

# Purchasing terms and conditions

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## 1 Contents

- 1.1 The following terms and conditions shall apply exclusively for all orders of the KOMSA Group (hereinafter "Group"), even in the event that the contractor makes reference in its offer, upon confirmation of the order by the Group, upon delivery, or upon invoicing to any other standard or other terms and conditions. The Group includes KOMSA AG, KOMSA Services GmbH, aetka AG, w-support.com GmbH, SAXONUM GmbH, VerRi Versicherungsoptimierung und Risikomanagement Sachsen GmbH, Revived Products GmbH and Kapps GmbH.
- 1.2 With establishment of a business relationship, Supplier acknowledges the applicability of these Purchasing Terms and Conditions. The Company is the company of the KOMSA Group that is the contracting party in the particular instance.
- 1.3 The Purchasing Terms and Conditions are integral components of each contract.
- 1.4 Varying, conflicting, or supplementary General Terms and Conditions of Supplier shall not be acknowledged, in whole or in part, even if known to the Group, nor shall they become integral parts of the contract, unless their applicability is expressly agreed in writing.
- 1.5 These Purchasing Terms and Conditions shall also apply for all similar future transactions with Supplier.
- 1.6 Collateral agreements shall always be recorded in writing. If a written agreement is subsequently amended, the written confirmation must explicitly note that such an amendment has been made.

## 2 Contract formation

- 2.1 Only offers placed in writing or via e-mail shall be binding upon the Group. Orders placed orally or by telephone shall only take effect upon receipt of the confirmation letter by the Group.
- 2.2 Insofar as an offer is made by the Group, Supplier shall be obligated to accept the order in writing within a period of ten days after receipt; after this period, the offer shall no longer be binding.
- 2.3 The Group may also request modifications to the delivery item after the contract has been concluded, insofar as such modifications are reasonable for Supplier. Such a contractual modification must reasonably take into account the effects of the change for both Parties, in particular with regard to additional or reduced costs and delivery dates.

## 3 Prices

- 3.1 Prices include free delivery to place of use, including packaging, but not including statutorily applicable VAT, which shall be added to arrive at the final price. Upon request by the Group, Supplier shall collect and dispose of the packaging materials from the delivery site at its own expense.
- 3.2 In the event of price changes to the contractual products, Supplier shall inform the Group of such changes 6 weeks before the new prices are introduced. In the case of price reductions, the new prices shall apply for the Group with immediate effect from the moment of notification, including for open orders. In the case of price increases, the old prices shall continue to apply to the Group until the new prices officially take effect, and for new orders placed at that time.

## 4 Packaging, products, quality

- 4.1 The labelling, packaging, and shipment of the goods shall in all cases be carried out in accordance with the Group's packaging and shipping instructions. Labelling, packaging, and shipment shall be carried out with the due care of a prudent businessman without being specifically so instructed. The goods are to be packed in such a way as to prevent damage in transit. Only such quantity of packaging materials shall be used as is necessary to achieve the desired purpose. Only environmentally friendly packaging materials may be used. Supplier shall be obligated to take back packaging materials in accordance with the applicable statutory provisions. Supplier is obligated to make its deliveries in accordance with environmental considerations.
- 4.2 Product packaging and transport packaging shall be licensed in accordance with the applicable statutory provisions.
- 4.3 Supplier's products shall comply with the provisions of all applicable laws, directives, and guidelines (e.g. Packaging Ordinance [VerpackV], Batteries Act [BattG], REACH regulation, Electrical and Electronic Equipment Act [ElektroG], Copyright Act [UrhG]).
- 4.4 The articles ordered must be delivered in a condition conforming to the sample or template articles, i.e. they must correspond to the item description and be identical to the submitted and approved sample or template items in terms of their material composition, technical equipment, shape, workmanship, and appearance, and have the warranted properties. Warranted properties are all technical features and qualities of an approved sample or template.
- 4.5 Supplier is obligated to perform a final inspection. Variations from the approved sample or template must be approved in writing prior to delivery.
- 4.6 Supplier is responsible for public declarations or assertions made in advertisements or on the label, including for their completeness. Supplier warrants

that its deliveries are unencumbered by third-party rights, and shall indemnify the Group against such claims and hold it harmless.

## 5 Delivery dates

- 5.1 Delivery dates are binding, as they are coordinated with the Group's needs. If goods delivered late are accepted by specific written declaration, the Group reserves the right to assert claims for damages resulting from the delay.
- 5.2 If the contractor is in default of delivery or performance, the Group is entitled to withdraw from the contract with immediate effect and/or demand payment of damages in lieu of the performance. The Group is also entitled to make purchases to cover the shortfall at Supplier's expense.
- 5.3 The contractor/Supplier shall be liable for costs incurred as a result of its default, as well as costs arising from delivery at a time other than that agreed.
- 5.4 If the contractor becomes aware that its delivery or performance will be delayed, it shall promptly so inform the Group. The Group's rights under the preceding provisions of this section shall remain unaffected.

## 6 Default

Supplier shall be obligated to pay the Group a contractual penalty in the amount of 0.3% of the total net order value for each calendar day in which it is in default, up to a maximum of 5% of the total net order value. Further claims for damages shall remain unaffected. Contractual penalties paid may be deducted from claims for damages.

## 7 Delivery note/shipping documents

- 7.1 The delivery note and invoice shall be sent in full by the contractor in advance to the relevant company.
- 7.2 The original delivery documents shall be included with the goods. The paperwork accompanying the shipment as well as the invoice must include our order number/reference number; otherwise, we cannot clearly attribute the delivery or the electronic matching of invoice and order data is not possible. In these cases the invoice does not fall due and the early payment discount period does not start to run. Losses incurred by the Group as a result of the inaccurate labelling of delivered goods shall be reimbursed by the contractor.
- 7.3 If payments are delayed as the result of incorrect goods labelling, the Group shall not be in default; the Group's early payment discount rights shall also not be affected.

## 8 Shipping

Unless other shipping instructions are given by the Group along with its order, deliveries shall be made DDP / place of fulfilment in accordance with Incoterms 2010.

## 9 Period allowed for giving notice of defects; transfer of risk

- 9.1 The Group shall review the delivery/performance on a random sample basis within a reasonable period of time to ensure conforming quality and quantity. Notice of a defect shall be considered to have been made in a timely manner if provided within two weeks. In the case of visible nonconformities of quality or quantity, this period starts to run upon transfer of the delivery at the place of delivery. For non-visible nonconformities of quality or quantity, the period begins upon discovery. There is no obligation to notify Supplier in the event of excess delivery.
- 9.2 Risk is transferred upon transfer of the items to the Group with confirmation of receipt or upon acceptance, unless otherwise agreed.
- 9.3 If contractual performances or portions thereof are rejected as not conforming to the contract after transfer with confirmation of receipt or at the time of the acceptance procedure, the contractor shall be obligated to promptly reassume possession of the contractual performance/partial performance at its own expense. The Group is entitled to send the contractual performance/partial performance to the contractor at the latter's expense if the contractor fails to arrange to take back such performance within a reasonable period. The Group is also entitled to charge the contractor for its storage costs at a normal market rate.
- 9.4 In the case of excess deliveries, failure to notify Supplier does not result in any modification of the contract, and the relevant company or Group incurs no obligation to make payment for the excess deliveries.

## 10 Warranty

- 10.1 The warranty period is 2 years from the date of the initial sale of the goods to an end customer by the Group or one of its partners.
- 10.2 In the case that the delivery item is sold on, in derogation of the above provision, warranty claims shall expire at the earliest two months after such time at which the Group has satisfied the claims of its customer resulting from the defective delivery item. This tolling of the expiry of the warranty shall end at the latest 60 months after delivery of the de-

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- livery item to the relevant company. If the Group was forced to take back delivery items due to defects, or the Group's customer or end customer has reduced the purchase price, the notice period that would have to be set for assertion of the rights of the Group against Supplier due to the defect claim asserted by the Group's customer or the end customer listed in § 437 BGB is not required. The Group may demand reimbursement from Supplier for the expenses incurred by the Group or the relevant company in relation to its customer if the defect for which a claim is asserted was already present at the time risk was transferred to the Group. In such cases, § 476 (reversal of burden of evidence) applies, subject to the condition that the period starts to run upon transfer of risk to the end customer.
- 10.3** Defects of which notice is given during the warranty period shall be promptly remedied by the contractor/Supplier upon demand. In particular, the contractor/Supplier shall bear all expenses incurred in connection with the identification and rectification of defects, including those incurred by the Group or its customers, in particular evaluation costs, removal and reinstallation costs, labour and materials costs, and transport and other costs incurred for the replacement of defective parts. This also applies insofar as expenses are increased as a result of the movement of the delivery item to a location other than the place of fulfilment, unless disproportionately high costs would result.
- 10.4** The type of supplementary performance desired by the Group may not be refused on the basis that such performance could only be accomplished at unreasonable cost, provided that the costs of the chosen supplementary performance are not more than three times the original purchase price of the defective goods. If the claim to supplementary performance is fulfilled by means of repair, the number of repair attempts shall be limited to two, after which supplementary performance shall be considered to have failed.
- 10.5** The above warranty terms also apply to substitute deliveries and reworking; in particular, warranty periods are reset once defect remediation for these services has been performed.
- 10.6** The following are also considered defects: missing items necessary for use of a product, incorrect product labels, and failure to comply with obligations arising under § 28.
- 10.7** If the average defect rate for an article in a period of 6 months after delivery exceeds 10%, an epidemic failure shall be considered to have occurred, and the Group shall be entitled to return unsold goods of the same type to Supplier per Belastung at their purchase price.
- 11 Changes to order quantities and returns**
- 11.1** The Group is entitled to return to Supplier goods that are difficult to sell (items which have been in KOMSA's inventory for at least 90 calendar days) and contractual products representing excess inventory in comparison with actual sales of the products (inventories of more than 150% of the quantity sold in the previous month), as well as obsolete contractual products (not the latest version of a given article available on the market). The same applies for goods returned by customers, insofar as the goods satisfy the aforementioned criteria. Supplier shall be obligated to accept the contractual products at their purchase price regardless of their condition. The relevant company shall be credited for the amount.
- 11.2** Supplier shall inform the Group of the RMA number upon request.
- 11.3** For software products, Supplier shall be obligated regardless of the possibility of a return to provide the Group free of charge with the latest software release for its inventory of contractual products.
- 12 Inventory value adjustment / stock rotation**
- In the case of products intended for further sale and delivered to the Group by the contractor, but not yet sold, the Group is entitled in the event of a price reduction by Supplier to demand a full inventory value adjustment. Upon request by the company, Supplier shall issue within 14 days a credit for the difference between the purchase price paid by the company and the new purchase price.
- 13 Third-party intellectual property rights**
- Supplier shall be liable for any claims arising from the infringement of third-party intellectual property rights or applications for intellectual property right protections resulting from the contractually agreed use of the delivery items. Supplier shall indemnify the Group and its customers and hold them harmless against all claims arising from the use and/or infringement of such intellectual property rights. In such cases, Supplier shall assume all costs and expenses, including the costs of asserting any legal rights and/or mounting any legal defence. Upon request, Supplier shall permit the Group to make use of its own published and undisclosed intellectual property rights and applications for such rights in the delivery items, as well as licensed intellectual property rights and applications for such rights.
- 14 Trademarks/image rights**
- 14.1** Trademarks (hereinafter the "trademarks") refers to all trademarks and trade names applied by Supplier to the contractual products or their packaging.
- 14.2** The Group may use the trademarks for the marketing and/or promotion of the sales of the contractual products.
- 14.3** The Group receives no licence for the trademarks, but is entitled to apply the trademarks to contractual products or packaging, or to use them in connection with its own trademarks or trade names.
- 14.4** Supplier shall provide high-quality images, in electronic form and as brochures, in order that the Group may effectively support its retailers. Consent to the further transmission of the information so provided is hereby granted. The aforementioned marketing means shall be used e.g. for representational purposes on the websites of Group companies, in catalogues, monthly flyers, and in the online shops and printed advertising of its retailers and partner companies. Supplier also grants its permission for the Group to make its own photographs of the contractual products and use such images for marketing.
- 14.5** Insofar as the order includes the creation of photographs/images, Supplier assigns the Group the exclusive right of use to the images created, without temporal or spatial restriction or limitation in terms of medium or content. The companies of the KOMSA Group are entitled to store the photographs in modified or unmodified form on any type of storage medium, and to reproduce and disseminate such photographs. They are also entitled to publish the photographs in all media, to have prints made and/or to print these themselves and use them for commercial purposes in all media. The processing/alteration of the photographs is explicitly permitted for the corresponding purpose. The companies of the KOMSA Group are entitled to assign rights of use to third parties. The photographer warrants that he is the sole copyright holder of the images, and also that the image material is not subject to any third-party rights. The photographer consents to the "alteration of the work" ["Entstellung des Werkes"] in the meaning of § 14 UrhG. The photographer waives his/her right to be named in accordance with § 13 UrhG.
- 15 Supplier's liability**
- 15.1** Supplier shall be liable for losses and consequential damages in particular in accordance with the provisions of the Product Liability Act, with other laws and regulations governing product safety, and in accordance with producer and product liability. Supplier shall be obligated upon demand to provide evidence of compliance with the applicable standards (certification or inspection/test mark of an inspection/testing body), and, in the event that an order is issued in accordance with the Product Liability Act forbidding the sale of a product, must take back the goods regardless of any warranty period.
- 15.2** Supplier shall indemnify the Group and hold it harmless against any product liability claims by third parties, and shall reimburse it for any resulting losses.
- 15.3** Supplier shall ensure compliance with the statutory requirements of the Minimum Wage Act [Mindestlohngesetz]. Supplier shall be obligated among other things to submit proof to a company of the KOMSA Group of its payment of at least the minimum wage upon written request. Supplier shall, on first demand, indemnify the KOMSA Group and hold it harmless against all claims related to minimum wage claims. This applies also to any penalties that may be assessed. Supplier undertakes to cooperate in defending against minimum wage suits. It also undertakes to promptly inform the KOMSA Group in the event that suspicion should arise that it is in violation of statutory minimum wage requirements.
- 15.4** In the event of defective performance, Supplier shall pay to the Group a contractual penalty in the amount of 25% of the order value. Defective performance shall be found if performance was made, but of a qualitative or quantitative standard other than that contractually due. Defective performance may be found in the case of a failure to comply with a cardinal or ancillary obligation. Further claims shall remain unaffected. Contractual penalties paid may be deducted from claims for damages.
- 16 Obligation to insure**
- 16.1** The contractor undertakes to maintain appropriate insurance coverage for all possible liabilities arising under this contract. In particular, coverage under an "expanded product liability insurance policy" is necessary.
- 16.2** The insurance policy must provide for a minimum coverage amount of €10,000,000 for personal injuries, property damage, and financial losses.
- 17 Contract fulfilment**
- The Group is entitled to reject goods as not satisfying the terms of the contract if the goods have previously been already purchased by the Group from a third party and sold to a third party. If the contractor does not demonstrate through submission of appropriate documentation within three days of the return that the rejected goods are suitable, the Group may withdraw from the contract, in whole or in part. No claims for compensation or damages shall accrue to Supplier as a consequence of such a withdrawal.

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## 18 Payment

Unless otherwise agreed, the Group shall pay as follows after receipt of the delivery and invoice: 60 days net, or 30 days with 3% discount.

## 19 Termination

In the event of the termination of the contract by the Group, the contractor shall receive at most that portion of the agreed compensation reflecting its actual performance under the contract up to that point.

## 20 Withdrawal, contract performance

- 20.1 The Group is entitled to withdraw from the contract in whole or in part for good cause, or to demand its fulfilment at a later time without any additional claims by the contractor. Good cause shall be found, in particular, in the event of strikes, lockouts, or other disruptions to operations, or if insolvency proceedings are applied for or opened against Supplier's assets.
- 20.2 The statutory withdrawal provisions shall remain unaffected.

## 21 Security interests and transfer of title

- 21.1 The contractor may not pledge claims against the Group, unless such claims have been acknowledged or are legally enforceable.
- 21.2 The contractor has the right to offset only in the case of indisputable or legally determined demands.
- 21.3 Title to the goods transfers to the relevant company upon payment.
- 21.4 Title to returned contractual products that are already once again in the contractor's possession likewise remains vested in the relevant company until the contractor has credited the company for the full value of the products.

## 22 Place of fulfilment and place of jurisdiction

- 22.1 The place of fulfilment for delivery shall be the respective delivery address. The place of fulfilment for payment shall be Hartmannsdorf.
- 22.2 Chemnitz shall be the place of jurisdiction for all disputes arising under this contract. However, the Group may also bring a legal action in the jurisdiction of Supplier's business address.

## 23 Data protection and confidentiality

- 23.1 Supplier's personal data shall be processed by the Group for the purposes of fulfilling the contractual relationship in accordance with the provisions of the German Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG].
- 23.2 The contractual partner undertakes to keep confidential all information, data, business and trade secrets (company internal information) becoming known to it in the course of the business relationship and any work performed for or with the Group, and to protect such information against access by third parties. In particular, Supplier undertakes to only exchange via encrypted e-mail with the Group such documents and information classified by the Group as confidential.
- 23.3 Supplier undertakes to comply with the provisions of the German Federal Data Protection Act and the Unfair Competition Act [UWG] regarding the information provided or becoming known to it in the course of its business relationship with the Group. Should further regulations governing the protection of personal data or company internal information come into effect, they shall automatically be incorporated into the provisions of this agreement.
- 23.4 The contractual partner undertakes to inform employees entrusted with processing such data and/or involved in the business activities for or with the Group of all relevant legal aspects of data protection, and to obligate them in writing to comply with the provisions of the Data Protection Act.
- 23.5 In the event of any justified complaints by the responsible data protection regulatory authorities and/or the Group's data protection officer, the underlying problem shall be addressed immediately.
- 23.6 For each violation of one of the abovementioned provisions, the Group reserves the right to assert a claim for payment of a contractual penalty in the amount of 25,000 €. In the event that a third-party claim should arise as the result of such a violation by Supplier or a violation of data protection provisions, Supplier shall indemnify the Group against all resulting claims.

## 24 Invoicing and payment

- 24.1 Original invoices may not be included with the shipments. A given invoice may only contain articles purchased by a single purchasing department of the Group. Invoices must include the following:
- Name and address of the company providing and the company receiving the product or service
  - Tax number or sales tax ID number of the company providing the product or service
  - Invoice issue date
  - Unique serial invoice number
  - Quantity and type of items delivered or scope and type of other performance
  - Date of delivery or other performance
  - Net payment due for the delivery or other performance
  - Any prearranged reduction in such payment due

- Notice of any such reduction in payment due
  - Applicable tax rate and tax amount, or notice of tax-exempt status.
- 24.2 Payments shall only be made in accordance with the terms specified in the order, and only after receipt of the goods. The agreed payment deadline is met provided that payment is sent or payment instructions issued to the bank within the specified period. Payment and early payment discount periods only start to run once the goods have arrived at the agreed storage site and the invoice has been received by the relevant company.
- 24.3 The payment of an invoice is made without prejudice to the subsequent assertion of any rights. In particular, a payment does not constitute recognition of any payment obligation, of the ordering of the goods in question, or of their completeness or defect-free condition.

## 25 Provisions governing returns

- 25.1 All deliveries of goods and the handling of related statutory defect liability and warranty claims shall be made exclusively on the basis of the following provisions:

### 25.2 Warranty

- Supplier provides an end customer warranty within the meaning of § 443 BGB for a period of 24 months for all goods it supplies; such warranty shall cover at least those claims described in Section 10. This warranty starts to run on the date the end customer receives the goods and risk is transferred to it. The statutory provisions regarding the tolling and restarting of statutory limitation periods apply accordingly to the warranty period.
- When the warranty is invoked by an end customer, the serial number is recorded on the service order and a repair order number generated. Supplier shall ensure that the specified numbers are used as identifiers by means of which the item can be clearly tracked and identified throughout the repair period. Supplier shall refrain from demanding that the Group notify it of repair numbers.

### 25.3 Performance of repairs

- If a product is repaired under warranty, a standard period for completion of the repairs of 5 calendar days is agreed. A maximum reasonable repair period of 10 calendar days is agreed. This period begins upon receipt of the defective product by Supplier's service and repair department and ends with receipt of the repaired product by the end customer. A repair is considered to have failed if not made after 14 calendar days.
- Supplier undertakes vis-à-vis the Group that it shall not demand a defect testing fee. This also applies for non-default repairs, i.e. cases in which no defect was found. In the event that a defective device is repairable but not covered by a warranty, Supplier's service and repair department shall provide a free estimate of the repair costs.
- When defective devices are sent to Supplier by the Group for the purpose of repair or exchange, it is not required that the original packaging be used; this does not relieve the Group of the obligation to pack the devices in a manner suitable for safe shipment.

### 25.4 DOA (Dead on Arrival) case

- A DOA case occurs when a defect (new defect) is identified by the Group, its contractual partners, or the end customer on initial start-up.
- Such a defect must be identified no later than 14 calendar days after sale to the end customer, and Supplier promptly notified thereof by the Group. The relevant date is the date on which the customer provided notification of the defect (service order recording date). As a general principle, in DOA cases, Supplier shall credit the relevant company for the amount of the purchase price. The credit must be received by the company within 14 calendar days.

### 25.5 Transport risk and liability for damage incurred in the service and repair department

Supplier bears the transport risk for return shipments of defective devices and shipments of defective devices to the service and repair department. Supplier is liable for damage to the goods incurred within its sphere of responsibility. This sphere of responsibility also includes, in particular, Supplier's service and repair department. Supplier bears the burden of proving that it is not at fault. The amount of compensation payable for such damage shall depend on the costs of repair and/or the reduction in value of the item, up to its replacement cost.

### 25.6 Fixed payments for handling returns

- For handling warranty claims and cases, Supplier shall reimburse the Group a fixed sum of 17 € plus the handling costs charged by the Group's contractual partners for each device received containing an actual defect covered by warranty. If the same device is returned multiple times, the fixed sum and any costs charged by the

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Group's contractual partner shall be due each time. The fixed return charges and the expenses of the contractual partners shall each be invoiced monthly.

- b. Desired notification (repair notices) in external systems must be arranged with the Group, and shall increase the aforementioned fixed sum by a multiplier of 2.
- c. Insofar as the Parties have agreed on an RMA process, the RMA shall be granted within 48 hours of notification.

## 26 End customer hotline

Supplier undertakes to set up a functioning end customer hotline that shall be available during business hours.

## 27 Agreement on Marketing Development Fund (MDF) and/or subsequent advertising cost allowances or customer bonuses and other payments

27.1 For devices intended for further sale, the relevant company of the KOMSA Group shall receive special purchase prices from Supplier. The company will establish an MDF for marketing activities. The use of the MDF shall be coordinated between the manufacturer and the Group.

27.2 In addition, Supplier may agree with the company that the latter shall receive advertising cost allowances or bonuses for selling products.

This includes, e.g., product-related price reductions for goods that have already been handled or which are still in inventory, reimbursement for earmarked advertising costs such as advertisements, flyers, promotions, etc., and for the provision of services such as product placements in shops/markets. The Company shall provide proof of each specific measure.

For tax reasons, invoices must separately itemize advertising cost allowances and bonuses.

Supplier shall remit the agreed advertising cost allowances/bonuses to the company.

## 28 Statutory provisions

28.1 Supplier shall comply with the relevant German laws and regulations (e.g. Product Liability Act [Produkthaftungsgesetz], Packaging Ordinance [VerpackV], Batteries Act [BattG], Electrical and Electronic Equipment Act [ElektroG], etc.) and with the regulations and directives of the EU. In addition, Supplier shall comply with the applicable risk regulations and DIN, EN, and ISO standards. This applies also for future deliveries and future applicable norms; no additional declaration of applicability shall be necessary.

28.2 It shall be ensured that the abovementioned standards are applied in a timely manner before their mandatory entry into effect in order to ensure the unimpaired marketing of the goods in question.

28.3 Supplier shall furnish proof of compliance with the statutory requirements upon request.

28.4 Insofar as goods are intended for distribution in another country, the regulations and provisions applicable in such country shall be complied with.

## 29 Miscellaneous

29.1 Intercompany claims:

- (1) The term "KOMSA Companies" is to be understood herein as referring to both the Group itself and all affiliated Group companies within the meaning of §§ 15 ff. of the Stock Corporations Act [AktG].
- (2) Supplier agrees that claims against it acquired by the Company and other KOMSA Companies are due to all KOMSA Companies as joint and several creditors; i.e. these claims may be offset against any obligations toward Supplier by any KOMSA Company.
- (3) In addition, claims by Supplier against a KOMSA Company may be offset against claims by KOMSA Companies against other companies belonging to Supplier's corporate group.
- (4) In addition to the provision in Para. 1 above, claims by Supplier against KOMSA Companies may be offset against claims by KOMSA Companies against companies belonging to Supplier's corporate group.
- (5) The above provisions also apply if payment in cash is agreed on one side and bills of exchange on the other, or if the opposing claims have different maturities, whereby the settlement shall take place in accordance with value dates.
- (6) In the event that there are multiple claims, Supplier waives the right to dispute our determination of the claims to be offset (see § 396 Para.1 Sentence 2 BGB).
- (7) A list of all affiliated companies of the KOMSA Kommunikation Sachsen AG corporate group may be found in the current annual report, which is published in accordance with the provisions of the German Commercial Code.

29.2 The Supplier may neither completely or partially assign claims against companies of the Group nor pledge or have these collected by third parties without the prior written consent of the Company. § 354a of the German Commercial Code shall remain unaffected.

29.3 Choice of law and venue:

The contractual relations between the Parties shall be subject exclusively to

the provisions of German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

29.4 Amendments or additions shall only be effective in writing.

29.5 Partial invalidity:

The invalidity of individual provisions shall not affect the validity of the remaining provisions of these Purchasing Terms and Conditions.

The most recent version of the delivery and packaging guidelines of the KOMSA Group shall apply.