership of the new item in the ratio of the value of the reserved item to the other commingled items at the time of the commingling. If the commingling is carried out in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier transfers ownership proportionately to FilaTech; the Supplier shall hold the sole ownership or co-ownership on behalf of FilaTech free of charge.

11.3 The transfer of ownership of the delivered goods to FilaTech shall be made unconditionally and irrespective of the payment of the purchase price. If, in an individual case, FilaTech accepts an offer by the Supplier to transfer ownership that is conditional upon payment of the purchase price, the Supplier's retention of title shall apply only insofar as it relates to the payment obligation for the respective goods to which the Supplier retains title. In such case, FilaTech shall also be authorized, in the ordinary course of business, to resell the goods prior to payment of the purchase price, with advance assignment of the claim arising therefrom. Extended retention of title, forwarded retention of title, and retention of title prolonged to cover further processing are excluded.

§ 12 Intellectual Property Rights and Confidentiality

12.1 The Supplier shall maintain confidentiality with respect to all documents and information received from FilaTech. The Supplier shall take appropriate confidentiality measures within the meaning of the German Trade Secrets Act (GeschGehG), in particular access restrictions for employees and subcontractors, their written confidentiality undertakings, and suitable technical and organizational measures to safeguard information security. Disclosure to third parties is permitted only with FilaTech's express consent. The confidentiality obligation shall also extend to personal data. The confidentiality obligation shall continue to apply after the completion or failure of this contract. The confidentiality obligation shall cease to apply if the information is already generally known or was demonstrably known to the Supplier prior to disclosure by FilaTech. The same shall apply if, after disclosure, the information becomes generally known without a breach of contract, is made known to the Supplier by third parties without such third parties breaching a confidentiality obligation, is developed by the Supplier itself independently of the information provided by FilaTech, or is disclosed to the public by FilaTech or must be disclosed pursuant to statutory provisions. Third parties whom the Supplier engages to fulfill its obligations under this contract shall be obligated accordingly. In the event of a breach of these obligations, FilaTech may demand the immediate return of the documents and assert claims for damages.

12.2 The conclusion of the contract shall be treated as confidential. Reference to the business relationship with FilaTech may be made in the Supplier's promotional materials only with FilaTech's prior written consent. FilaTech and the Supplier undertake to treat as trade secrets all commercial or technical details that are not publicly known and of which they become aware through the business relationship. Third parties whom the Supplier engages to fulfill its obligations under this contract shall be obligated accordingly.

12.3 The Supplier warrants that no third-party rights are infringed in connection with its delivery. Should FilaTech be held liable by a third party in this regard, the Supplier is obligated to indemnify FilaTech without undue delay against all claims arising therefrom and to defend against them, to the extent the claims are justified. The indemnification obligation shall also extend to all expenses that necessarily arise for FilaTech from or in connection with any claim by a third party. This shall also include the costs of legal representation. The Supplier shall insure itself against these risks to a customary and adequate extent. This shall not apply insofar as the Supplier proves that it is neither responsible for the infringement of intellectual property rights nor, exercising commercial diligence, should have known of it at the time of delivery.

§ 13 Design Protection

13.1 Insofar as the ordered parts are manufactured by the Supplier on the basis of a design by FilaTech, all rights arising in connection with the design shall remain with FilaTech.

13.2 By accepting the order, the Supplier undertakes neither to supply nor to offer the ordered parts, neither now nor at any later point in time, to third parties. Inquiries from third parties shall be forwarded exclusively to FilaTech.

§ 14 Data Protection

14.1 FilaTech and the Supplier process personal data of the respective other contracting party, in particular contact data of the contact persons, on the basis of Art. 6 (1) lit. b and lit. f of the General Data Protection Regulation (GDPR) for the purposes of contract initiation, contract execution, and contract fulfillment.

14.2 The information required under Art. 13 GDPR can be found in the FilaTech Group's privacy notice, which is available on the website at https://www.filatech.de/datenschutz/.

14.3 If the Supplier processes personal data on behalf of FilaTech in the context of the performance of the contract, the parties shall conclude a separate data processing agreement in accordance with Art. 28 GDPR.

§ 15 Final Provisions

15.1 The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and rules of law referring to any other legal system shall not apply. If versions of these Purchasing Terms and Conditions have been prepared in languages other than German, only the German version shall be binding upon FilaTech and the Supplier.

15.2 Ancillary agreements, amendments, or supplements shall require the written form to be effective, as shall any waiver of the requirement of written form. Equivalent to the written form is the text form pursuant to § 126b BGB, in particular by email.

15.3 The place of performance is Remagen. The place of jurisdiction for all disputes arising from or in connection with the contractual relationship between FilaTech and the Supplier shall be Koblenz, provided that the Supplier is a merchant (Kaufmann), a legal entity under public law or a special fund under public law.

15.4 Should any provision of these Purchasing Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby.