

[GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General provisions, Scope

(1) These General Terms and Conditions of Purchase (the "HARDER Purchase T&Cs") shall exclusively apply to any offers, orders and contracts (jointly the "Services") rendered by HARDER Logistics or its legal successors ("HARDER Logistics") within the course of business with entrepreneurs as defined in Section 14 German Civil Code (§ 14 BGB), legal entities under public law or special funds under public law (the "Contractor") in the context of purchase, service, logistics (in particular freight and freight forwarding) or other contracts.

(2) For offers, orders and contracts concluded between HARDER Logistics and the Contractor the HARDER Purchase T&Cs in their latest version shall apply exclusively. The HARDER Purchase T&Cs shall also be applicable in the context of ongoing business relations between HARDER Logistics and the Contractor, even if they have not been expressly agreed between the parties again.

(3) Any conflicting or deviating General Terms and Conditions of the Contractor, in particular

- the German Freight Forwarders' Standard Terms and Conditions ("*Allgemeine Deutsche Spediteurbedingungen*"; the "ADSp"),
- the general terms and conditions of logistics-services providers (the "DSLVL Logistik AGB"), or
- the General Terms and Conditions of Storage of the German Furniture Removal Industry ("*Allgemeine Lagerbedingungen des Deutschen Möbeltransports*"; the "ALB")

are hereby expressly contradicted insofar as they deviate from the HARDER Purchase T&Cs, unless HARDER Logistics expressly agrees to their application in text form. The HARDER Purchase T&Cs shall also apply if HARDER Logistics unconditionally accepts Services of the Contractor in the knowledge that the Purchaser's General Terms and Conditions of Purchase conflict with or deviate from these HARDER Purchase T&Cs.

(4) The respective latest version of the HARDER Purchase T&Cs are available under www.harder-logistics.com or can be obtained by the Contractor via email under info@harder-logistics.com.

2. Conclusion of Contract (Offers and Orders), Amendments and Documents

(1) Offers and Orders

a. If the Contractor submits an offer to HARDER Logistics in text form to conclude a contract (the „Offer“) after a previous inquiry of HARDER Logistics, the Offer must exactly correspond to the inquiry. In case of deviations between the inquiry and the Offer the Contractor is obliged to give notice to HARDER logistics in text form. The Contractor is obliged to place an Offer immediately and free of charge.

b. HARDER logistics shall be bound to a declaration of intent in text form (the „Order“) for a period of fourteen (14) days from the date of execution.

c. If the Contractor's textual declaration of intent following HARDER Logistic's ORDER deviates from the Order, the Contractor is obliged to give express notice to HARDER logistics of the deviation in text form. If the Contractor does not give notice to HARDER logistics, neither the silence of HARDER logistics nor the acceptance of goods or Services by HARDER logistics shall be deemed as consent.

(2) Amendments to the Subject Matter of the Agreement

a. HARDER Logistics shall be entitled to request changes or amendments to the subject matter of the Services within the scope of the contract and which are deemed reasonable. The implications, in particular with regard to delivery dates or to additional or reduced costs are to be settled by mutual agreement.

b. The Contractor is not entitled to make changes to the Services without the prior consent of HARDER Logistics.

(3) Documents

a. All documents and information regarding the Services (e.g. performance characteristics, descriptions, logistics processes) provided by HARDER logistics or otherwise brought to the knowledge of the Contractor shall constitute a contractual agreement regarding the quality of the Services.

b. The Contractor shall provide HARDER Logistics with all supporting documents (e.g. test certificates, instructions) required for the stipulated use of the Services in an appropriate form at the latest when the Services are executed.

3. Performance of the Services

(1) Performance of the Services in general

The following provisions set forth in **Section 3 (1)** shall apply to all Services rendered by the Contractor.

a. Place of Performance

Unless expressly agreed otherwise in text form, Services shall (i.) be rendered to HARDER Logistics or the recipient designated by HARDER Logistics in the Order (jointly the "Place of Receipt") at the place of the address stated in the Order or (ii.) in the case of transports to the Place of Receipt and shall be received by the Place of Receipt at the time stated in the order.

b. Legal Conformity, Hazardous Items, Access to the Facilities at the Places of Receipt

(i.) The Contractor shall comply with the acknowledged rules of technology and science, legal provisions, enactments, safety regulations, usual safety standards as well as provisions and

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guidelines of authorities, professional associations and trade associations and the stipulated technical data valid at the time of the performance of the Services and submit suitable supporting documents upon HARDER Logistics' request by which the adherence of the Services with the applicable laws and standards can be proven.

- (ii.) The Contractor guarantees to HARDER Logistics, irrespective of culpability, that the Contractor and all direct and indirect subcontractors, including temporary employment agencies commissioned by the Contractor, comply with the legal provisions of the Act to Combat Undeclared Work and Unlawful Employment (*Gesetz zur Bekämpfung der Schwarzarbeit*), the Employee Assignment Act (*Arbeitnehmerentsendegesetz*), the German Law on Labour Leasing (*Arbeitnehmerüberlassungsgesetz*) and the Minimum Wage Act (*Mindestlohngesetz*). The Contractor shall take appropriate measures with regard to its subcontractors in order to ensure adherence with the requirements of this **section 3 para. 1 b. (ii.)** by direct and indirect subcontractors or temporary employment agencies. HARDER Logistics reserves the right to carry out control measures. In the case Harder Logistics is being held liable by employees of the Contractor, any subcontractors or any temporary employment agencies and/or the social security funds according to Section 14 Employee Assignment Act (*Arbeitnehmerentsendegesetz*), Section 13 Minimum Wage Act (*Mindestlohngesetz*) or other mandatory provisions which constitute a comparable liability, the Contractor will fully indemnify HARDER Logistics from these claims and related costs.
- (iii.) The Contractor undertakes to label delivery items in accordance with the Ordinance on Hazardous Substances (*Gefahrgutverordnung*) and the relevant provisions of the European Union. Harder Logistics has to accept hazardous items only if the Contractor presents a safety data sheet on delivery which complies with the relevant legal provisions and regulations (e.g. Dangerous Goods Ordinance for Road, Railway and Inland Waterway Transport GGVSEB, Recycling and Waste Management Act (*Kreislaufwirtschafts- und Abfallgesetz*)).
- (iv.) When entering and driving on the premises of the Places of Receipt, the Contractor is obliged to inform itself about the local applicable regulations, in particular safety regulations, and to comply with them. In doing so, the contractor shall comply with the instructions given by the specialist staff at the Place of Receipt.

c. Subcontractor

- (i.) The transfer of individual or all Services to be provided by the Contractor to subcontractors requires the prior consent of HARDER Logistics in text form. This shall not affect the sole responsibility of the Contractor for the orderly performance of the Services.

- (ii.) The Contractor may only transfer Services to subcontractors who are competent, efficient and reliable, even if they have been approved by HARDER Logistics; this also includes that such subcontractors observe the legal provisions of the Act to Combat Undeclared Work and Unlawful Employment (*Gesetz zur Bekämpfung der Schwarzarbeit*), the Employee Assignment Act (*Arbeitnehmerentsendegesetz*), the German Law on Labour Leasing (*Arbeitnehmerüberlassungsgesetz*) the Minimum Wage Act (*Mindestlohngesetz*) and the provisions of social security law, in particular for the payment of social contributions. The Contractor is liable for the subcontractor as for Contractor's own vicarious agent according to Section 278 German Civil Code (BGB). The provisions of **Section 3 (1) b. (ii.)** remain unaffected by HARDER Logistics' consent to the assignment of a subcontractor.

d. Time of Performance, Deviations and Amendments

- (i.) The dates and timelines for the Services stated in the respective order are legally binding. Decisive for the observance of the Service dates and Service periods is the performance of the Service at the Receiving Point.
- (ii.) Additional costs arising from the accelerated performance of the Services which are necessary to meet performance deadlines shall be borne by the Contractor unless the Contractor can prove that HARDER Logistics is responsible for the necessity of such accelerated performance.
- (iii.) The Contractor is obliged to inform HARDER Logistics immediately in text form if circumstances arise or become apparent which indicate that the agreed performance deadline cannot be met. In doing so, the Contractor must inform HARDER Logistics in text form of the cause and the expected delay of performance.
- (iv.) If Services are rendered before the agreed performance date, HARDER Logistics is entitled to refuse such Services.
- (v.) Partial Services are only permitted on the basis of a separate agreement in text form.
- (vi.) Harder Logistics is free to change the agreed performance dates within a scope reasonable for the Contractor, if this is necessary to ensure a proper workflow of HARDER Logistics' enterprise.

e. Delay, Rescission and Compensation

- (i.) If Services are not rendered at the agreed time of performance, in particular if deliveries or partial deliveries are not received at the agreed date or at the agreed Place of Receipt, HARDER Logistics is entitled - without prejudice to other statutory claims - to rescind from the contract in whole or in part and to claim compensation instead of performance after the unsuccessful expiry of an appropriate deadline set for the

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performance. If HARDER Logistics claims compensation, the Contractor is entitled to prove that it is not responsible for the breach of duty. If a fixed date has been agreed or if the setting of an additional deadline for the performance is not required by law for other reasons, HARDER Logistics is entitled to immediately exercise these rights without setting an additional deadline for the performance.

- (ii.) In the event of delay HARDER Logistics is entitled, without prejudice to the rights under **section 3 paragraph 1 e. (i.)**, to claim lump-sum compensation for damages caused by delay to the amount of 1% of the remuneration attributable to the delayed performance per complete week of delay, but not more than 5% in total. Any further legal claims remain unaffected. The Contractor has the right to prove that no damage or a lesser damage caused by delay has occurred. If HARDER Logistics can prove that it has incurred a higher loss, it can demand compensation for such higher loss in addition to the rights under **Section 3 Para. 1 e. (ii.) Sentence 1.**

(2) Delivery, Dispatch and Collection of the Contractor's Goods

In addition to **Section 3 (1)**, the following provisions of **Section 3 (2)** shall apply to the delivery, dispatch and collection of the Contractor's goods (the "Contractor's Goods"):

a. Delivery, Shipping and Collection

- (i.) Delivery and dispatch of the Contractor's Goods shall be made at the expense and the risk of the Contractor. If a deviating provision is expressly agreed in text form in the individual case, all deliveries are to be dispatched at the lowest possible costs, unless HARDER Logistics expressly prescribes a specific mode of transport in text form.
- (ii.) The Contractor is obliged to state HARDER Logistics' order number on its shipping and delivery note. If the Contractor fails to do so, it is responsible for the resulting consequences including delays in processing, unless it can prove that it is not responsible for these consequences.
- (iii.) If it has been agreed in text form that HARDER Logistics will collect the Contractor's Goods, the Contractor shall make the Contractor's Goods available to HARDER Logistics in due time, taking into account the usual times for loading and dispatch, and shall inform HARDER Logistics in due time.

b. Time of Performance, Deviations and Changes

- (i.) If deliveries or partial deliveries of the Contractor's Goods are conveyed to the Place of Receipt before the agreed delivery date, HARDER Logistics is entitled to refuse them and, if necessary, to return them at the cost and the risk of the Contractor or to store them at a third party facility.

- (ii.) HARDER Logistics is entitled to reject excess or short deliveries.

- (iii.) The Contractor has to pick up delivered Contractor's Goods which show defects or do not correspond to the respective Order in any other respect from HARDER Logistics at its own expenses. HARDER Logistics is entitled to have such Contractor's Goods delivered to the contractor carriage forward.

c. Retention of Title by the Contractor

- (i.) The Contractor is obliged to transfer the title of the Contractor's Goods unconditionally.

- (ii.) However, if HARDER Logistics accepts in an individual case an offer of the Contractor in text form in accordance with **section 2 para. 1** conditional on payment of the remuneration, an extended retention of title shall be deemed to have been agreed. However, all other forms of retention of title are excluded, in particular expanded, forwarded and extended retention of title for further processing.

(3) Performance of logistics services by the Contractor

In addition to **Section 3, paragraph 1**, the following provisions of **Section 3, paragraph 3** shall apply to the performance of logistics Services by the Contractor, in particular as a carrier who does not transport Contractor's Goods:

a. Selection of means of transport and load securing

- (i.) For loading by truck, the trucks must meet the following requirements:

- full air suspension, and
- at least 20 tension belts.

The trucks used are to operate in an environmentally friendly manner with low fuel consumption and be particularly low-emission.

- (ii.) For shipments with steel seagoing vessels with their own mechanical propulsion (the "**Seagoing Vessels**"), the Seagoing Vessels may not be older than 10 (ten) years. Seagoing Vessels must be registered in the relevant registers of the following classification societies without restriction for the concrete provision of services:

- American Bureau of Shipping (ABS), USA,
- Bureau Veritas (BV), Frankreich,
- China Classification Society (CCS), China,
- Det Norske Veritas Germanischer Lloyd (DNV GL), Norwegen/Deutschland,
- Hrvatski Registar Brodova (CRS), Kroatien,
- Indian Register of Shipping (IRS), Indien,

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- Korean Register of Shipping (KRS), Korea,
- Lloyd's Register of Shipping (LRS), England,
- Nippon Kaiji Kyōkai (NK), Japan,
- Polski Rejestr Statków (PRS), Polen,
- Registro Italiano Navale (RINA), Italien, und
- Maritime Register of Shipping (RS), Russland.

Loading with Seagoing Vessels which do not meet these requirements may only be permitted in text form after prior notification and approval by HARDER Logistics.

- (iii.) The Contractor is obliged to procure by itself the necessary load securing equipment (e.g. lashing straps, lashing chains, wire ropes, anti-slip mats and blankets) and the proper securing of the load. Sufficient and suitable load securing of the transported goods must also be ensured during transport.

b. Inspections and Audits

- (i.) For the duration of the performance of the logistics Service by the Contractor, HARDER Logistics is entitled to inspect and check (the "Audit") the stowage and securing of all transport items and the loading and unloading during the usual business hours of the Contractor accompanied by a person designated by HARDER Logistics (jointly the "Auditor").
- (ii.) The date must be agreed in advance and in a timely manner with the Contractor.
- (iii.) The Contractor is obliged to ensure that the Auditor has unrestricted access to the Service-affected premises which is necessary to execute the Audit, provided that the Contractor itself has a right of inspection and/or access to such premises.

c. Secure Supply Chain and Customs Clearance

- (i.) In order to ensure a secure supply chain, the Contractor is obliged to ensure that the goods transported are properly and safely stored, loaded and transported within the scope of its performance. Similarly, it shall ensure that the premises and points of transshipment where the goods are stored, loaded and transported are protected against unauthorised access by third parties.
- (ii.) The Contractor is obliged to properly carry out the export procedure for all shipments of goods which it transports on behalf of HARDER Logistics from the customs territory of the European Union to a third country or whose transport he arranges. This is done in compliance with the applicable provisions of the Customs Code (Council Regulation (EEC) No. 2913/92 of 12 October 1992), the Customs Code Implementation Regulation (Commission Regulation (EEC) No. 2454/93 of 2 July 1993), the Foreign Trade and Payments Act, the Foreign Trade and Payments Ordinance and the procedural instructions for the ATLAS export IT procedure.

This includes, in particular, compliance with the two-stage export procedure by presenting the goods at the customs office of export and exit in order to ensure the proper handling of export transactions and the completion of the accompanying export documents.

d. Insurance of Logistics Services

- (i.) Unless agreed otherwise in text form, the Contractor shall, at its own expense, cover its liability risks within the scope of its performance, insofar as these are insurable, by an insurance policy and in particular

- business liability insurance with a sum insured of 5 million EUR for personal injury and property damage and 500,000 EUR for pecuniary loss, and
- environmental liability insurance with a sum insured of 5 million EUR for personal injury and property damage and 500,000 euros for pecuniary loss, and
- a forwarding and transport liability insurance with a sum insured of 2.5 Mio. EUR per claim in the event of damage to goods / consequential damage to goods, 250,000 EUR for consequential damages, 20,000 EUR for additional transport costs per claim and 50,000 EUR for salvage / destruction / removal costs per claim

(jointly the „Insurances“).

- (ii.) The Contractor shall provide cover of the Insurances in accordance with **Section 3 (3) d. (i.)** on the basis of insurance conditions to which German law applies and which establish a place of jurisdiction in Germany against the insurer.
- (iii.) The existence of the Insurance has to be proven to HARDER logistics at the latest before the beginning of the performance of the Services by providing a confirmation of the insurance without prior request.

e. Inspection of the Transported Goods in Transit and Notification of Transport Damage and Transport Accidents

- (i.) The Contractor is obliged to thoroughly inspect the goods to be transported in order to define the scopes of liability, to document this and to notify HARDER Logistics immediately of any externally visible damage and irregularities. For this purpose, the Contractor will immediately forward copies of the documents to be issued (e.g. bills of lading, delivery notes and damage reports) to HARDER Logistics stating the type of damage.
- (ii.) The contractor is obliged to support HARDER Logistics in asserting its rights due to transport damage and, in the event of damage, to secure HARDER Logistics' claims for compensation against any subcontractors

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- (iii.) HARDER Logistics expressly reserves its right to have any damages occurred assessed by an expert.

f. Loss of the Right to Demurrage

- (i.) If the loading or unloading is subject to a supply management based on time slots, the Contractor is not entitled to demurrage (§ 412 para. 3 *German Commercial Code* - HGB) if it does not comply with the relevant time slot. (3)
- (ii.) If the Contractor is commissioned to carry out a multimodal transport, the Contractor is not entitled to demurrage (§ 412 para. 3 HGB) if delays occur in the transport chain which the Contractor should have been aware of (e.g. delays in train departures).

4. Prices, Taxes and Duties

- (1) Unless otherwise agreed in text form, the prices stated in the respective Order are fixed prices and legally binding: (4)
- In the case of dispatch and delivery of Contractor's Goods, the price shall be DDP (Incoterms 2010) at the Place of Receipt including packaging. (5)
 - In the case of logistics services performed by the Contractor as carrier who does not transport Customer's Goods, the prices include the delivery of the services free domicile to the Place of Receipt including packaging and customs. (6)
- (2) The fixed prices stated in the Order shall apply to the entire order processing. The contractor may not make changes to the prices or add surcharges or premiums without the express consent of HARDER Logistics in text form. (1)
- (3) The prices indicated in the orders are net prices and therefore do not include statutory value added tax. Any taxes and duties incurred must be indicated separately by the Contractor. (1)

5. Invoices, Terms of Payment, Set-off, Right of Retention and Assignment

- (1) All invoices of the Contractor are to be sent to the billing address specified in the Order.
- (2) HARDER Logistics is only obliged to process the Contractor's invoices if:
- a. during the performance of logistics Services the order number specified in the respective Order is indicated and the consignment notes of the respective carriers acknowledged by the consignor, carrier and consignee are attached, and

- b. in the case of other services, the order number stated in the respective Order is indicated.

The Contractor is solely responsible for delays and other consequences arising in the event of non-compliance with the specifications for invoicing unless it can prove that it is not responsible for such delays.

Unless otherwise agreed in writing, HARDER Logistics shall pay the remuneration.

- a. within 10 days after performance and receipt of a proper and verifiable invoice with 2 % cash discount or
- b. within 30 days after performance and receipt of a proper and verifiable invoice without deduction.

In any case the periods shall not begin before the due date of the Contractor's claims.

HARDER Logistics is entitled to set-off and retention rights to the extent provided by law. (4)

The Contractor may not assign claims against HARDER Logistics without the prior written consent of HARDER Logistics. (5)

6. Examination of the Contractor's Goods, Notice of Defects, Product Liability, Indemnity and Product Liability Insurance

The following provisions of **Section 6** shall apply exclusively in the event of dispatch, delivery and collection of Contractor's Goods by the Contractor:

(1) Examination of the Contractor's goods and Notice of Defects

a. HARDER Logistics is obliged to inspect the incoming Customer's Goods for quality and quantity deviations within a reasonable period of time, which is possible in the ordinary course of business. The inspection is based on HARDER Logistics' quality criteria. HARDER Logistics fulfils its duty of inspection, if HARDER Logistics carries out the incoming goods inspection by way of externally assessing of the Contractor's Goods including the delivery documents as well as by way of assessing random samples in a significant scope.

b. HARDER Logistics must give notice to the Contractor of obvious defects in a timely manner so that the notice of defects is received by the Contractor within a period of 5 working days. HARDER Logistics must give notice to the Contractor of all other defects as soon as they are detected within the scope of a proper course of business. Within the scope of the preceding **Section 6, para. 1 b. Sentences 1 to 2**, the

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Contractor waives the objection of delayed notification of defects.

(2) Product Liability, Indemnity and Product Liability Insurance

- a. In the event of product damage caused by the Contractor's goods, the Contractor shall indemnify HARDER Logistics against all claims for damages by third parties to the extent that the cause lies within its sphere of control and organisation and the Contractor itself would be liable to third parties. For compensation of damages between HARDER Logistics and the contractor the principles of Section 254 German Civil Code (BGB) shall apply *mutatis mutandis*.
- b. The Contractor undertakes to uphold a product liability insurance with a coverage of at least 10 Mio. EUR for each case of damage (personal injury / property damage) as a lump sum. Further claims for damages by HARDER Logistics remain unaffected by the existence of an insurance cover.
- c. If the Contractor becomes aware of accidents or other events which are of importance for the product safety of the delivered Customer's Goods, it must inform HARDER Logistics immediately and forward the documents available to HARDER logistics.

(3) Third-Party Industrial Property Rights

- a. The Contractor warrants that the Contractor's Goods delivered and their contractual use do not infringe any industrial property rights or applications for industrial property rights of third parties.
- b. If any claim is made against HARDER Logistics within the scope of the Contractor's warranty pursuant to **Section 6 para. 3 a.** concerning the infringement of industrial property rights or applications for industrial property rights of third parties, the Contractor shall indemnify HARDER Logistics of such claim upon first demand.
- c. The Contractor's obligation to indemnify HARDER Logistics includes all necessary expenses arising from or in connection with the claim by the third party.
- d. Without prior consent of the Contractor, which may not be unreasonably refused or delayed, HARDER Logistics is not entitled to acknowledge claims of the third party or to enter into a settlement thereof.
- e. Warranty rights of HARDER Logistics expire after 36 months from the day of the passing of the risk.
- f. The parties shall immediately inform each other about all risks of infringement and alleged cases of infringement that come to their knowledge.

7. Warranty, Replacement and Limitations

The following provisions according to **Section 7** apply to all Services of the Contractor:

- (1) HARDER Logistics is entitled to all legal claims and rights, in particular warranty claims and rights, in case of a defect of the Services of the Contractor.
- (2) HARDER Logistics is in particular entitled, in the event of a defect, to demand remedy of the defect or replacement delivery from the contractor at HARDER's discretion, irrespective of whether a purchase or service contract has been concluded, unless the Contractor can prove that the chosen type of subsequent performance would lead to unreasonable costs for the Contractor. HARDER Logistics expressly reserves the right to claim damages, in particular damages instead of performance.
- (3) In coordination with the Contractor, HARDER Logistics may remedy the defects itself or have them remedied by third parties at the Contractor's expense. The same applies if the Contractor has not fulfilled its obligation to remedy the defect or to deliver a defect-free item within a reasonable deadline set by HARDER Logistics for subsequent performance. If the remedy by the Contractor has failed or is unacceptable for HARDER Logistics (e.g. due to endangerment of operational safety or imminent occurrence of disproportionately high damages), no deadline must be set prior to self-performance.
- (4) The limitation period for warranty claims is 36 months from the transfer of risk. The limitation period shall be suspended for a period of 6 months by a notification of defects by HARDER Logistics to the Contractor in text form.

8. Liability of the Contractor

- (1) The liability of the Contractor shall be governed by the statutory provisions.
- (2) The limitation period of HARDER Logistics' claims for damages against the Contractor shall be suspended for a period of 6 months by a notice of damage in text form.
- (3) If the exact location of the damage cannot be determined during a multimodal transport, the law applicable to a part of the route, which is most favourable for HARDER Logistics, shall apply.

9. Confidentiality

- (1) The Contractor shall be obliged to keep all commercial and technical details and business information, which have been disclosed to it in connection with an Order or the execution of the contract as well as all calculations and other docu-

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ments and information that HARDER logistics provides to the Contractor in connection with an Order or to the execution of the contract (jointly referred to as "**Confidential Information**"), strictly confidential. Confidential information may only be provided, disclosed or otherwise made available to third parties if and to the extent HARDER logistics has previously expressly in text form.

- (2) The storage and copying of Confidential Information by the Contractor is only permitted if this is necessary for the proper execution of the contract.
- (3) The Contractor is obliged to return Confidential Information to HARDER logistics after the settlement of the contract or to destroy it at the request of HARDER logistics and to prove the destruction thereof to HARDER logistics.
- (4) The confidentiality obligation also applies after the complete settlement of the contractual relationship. It expires if and to the extent that Confidential Information has become generally known without breach of the confidentiality obligation by the Contractor, at the latest after a period of five years after the last Confidential Information has been transmitted and the contractual relationship has been fully settled.

10. Miscellaneous

(1) Applicable Law

The legal relationship between HARDER logistics and the Customer shall be exclusively governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on contracts for the international sale of goods – CISG and the provisions on conflict of laws.

(2) Place of Jurisdiction

For all contractual and non-contractual disputes between the parties related hereto the competent courts for Neu-Ulm shall have exclusive jurisdiction, if the Customer is a merchant ("*Kaufmann*" within the meaning of Section 1 German Commercial Code (HGB)), person under public law or a special fund under public law. This also applies if the Customer has no general place of jurisdiction within the Federal Republic of Germany.

(3) Electronic data processing

The Contractor is aware that HARDER logistics may use its personal data transmitted to HARDER logistics by way of electronic data processing, insofar as this is necessary for the execution of the contract and permissible within the scope of data protection regulations.

(4) Language version

The present HARDER Purchase T&Cs are issued in German and English language. In case of deviations between the different language versions, the German version shall prevail.

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