

## **General Purchase Terms and Conditions of Preising GmbH & Co. KG**

### **1. GENERAL**

- 1.1 These terms and conditions ("Purchase Terms and Conditions") are incorporated by reference into the purchase agreement or other agreement entered into for the purchase of goods and/or services ("Agreement") between Preising GmbH & Co. KG ("Purchaser") and the contractual partner ("Supplier").
- 1.2 These Purchase Terms and Conditions apply exclusively. These Purchase Terms and Conditions shall not apply only if and to the extent that the validity of Supplier's special terms and conditions is agreed on. In that case, the Purchase Terms and Conditions apply only additionally and secondarily.
- 1.3 Supplier's conflicting or differing terms and conditions or other terms and conditions or other general business terms and conditions are not recognized. Conflicting or differing terms and conditions shall apply only if the Purchaser has expressly accepted them in writing in each individual case. This provision applies even if goods and/or services are accepted by the Purchaser in awareness of Supplier's general business terms and conditions.
- 1.4 Individual contractual agreements always have priority over these Purchase Terms and Conditions.

### **2. PROVISIONS OF THE AGREEMENT**

- 2.1 No oral side agreements or assurances made by Purchaser before the conclusion of the Agreement are legally binding. All such agreements or assurances are replaced in full by the Agreement. The above provision does not apply if the assurances expressly indicate that they are intended to remain binding, or if the assurances are expressly confirmed in writing by Purchaser.
- 2.2 Individual provisions of these Purchase Terms and Conditions that make express reference to a specific type of purchase category (e.g. purchase of goods, purchase of work and materials, work services, general services or equipment) apply exclusively for the respective type of purchase category. Otherwise, the provisions set forth below apply for all types of purchase categories.

### **3. SUPPLIER'S OFFER**

Supplier shall orient its offer to Purchaser's inquiry.

The offer must be prepared and submitted free of charge. The offer shall not create any obligations on the part of the potential Purchaser. Cost proposals shall be remunerated only by express prior agreement.

#### 4. PURCHASE ORDER AND ACCEPTANCE

- 4.1 Supplier shall check each purchase order received from Purchaser for discernible errors, ambiguities, omissions and unsuitability of the specifications selected by Purchaser for the intended purpose. Supplier shall immediately inform Purchaser of any necessary amendments or clarifications to the purchase order.
- 4.2 Each purchase order and/or amended purchase order must be acknowledged in writing by Supplier. The start of execution of the purchase order by Supplier shall be equivalent to this express acceptance by Supplier of the offer.
- 4.3 Purchaser is entitled to demand modifications to the goods or services to be supplied even after the conclusion of the Agreement, provided Supplier can be reasonably expected to make such modifications. Such amendments to the Agreement shall consider the effects for both parties, in particular, sufficient account shall be taken to cost increases or decreases and effects on the schedule.

#### 5. PERFORMANCE OF SERVICES BY SUPPLIER AND SUBCONTACTORS

- 5.1 Supplier shall perform the services itself or have them performed by third parties integrated into its operating organization and on its own responsibility. Supplier is authorized to use subcontractors only upon Purchaser's prior express approval. If Purchaser approves the use of subcontractors, they shall be commissioned by Supplier in its own name and for its own account. The Supplier is responsible of the proper and complete lawful provision of the Invoices by the subcontractor.
- 5.2 If the performance of the service takes place at the Purchaser's site, Supplier must comply with the safety and organizational requirements for outside companies and/or the internal operating regulations applicable at the respective site. Supplier must also comply with all other requirements displayed for its information on the site. If Supplier considers the requirements unreasonable, it must immediately register its objections with Purchaser.
- 5.3 Supplier shall use only qualified persons for the performance of the service. Persons whose employment with Purchaser was previously terminated by Purchaser for personnel or performance-related reasons may not be used, or persons who have repeatedly damaged or continue to cause particularly serious damage to Purchaser's interests. Supplier shall bear any increased costs resulting from a replacement of the personnel used for the performance of the service.

#### 6. Conditions of delivery

- 6.1 Unless expressly agreed otherwise, Purchaser may determine the mode of transportation as well as the carrier for all shipments and will inform the Supplier accordingly in writing. All delivery times and periods are binding and are calculated from the date of the order.

- 6.2 Delivery is at the expenses and risk of the Supplier. In addition, the Supplier shall pack the goods at its own expense as customary in business and adequately and protect them against transport damage.
- 6.3 Deliveries shall be deemed to have been fulfilled when the goods concerned are lawfully transferred into the possession of the Purchaser at the agreed place of delivery at the agreed time of delivery and with all agreed or customarily required documents (including invoices, certificates of origin, transport documents). Only at this point in time the risk shall pass to Purchaser. Partial deliveries require the prior written consent of Purchaser.
- 6.4 The delivery times and dates specified in the order are fixed dates and are calculated from the day the order is concluded. If the Supplier cannot deliver the ordered goods within the agreed periods or on the agreed dates or expects that this is not possible, the Supplier shall notify the Purchaser in writing of the reasons and the expected duration of the delay. In case of a (total or partial) delay in delivery, Purchaser is entitled to
- a) withdraw from the delayed contract/order in full or in part without setting a grace period and refuse acceptance of the goods;
  - b) adhere to the contract/order while setting an appropriate grace period and demand or withhold a contractual penalty in the amount of 1 % of the agreed price per day of the delay;
  - c) cover any urgent need for goods by entering into a respective contract with third parties (covering purchase). while the Supplier shall bear the additional costs incurred.
- 6.5 During any assembly works at one of the (branch) locations of Purchaser, the Supplier shall at all times comply with the Purchaser safety regulations and the applicable legal provisions and shall ensure that any vicarious agents or other third parties commissioned by the Supplier also comply with all said safety regulations and the applicable legal provisions at all times.
- 6.6 If a certain part of the order or the order in its entirety is performed by a third party, Supplier shall be liable for defects or default on the part of this third party, its suppliers or other vicarious agents as it would for its own defects or default. Prior to appointing a third party to fulfil the Suppliers obligations, the Supplier must obtain the written consent of Purchaser.
- 6.7 Ownership of the goods shall be transferred to Purchaser unconditionally and regardless of the payment of the price. In particular, this excludes all forms of simple, extended or prolonged retention of title.
- 6.8 Each individual shipment and each individual package shall be labelled in accordance with applicable Law and shall especially contain:
- a) Order number of Purchaser (the order number shall also appear on all invoices and delivery notes);

- b) Detailed description of the contents;
- c) Quality specifics;

6.9 If the scope of delivery includes plans or documentation (e.g. construction plans, drawings, drafts, technical descriptions, etc.), the Purchaser shall acquire rights of use in these plans or documentation without separate remuneration, unlimited in terms of location, time and content, and freely transferable and sublicensable.

6.10 The Supplier shall prepare all technical documentation (e.g. hazard analyses, risk assessments, operating instructions, validation documents, manufacturer/installation/ conformity declarations, safety data sheets, etc.) required by the European directives and regulations, harmonized standards and the provisions of law implementing these directives, regulations or standards applicable to the delivery/service, and shall hand over these documents in German to the Purchaser without delay with the delivery/service.

## 7. PLACE OF PERFORMANCE

The place of performance for all claims arising under this Agreement is for both parties the destination specified by Purchaser (i.e. the delivery address indicated in the purchase order or otherwise stipulated).

## 8. COOPERATION BY PURCHASER

8.1 Purchaser shall provide the contractually stipulated cooperation. Unless agreed otherwise, this cooperation is an obligation.

8.2 If Purchaser fails to provide or adequately perform required cooperation services, Supplier must register its complaint immediately and in writing. If Supplier does not fulfil this requirement to register its complaints, Purchaser shall not be in default of its duty of cooperation and Supplier cannot plead a lack of cooperation.

## 9. TESTS AND INSPECTIONS

If tests and inspections are stipulated for the goods or services to be supplied, Supplier shall bear the material and its personnel costs of the tests and inspections. Purchaser shall bear the costs of its testing and inspection personnel. Supplier must send binding notification to Purchaser that the service or goods are ready for testing or inspection at least one week before the date stipulated for the test or inspection. Supplier must also agree on a test date with Purchaser. If the item to be tested is not presented on this date, Purchaser's testing personnel costs shall be charged to Supplier. If defects are identified and repeated or additional tests are therefore necessary, Supplier shall be responsible for all material and personnel costs. Supplier shall bear the material and personnel costs of the material certificates for the primary materials.

## 10. SUPPLY

Unless expressly agreed otherwise, the INCOTERMS mentioned in the offer apply.

## 11. INSURANCE

- 11.1 In accordance with the transfer of risk under the stipulated INCOTERMS/delivery conditions, the respective Party bears the risk for the loss of or damage to the goods.
- 11.2 Supplier must, at its expense, purchase sufficient liability insurance in an amount standard in its sector to cover damage caused by services or work performed or property owned by it, its personnel or its subcontractors as a result of services performed or work or goods delivered. Proof of coverage must be provided to Purchaser on request. More extensive damage claims to which Purchaser may be entitled in excess of insurance coverage remain unaffected.
- 11.3 The purchase of special erection/installation insurance coverage in addition to the liability coverage stipulated in Section 11.2 must be coordinated between Purchaser and Supplier in each individual case.
- 11.4 Objects loaned to Purchaser, including but not limited to machines and equipment that are used on operating sites, must be insured by Purchaser against the standard risks. Purchaser shall have no further liability for loss of or damage to these objects except in cases of malicious intent or gross negligence.

## 12. PURCHASER'S DOCUMENTS

- 12.1 Purchaser reserves title to all industrial property rights and copyright to all documents physically or electronically transmitted to Supplier. Purchaser retains title to all drawings, standards, guidelines and other documents that are transmitted by Purchaser to Supplier for the manufacture of the item to be delivered. The documents to which Purchaser retains title may only be used only for Purchaser's contractually stipulated purposes. Other requirements apply only with written consent of Purchaser. On request, all copies and reproductions that are necessary for the performance of the Agreement or are no longer required under statutory retention obligations must be immediately returned to Purchaser and/or - in the case of electronic documents - deleted.
- 12.2 Documents of all types that are required by Purchaser for the use, setup, erection or installation, processing, storage, operation, maintenance, inspection, service and repair of the items supplied must be made available by Supplier promptly, unsolicited and free of charge.

12.3 Documents transmitted by Purchaser must be returned and/or deleted by Supplier, not later than at the time of the completion of the order except otherwise stipulated by lose.

### 13. QUALITY ASSURANCE

13.1 Supplier must establish and maintain an effective Quality Assurance program (e.g. in accordance with ISO .... et seq. or equivalent). Supplier must demonstrate the corresponding measures to Purchaser on request.

13.2 Purchaser itself is entitled to verify the Quality Assurance measures by appointment or to have them verified by third parties engaged by Supplier.

### 14. COMPENSATION

14.1 Unless expressly agreed otherwise in writing, the compensation owed is a fixed price. Fixed prices also include expenses, energy costs, raw material costs, third-party costs, travel costs and out-of-pocket expenses as well as packing. Fixed prices also include compensation for sketches and drafts (including clean drawings or drawing stored on electronic media, including image data). Fixed price agreements are also valid for estimates prepared by Supplier before the conclusion of the Agreement, unless such estimates are explicitly identified as non-binding. Any increased costs necessary to perform the service shall be borne by Supplier.

14.2 Unless a fixed price has been stipulated, travel costs are reimbursable only on the basis of Purchaser's prior written consent according to Purchaser's conditions for the reimbursement of travel costs.

14.3 If Supplier's prices are reduced or Supplier's conditions improve during the period between the purchase order and delivery, the prices and conditions in effect on the date of delivery also apply for Purchaser. The above provision applies accordingly for individually approved third party services, costs and expenses.

### 15. PAYMENT TERMS

15.1 Invoices must contain the purchase order number indicated in the purchase order and describe the components of the service or goods in detail. Invoices must also correspond to the language, order of invoice items and prices indicated in the purchase order. Any additional or reduced services or goods must be listed separately in the invoice.

15.2 If in the specific instance the parties agree in writing, notwithstanding the provisions of Section 14.1, that Purchaser shall reimburse out-of-pocket expenses, costs of third-party services and other expenses, these expenses must be shown in the

invoice, broken out by item, quantity, unit and total prices and documented by copies of the corresponding invoices or vouchers.

- 15.3 Payment periods begin to run from a specific date, although not earlier than the receipt of the goods or their acceptance, and in no case before receipt of the invoice.
- 15.4 Payments are due within 30 (thirty) days net after receipt of the invoice, unless the provision in Section 15.3 results in a later payment date.
- 15.5 Purchaser's payment shall be late only if Purchaser received an express warning after the date payment was due and/or a fixed payment deadline was stipulated. The lump-sum late interest rate applicable in the event of late payment is 9 percentage points over the base interest rate, unless Purchaser demonstrates that the actual pecuniary damage incurred by Supplier was less.
- 15.6 In the event of defective deliveries, Purchaser is entitled to withhold payment proportionally until proper performance.
- 15.7 Payment does not constitute any acknowledgment of terms, conditions or prices. The payment date has no effect on the beginning of the warranty periods and represents neither unrestricted acceptance of the item delivered nor a waiver of potential warranty claims.

## 16. RETENTION OF TITLE

- 16.1 Title to goods must be transferred to Purchaser without restrictions and without regard to payment of the price.
- 16.2 If, under the terms of an individual agreement, the seller offers to transfer title conditional on payment of the purchase price, Supplier's reservation of title expires not later than payment of the purchase price for the goods delivered. Purchaser also remains authorized, even before payment of the purchase price, to resell the goods in the ordinary course of business, including the advance assignment of the claim resulting from resale; alternatively the simple retention of title extended to the resale applies. However, all other forms of retention of title are excluded. The above provision applies in particular for expanded and forwarded retention of title and retention of title extended to include reprocessing.

## 17. GRANTING/TRANSFER OF RIGHTS

- 17.1 The parties agree that all rights to the contractual works, designs, including but not limited to figures and graphics, photographs, software, data collections and/or other work results created by Supplier individually for Purchaser, including the associated drafts, documentation and information (together "Work Results" below) are the exclusive property of Purchaser. The parties further agree that Purchaser is entitled to use, exploit, add to, modify and otherwise process these Work Results (including

for purposes beyond the business purposes of the Purchaser and the objective pursued with the specific order) in any conceivable manner and otherwise to process them and connect or combine them with other works or items and to transfer them in modified or unmodified form to affiliated companies and other third parties.

17.2 Supplier, by entering into this Agreement, accordingly grants exclusive, irrevocable rights of use to the Work Results referenced above created by Supplier and protected under copyright law as well as to all revisions and/or modifications of these Work Results with no temporal, geographic or content-related restrictions, which rights of use may be transferred and/or sub-licensed in whole or in part. This granting of rights includes all possible rights of exploitation and use. The above granting of rights includes all known types of use, including but not restricted to use, application and/or exploitation for advertising purposes. The above granting of rights to the use of the Work Results further includes rights for unknown types of use as well as use in processed form.

## 18. CONFIDENTIALITY

18.1 Supplier must use all information received orally or in writing from Purchaser only for the purposes stipulated in this Agreement, keep it confidential and not disclose it to third parties without Purchaser's prior written consent. Supplier must further make the information accessible only to those employees and subcontractors, if any, who are bound by a confidentiality agreement equivalent to that stipulated in Section 18 and who are required to have the information to perform the Agreement between Supplier and Purchaser. At Purchaser's request, Supplier must confirm to Purchaser in writing the conclusion of corresponding agreements.

18.2 The confidentiality requirement stipulated above extends as appropriate to the request for quotation and purchase order as well as to the work performed in this regard.

18.3 The above obligations do not apply to information that

- at the time of its disclosure was already known to Supplier without any obligation to the Purchaser to keep it confidential, or
- was disclosed to Supplier by third parties who received and forwarded this information without violating any confidentiality obligation, or
- at the time of its disclosure by Purchaser was already in the public domain, or
- entered the public domain thereafter through no fault on the part of Supplier.

18.4 Nor does the confidentiality obligation apply if disclosure of the information to a court or a government authority is required by an order of the court or other government authority for the execution of the order. If permitted under the specific circumstances, Supplier shall immediately notify Purchaser before information is forwarded to a court or government authority.



18.5 The confidentiality obligation stipulated above survives the completion of the order unless one of the exceptions cited above occurs subsequently.

## 19. DATA PROTECTION

Each party must at all times comply with its respective obligations under the applicable data protection laws and regulations (including but not limited to the Regulation (EU) 2016/679 "General Data Protection Regulation" GDPR).

## 20. LIABILITY/REPRESENTATIONS

20.1 Supplier's liability shall be governed by the statutory provisions.

20.2 Supplier represents and warrants (by way of an abstract guarantee) that all delivered goods

- a) are provided in accordance with all applicable provisions, statutory regulations and requirements outlined by authorities and professional associations as well as the Purchasers standards;
- b) are state of the art;
- c) are free from defects; and
- d) comply with all specifications and all standards, that have been explicitly laid down in offers, invoices or individual agreements with Purchaser or
- e) that - if not agreed - conform with the typical market standards.

20.3 In case the delivered goods are defective, Supplier shall, at the sole option of the Purchaser, replace the defective goods, repair them as soon as technically possible and, at the latest within 10 working days from the defect notice, restore the agreed state free from defects or refund all payments made with respect to the delivery of such goods immediately and without deduction. Purchaser may also annul the agreement immediately (redhibition). In cases of urgency, Purchaser retains the right to have such goods revised by itself or by third parties or to have replacements shipped by third parties at the expense of Supplier (substitute performance, Ersatzvornahme).

20.4 Purchaser shall notify visual defects of the delivered goods within 20 calendar days of receipt of the goods, all other defects within 20 calendar days of their discovery. The payment by Purchaser shall not be qualified as unconditional acceptance of the goods.

20.5 Supplier represents and warrants (by way of an abstract guarantee) that the production, impart, storage, sale or use of the delivered goods does not infringe any third-party rights, particularly industrial property rights such as trademark, design and patent rights and other intellectual property rights. The Supplier provides Purchaser with the delivered goods free of any third-party rights that could impair Purchaser contractual legal position agreed upon. The Supplier shall indemnify and

hold the Purchaser fully harmless in case third parties raise claims based on the alleged infringement of their rights in connection with the goods delivered by the Supplier.

- 20.6 The Purchaser liability vis-a-vis Supplier shall be excluded to the extent legally permissible.
- 20.7 Purchaser shall retain possession of and title to defective parts until they are replaced. Defective parts shall be returned to Supplier in exchange for the delivery of and transfer of title to the replacement.
- 20.8 Supplier shall bear the costs of testing, inspection and rectification (including any costs of removal, installation and transport). The above requirement shall also apply if it is determined that no defect actually existed. Any potential liability for damages on the part of the Purchaser in the event of unjustified warranty claims remains unaffected. Purchaser shall to this extent be liable only if it was aware or was grossly negligently unaware that no defect actually existed.
- 20.9 In urgent cases if a rectification by Supplier cannot be expected, notwithstanding its statutory rights under the warranty, Purchaser can also have the defect rectified itself or by third parties at Supplier's expense and demand reimbursement from Supplier of the expenses incurred. Purchaser also has this right if Supplier negligently fails to cure the defect in spite of being given an extended deadline, the deadline extension is superfluous or the attempted rectification is ultimately unsuccessful.
- 20.10 If Supplier has provided a guarantee for the properties or durability of the object supplied, Purchaser can file claims under the guarantee in addition to its rights arising from defects.

## 21. SUPPLIER'S RECOURSE

- 21.1 In addition to its claims arising from defects, Purchaser also has unrestricted access to Supplier's statutory recourse claims within a supply chain (supplier's recourse). In particular, Purchaser is entitled to specify the exact type of cure (repair or replacement) that the seller owes its customer in the specific case. Its statutory options (§ 439, para. 1 of the German Civil Code) are not thereby limited.
- 21.2 Before Purchaser accepts or honors a warranty claim brought by one of its customers (including compensation for expenses pursuant to §§ 478, para. 2, and 439, para. 2 of the German Civil Code), Purchaser shall notify Supplier with a brief description of the situation and a request a written response. If the response is not received within a reasonable period and agreement on a solution cannot be reached, the warranty claim actually honoured by Purchaser shall be owed to its customer. In this case, Supplier must present proof to the contrary.

21.3 Purchaser's claims from supplier recourse are valid even if the goods were subjected to further processing before they were sold to a consumer by Purchaser or to one of its customers (e.g. by incorporation in another product).

## 22. CANCELLATION

22.1 If the Agreement is a continuous obligation, Purchaser, in the case of the exercise of its ordinary cancellation rights, is also entitled to partial cancellation, if it can reasonably be expected of Supplier.

22.2 If the Agreement is a continuous obligation it can be canceled without notice for cause. Sufficient cause exists in the following cases in particular:

- Supplier defaults on a contractual obligation and does not cure the default within a reasonable period of time set by Purchaser, accompanied by the threat of cancellation.
- If the deadline for compliance cannot be extended depending on the type of breach, Supplier has not successfully cured the breach in spite of a warning.
- Supplier has not complied with its obligation to withhold taxes and/or social security contributions.
- There has been significant deterioration of Supplier's financial situation that endangers performance of the Agreement.

## 23. LIABILITY

23.1 Supplier must hold Purchaser harmless from producer liability claims and claims under the Product Liability Act if the cause is within the area of control or operation of Supplier or its subcontractors.

23.2 In the framework of its own liability for damages pursuant to Article 23.1, Supplier must also reimburse any expenditures pursuant to §§ 683, 670 or pursuant to §§ 830, 840 or 426 of the German Civil Code incurred by Purchaser or in connection with a recall campaign conducted as required by law. The above also applies for precautionary recall campaigns.

23.3 Purchaser shall be responsible for instructing government authorities in compliance with the Product Safety Act. Purchaser shall coordinate with Supplier as necessary.

23.4 Apart from that, Supplier shall be liable in accordance with the statutory provisions.

## 24. LIMITATION PERIODS

24.1 Unless expressly agreed otherwise, the statutory periods of limitation apply. Notwithstanding the above, the provisions set forth below apply.

- 24.2 Notwithstanding § 438, para. 1, No. 3, and § 634a, para. 1, No. 1 of the German Civil Code, the general period of limitation for contractual claims on grounds of material defects and defects of title is three (3) years following delivery to Purchaser at the place of performance. If early acceptance is stipulated in the cases covered by § 634a, para. 1, No. 1 or No. 2 of the German Civil Code, the period of limitation starts not later than the final acceptance.
- 24.3 Non-contractual claims on grounds of material defects and defects of title and contractual claims on grounds other than defects are subject to the statutory periods of limitation.
- 24.4 The period of limitation on justified defect complaints is extended by the length of time between the defect complaint and its satisfaction. If the object supplied is replaced in its entirety, the period of limitation begins again. For a partial replacement, the period of limitation applies to the replaced parts. The period of limitation shall not start over if Supplier is visibly not acting in the framework of its obligation to cure defects.

## 25. FINAL PROVISIONS

- 25.1 Supplier may assign claims against Purchaser that are not monetary claims only with Purchaser's express consent.
- 25.2 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and transferees.
- 25.3 Supplier may offset only against undisputed or legally upheld claims. If Supplier has a right to withhold performance, Supplier may do so only against claims that originate from the same contractual relationship.
- 25.4 Otherwise the statutory provisions governing offsetting and withholding rights apply.
- 25.5 Supplier must immediately notify Purchaser in writing of any transfer of the Agreement by operation of law and of any change in its company name.
- 25.6 Force Majeure: Where a Party is unable, wholly or in part, by reason of fire, flood, explosion, earthquake, riot, act of God, war or terrorist activities or other circumstances beyond the control of one party, through no fault of the Party declaring Force Majeure and not resulting in any way from its negligence or willful misconduct to carry out its obligations under this Agreement, excluding payment obligations ("Force Majeure Event"), such obligations shall be suspended so far as they are affected by the Force Majeure Event and, in relation to such suspended obligations, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for reason of delay in performance or failure of performance.

Mit Sicherheit für Sie da!



**PREISING**

GMBH & CO. KOMMANDITGESELLSCHAFT

Postfach 1141 • 51675 Wipperfürth  
Meienborn 19 • 58566 Kierspe-Rönsahl  
Telefon: +49 (0)2269-288 • Fax +49 (0)2269-7838  
E-Mail: info@preising.net • www.preising.net

**Preising ist zertifiziert nach:**

DIN EN ISO 9001:2015, DIN EN 14001:2015, DIN ISO 45001:2018

- 25.7 German law shall apply, excluding its conflict of law rules. The UN Convention of April 11, 1980, on agreements for the International Sale of Goods shall not apply.
- 25.8 If a purchase order references INCOTERMS without indicating the year, INCOTERMS apply in the version in force at the time of the purchase order.
- 25.9 If Supplier is a registered trader [Kaufmann], the courts of Kierspe shall have exclusive jurisdiction.