

Clarios Group EMEA General Terms and Conditions of Purchase

1. Scope

- 1.1. These General Terms and Conditions of Purchase (hereinafter: "**Terms and Conditions**") govern the legal relationship between Clarios Germany GmbH & Co. KG or its affiliates relying on these Terms and Conditions (hereinafter "**Clarios Group EMEA**" or "**Clarios**") and its business partners and suppliers (hereinafter "**Supplier**" or "**Suppliers**") with respect to deliveries of goods or services and offers of the Supplier to Clarios.
- 1.2. Contractual services to Clarios are provided exclusively based on these Terms and Conditions, unless otherwise expressly agreed in individual cases between Clarios and the Supplier. General terms and conditions of the Supplier or third parties shall not apply, even if Clarios does not separately object to their validity in individual cases. Clarios' Terms and Conditions apply even if Clarios accepts the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the Supplier. Deviating or contradictory terms and conditions shall therefore only apply if they have been accepted by Clarios in writing.
- 1.3. These Terms and Conditions apply to all current and future business relations between Clarios and the Supplier, provided that the Supplier is an entrepreneur. Entrepreneur in this sense is any natural person or legal entity or any partnership with legal capacity, which, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity. A partnership with legal capacity is any partnership endowed with the capacity to acquire rights and incur liabilities.

2. Conclusion of Contracts, Orders

- 2.1. Clarios orders can be placed in the following ways: Scheduling Agreement (electronically via EDI or email), e-procurement, ERP orders, order forms. In addition, Clarios reserves the right to introduce other forms of ordering at any time.
- 2.2. Clarios' order is considered binding at the earliest upon written submission or confirmation. The Supplier shall confirm the order within a period of two (2) weeks either (i) electronically via the order confirmation tool provided by Clarios, (ii) in writing or (iii) by dispatching the goods without reservation (acceptance). A delayed acceptance is considered as a new offer by the Supplier and requires acceptance by Clarios.
- 2.3. If the order confirmation deviates from the order, the Supplier must clearly point out these deviations. A contract is only concluded if Clarios has agreed to these deviations in writing.

3. Prices, Payment Terms, Invoice Details

- 3.1. Unless otherwise agreed, the Supplier's prices shall be fixed prices including any statutory value added tax and shall include the delivery/service to the Clarios location DAP (**Incoterms 2020**); the prices shall include all costs of the Supplier, in particular the costs for freight and

packaging, equipment and vehicle costs, supply costs, labor, overtime and/or performance surcharges.

- 3.2. Insofar as the type of packaging and shipping is not expressly determined, the Supplier is obligated to select the most cost-effective customary shipping and packaging option for Clarios.
- 3.3. The payment terms specified in each individual order shall apply. If no payment term is included in an order, 90 days is agreed. The payment period shall commence as soon as the delivery or service has been provided in full and the properly issued invoice has been received. Insofar as the Supplier must provide material tests, test reports, quality documents or other documents, the completeness of the delivery and service also presupposes the receipt of these documents.
- 3.4. In principle, the order forms / order confirmations provided by Clarios are to be used. In all order confirmations, delivery documents and invoices deviating from these, our order number, the order item number, the article number, and the delivery quantity must be stated. If one or more of these details are missing and this causes a delay in processing by Clarios in the normal course of business, the payment deadlines stated in the terms of payment will be extended by the period of the delay.
- 3.5. The unconditional payment of the invoice amount by Clarios does not imply any acknowledgement of the Supplier's delivery or service as being in accordance with the contract.
- 3.6. The rights of set-off and retention as well as the defense of non-performance of the contract are available to Clarios to the extent provided by law. Clarios is entitled to withhold due payments as long as Clarios is still entitled to claims against the Supplier arising from incomplete or defective performance.

4. Delivery Date, Delivery, Transfer of Risk, Return of Packaging

- 4.1. Agreed dates and deadlines are binding for the Supplier. Early deliveries are not permitted.
- 4.2. The Supplier is obliged to inform Clarios immediately in writing if circumstances occur or become apparent according to which a delivery on schedule or a delivery in the agreed quality - for whatever reason - cannot be met. If Clarios agrees to a new date offered by the Supplier, this shall not constitute an extension of the contractually agreed delivery/service date. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of Clarios' claims for compensation due to the delayed delivery. Claims for damages or other legal or contractual claims due to delayed delivery remain unaffected.
- 4.3. In the event of delays in delivery or performance, Clarios is entitled, after prior written warning to the Supplier, to demand a contractual penalty for each commenced week of delay in delivery in the amount of 1.0% of the respective

order value for each commenced week of delay in delivery, but in total not more than 5% of the order value. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the Supplier. The Supplier shall be entitled to prove that Clarios has incurred lower damages or no damages at all; the lump sum shall then be reduced. The Supplier reserves the right to assert further claims arising from these Terms and Conditions or statutory claims. The contractual penalty is to be credited against any damage caused by delay to be compensated by the Supplier.

- 4.4. To the extent Supplier fails to deliver the goods or services in full within the agreed period, Clarios may need to place replacement orders with third parties to meet its production requirements ("**Replacement Orders**"). Clarios will notify the Supplier of any Replacement Orders and may, at its sole discretion, charge Supplier for any additional costs and expenses directly attributable to Supplier's failure to deliver the goods or services on time.
- 4.5. The Supplier is entitled to make partial deliveries only with the prior consent of Clarios.
- 4.6. For deliveries with installation or assembly and for services, the risk passes to Clarios upon acceptance or completion of the service, for deliveries without installation or assembly upon receipt at the agreed place of receipt.
- 4.7. The Supplier is obliged to collect all delivered packaging promptly at Clarios request and to dispose of it at his own expense in accordance with the law.

5. **Protection of Ownership and Retention of Title**

- 5.1. Clarios reserves all property rights and copyrights to orders placed by Clarios as well as to drawings, illustrations, calculations, specifications, and other documents made available to the Supplier. The Supplier may not make them available to third parties, nor disclose them, use them himself or through third parties or reproduce them without the express consent of Clarios. He shall return these documents and any copies thereof in full to Clarios without being requested to do so if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.
- 5.2. Tools, devices, and models which Clarios makes available to the Supplier, or which are manufactured for contractual purposes and Clarios is charged separately by the Supplier, shall remain, or become the property of Clarios. They shall be identified by the Supplier as property of Clarios, shall be carefully stored, shall be secured against damage of any kind, and shall only be used for purposes of the Contract. The costs of maintenance and repair of these items shall be borne by the contracting parties - in the absence of any other agreement - in equal shares. However, to the extent that such costs are due to defects in such items manufactured by the Supplier or to improper use on the part of the Supplier, its employees, or other agents, they shall be borne solely by the Supplier. The Supplier shall immediately notify Clarios of any damage to such items which is not merely insignificant. Upon request, he is obliged to return these items in proper condition to Clarios if they are no longer required by him for the performance of the contracts concluded with Clarios.

- 5.3. Any processing, mixing or combination (further processing) of provided items by the Supplier shall be carried out for Clarios. The same applies in case of further processing of the delivered goods by Clarios. Clarios is considered as manufacturer and acquires ownership of the product at the latest with the further processing according to the legal regulations.

- 5.4. The transfer of ownership of the goods to Clarios shall be unconditional and without regard to the payment of the price. If Clarios accepts in an individual case an offer of the Supplier for transfer of ownership conditional on the payment of the purchase price, the Supplier's retention of title expires at the latest with the payment of the purchase price for the delivered goods. Clarios remains authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, application of the simple reservation of title extended to the resale). In any case, all other forms of retention of title are excluded, the extended retention, the passed retention and the retention of title extended to further processing.

6. **Defects**

- 6.1. The rights of Clarios in case of material defects and defects of title of the goods (including wrong and short delivery as well as improper assembly, defective assembly, operating or instruction manual) and in case of other breaches of duty by the Supplier are subject to the statutory provisions, unless otherwise provided below.

- 6.2. In accordance with the statutory provisions, the Supplier is liable for ensuring that the goods have the agreed quality at the time of the risk of the transfer to Clarios. In any case, those product descriptions which - by designation or reference in the order - are subject matter of the respective contract or have been included in the contract in the same way as these Terms and Conditions shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from Clarios, from the Supplier or from the manufacturer.

- 6.3. The statutory provisions apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: Clarios' obligation to inspect is limited to defects which are identifiable during Clarios' incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable at Clarios' quality control by sampling.

- 6.4. Insofar as acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. The obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding Clarios' duty to inspect, the complaint (notice of defect) shall be deemed to have been made without undue delay and in due time if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

- 6.5. Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their typically and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The

Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was no defect. Clarios' liability for damages in the event of an unjustified request to remedy a defect remains unaffected; Clarios shall only be liable if Clarios recognized or was grossly negligent in not recognizing that there was no defect.

- 6.6.** Without prejudice to statutory rights and the provisions in para 6.5 the following shall apply:

If the Supplier fails to meet its obligation to remedy the defect - at Clarios' option, by remedying the defect (repair) or by delivering a defect-free item (replacement) - within a reasonable period of time set by Clarios. Then Clarios may remedy the defect itself and demand reimbursement from the Supplier of the expenses required for this purpose or an appropriate advance payment. If the supplementary performance by the Supplier fails or is unreasonable for Clarios (e.g. due to special urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; Clarios will inform the Supplier of such circumstances immediately, if possible in advance.

- 6.7.** Apart from that, Clarios is entitled to reduce the purchase price or to withdraw from the contract in case of a material defect or defect of title according to the legal regulations. Furthermore Clarios is entitled to compensation for damages and expenses according to the legal regulations.
- 6.8.** Upon receipt of our written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall start over.
- 6.9.** The general limitation period for claims for defects is 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply to claims arising from defects in title, whereby the statutory limitation period for third party claims in rem for surrender of possession shall remain unaffected; claims arising from defects of title shall furthermore not become time-barred if the third party can still assert the right - in particular in the absence of a limitation period - against Clarios.

7. Supplier Recourse

- 7.1.** Clarios shall be entitled without limitation to Clarios' statutory rights of recourse within a supply chain (supplier recourse pursuant to §§ 445a, 445b, 445c, 478 BGB) in addition to the claims for defects. In particular, Clarios shall be entitled to demand from the Seller exactly the type of subsequent performance (repair or replacement) which Clarios owes to its customer in the individual case. Clarios' statutory right of choice as purchaser (§ 439 I BGB) shall not be restricted thereby.
- 7.2.** Before Clarios acknowledges or fulfills a claim for defects asserted by its customers (including reimbursement of expenses according to §§ 445a I, 439 II and III BGB), Clarios shall notify the Supplier and request a written statement of the facts. If a substantiated statement is not made within 10 working days and no amicable solution is reached, the claim for defects actually granted by Clarios shall be deemed owed to Clarios' customer. In this case

the Supplier shall have the burden of proof to the contrary.

- 7.3.** Clarios' claims under supplier recourse also apply if the defective goods have been further processed by Clarios or another contractor, e.g. by incorporation into another product.

8. Product Liability, Quality Controls

- 8.1.** If third parties suffer personal injury and/or property damage due to a product defect of the goods delivered by the Supplier, the Supplier shall indemnify Clarios upon first request against any liability, insofar as the cause of the damage lies within the Supplier's sphere of control and organization and the Supplier itself is liable in the external relationship with the third party. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, he must prove that he is not at fault.
- 8.2.** Within the scope of its liability for damages as defined in section 8.1 the Supplier shall also reimburse Clarios for all expenses arising out of or in connection with any third-party claim, including any recall action carried out by Clarios. Clarios shall inform the Supplier - to the extent possible and reasonable - about the content and scope of the recall measures to be carried out and give the Supplier the opportunity to comment. Other legal claims shall remain unaffected.
- 8.3.** The Supplier is obliged to take out and maintain at its own expense a product liability insurance with a lump sum coverage of at least EUR 5,000,000.00 per personal injury / property damage. The Supplier shall send Clarios a copy of the liability policy at any time upon request.
- 8.4.** The Supplier shall implement a quality assurance system that is suitable in terms of type and scope and complies with the latest state of the art and shall provide evidence thereof to Clarios upon request. The Supplier shall maintain a quality system in accordance with the applicable standards (ISO, BRC/IOP, IFS, GMP) or the standards set forth in the respective contract or, at the request of Clarios, shall conclude a corresponding quality assurance agreement. The Supplier shall d as Supplier's Quality Requirements Manual at <https://www.clarios.com/doing-business-with-us> to be observed.
- 8.5.** Clarios is entitled to carry out checks on compliance with the contractual obligations during regular operating hours at the production sites of the deliveries or services intended for Clarios itself or to have such checks carried out by agents. Excluded from this are production areas in which work is carried out or production processes are applied which are subject to secrecy.
- 9. Liability for Defects in Title, Third Party Industrial Property Rights**
- 9.1.** The Supplier warrants that in connection with its delivery no industrial property rights of third parties are infringed in countries of the European Union, North America, or other countries in which it manufactures the products or has them manufactured.
- 9.2.** The Supplier is obligated to indemnify Clarios upon first written request against all claims asserted by third parties

against Clarios due to the infringement of the industrial or intellectual property rights referred to in clause 9.1 of industrial or intellectual property rights referred to in clause 9.1. This indemnification obligation also includes the assumption of all expenses incurred by Clarios in connection with the third-party claim. This claim exists independently of any fault on the part of the Supplier.

10. Rights and Duties upon Termination of the Contract

Upon termination of the Contract, any rights of use granted to the Supplier by Clarios shall terminate and the relevant documents, reproductions, and any records/documents/storage and/or other data carriers made on the basis thereof shall be returned to Clarios or, if they are not originals, destroyed, at Clarios' option.

11. Spare Parts

11.1. The Supplier is obliged to keep spare parts for the products delivered to Clarios for a period of at least 15 years after delivery.

11.2. If the Supplier intends to discontinue the production of spare parts for the Products delivered to Clarios, it shall notify Clarios thereof without undue delay after the decision to discontinue has been made. This decision must - subject to sec. 11.1 - be at least 6 months prior to the discontinuation of production.

12. Confidentiality

12.1. Unless otherwise stipulated in the respective contract, the Supplier undertakes to maintain strict confidentiality regarding trade and business secrets and other technical and business information of Clarios and his customers. Which it receives during the performance of this contract, to impose a corresponding obligation of confidentiality on its employees and subcontractors, and to use information requiring confidentiality exclusively in connection with the performance of the contract.

12.2. The obligation to maintain confidentiality shall not apply to information (a) which at the time of transmission is already demonstrably public knowledge, (b) to the use or transmission of which the other Party has expressly consented in writing, (c) the transmission of which is necessary for the performance of obligations under the contract or (d) the transmission of which is required by legal provisions or official orders.

12.3. The obligation to maintain secrecy pursuant to this clause 12 shall survive termination or rescission of this Agreement as long as and to the extent that any of the conditions set forth in Section 12.2 has not occurred with regard to the respective information.

12.4. Without the prior written consent of Clarios, the Supplier may not refer to the business relationship in advertising material, brochures, etc. and/or present delivery items manufactured for Clarios.

13. Assignment, Rights of Retention, Set-Off

13.1. The Supplier is not entitled to assign its claims arising from the contractual relationship to third-parties. If the transaction is a commercial transaction for both parties, the assignment shall nevertheless be effective. Clarios

may still make payment to the Supplier as the previous creditor with discharging effect.

13.2. The Supplier shall not be entitled to any rights of retention insofar as they are based on counterclaims arising from other legal transactions with Clarios.

13.3. The Supplier may only offset such claims that are undisputed or have been legally established.

14. Export Control and Customs

14.1. The Supplier is obliged to inform Clarios of any applicable (re-) export licensing requirements or restrictions of its goods (or incorporated goods) in accordance with German, European, US export control laws and customs regulations as well as the export laws and customs regulations of the country of origin of its goods in its business documents and, for goods subject to licensing requirements, to send the following information to "EMEA-CentralCustoms@clarios.com" in good time before the first delivery and without delay in the event of changes (technical, legal changes or official findings):

- (a) Clarios material number,
- (b) Goods Description,
- (c) All applicable export list numbers including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECN and/or ECCN), in accordance with AWV, EU Dual-Use Regulation, EAR and ITAR,
- (d) Country of Origin of the goods under commercial policy,
- (e) HS Code of the goods,
- (f) Complete documentation of the De Minimis calculation if the U.S. share is 10% or more,
- (g) a contact person in its organization for clarification of any queries.

14.2. The Supplier is obliged to inform Clarios of the customs tariff number, the preferential and the non-preferential origin of the delivered goods at the latest at the time of the first delivery.

14.3. The Supplier confirms that he has obtained, applied for, or will apply for the status of an Authorized Economic Operator (AEO). If the Supplier does not have or does not apply for AEO status, he is nevertheless obliged to fulfill the requirements of the AEO.

14.4. The Supplier declares that the contents of each dangerous goods consignment are described by the correct shipping name, classified, packed, marked, labeled, and documented and are in full and proper compliance with international and national dangerous goods regulations. The Supplier shall provide all relevant documents, such as safety data sheets, certificates, or expert opinions, if applicable.

14.5. The Supplier undertakes to comply with our further conditions in "Customs and Foreign Trade Conditions Clarios - EMEA" at <https://www.clarios.com/doing-business-with-us>.

15. Force majeure

15.1. "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its obligations under the Contract if and to the extent that the party affected by the impediment

demonstrates that: (a) such impediment is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time of entering into the contract; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

15.2. Until proven otherwise, the following events affecting a party shall be presumed to meet the requirements under Section 15.1 lit. (a) and lit. (b): (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) monetary and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power.

15.3. A party successfully invoking this clause shall be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment makes it impossible for it to perform if this is notified without delay. If the notice is not given without delay, the release shall take effect from the time the notice reaches the other party. If the effect of the asserted impediment or event is temporary, the consequences just set forth shall apply only for so long as the asserted impediment prevents performance of the contract by the affected party. If the duration of the asserted impediment has the effect of substantially depriving the parties of that which they had a right to expect by virtue of the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the hindrance exceeds 90 days.

15.4. Clarios shall be entitled to purchase the goods or services under the contract from an alternative source during the period of the Force Majeure event ("**Alternative Purchases**"). Any Force Majeure event(s) of the Supplier cumulatively lasting less than 60 days in a given calendar year or any Alternative Purchases shall not reduce any agreed annual quantity commitment of the Supplier, if any. If the Force Majeure event(s) cumulatively lasts 60 days or more in a given calendar year, any Supplier quantity commitment will be reduced on a pro rata basis.

15.5. The Supplier shall distribute any reduction in deliveries because of a Force Majeure event proportionately among all of its Customers.

16. Compliance

16.1. The Supplier undertakes to comply with legal requirements and official requirements for its product or service provision. The Supplier shall ensure that all externally provided processes, products and services comply with the respective applicable legal and regulatory requirements of the exporting country, the importing country and the country of destination specified by the customer, if notified to the Supplier. If special monitoring measures have been specified, the Supplier must ensure that this monitoring is carried out as required and is

continuously maintained - if necessary, also at sub-suppliers.

16.2. The Supplier, its employees and its subcontractors shall comply with the Clarios Ethics Rules at <https://codeofethics.clarios.com>, the Code of Conduct for Suppliers at <https://www.clarios.com/doing-business-with-us/clarios-supplier-code-of-conduct> and the Sustainability Principles at <https://www.clarios.com/doing-business-with-us>.

16.3. Within the business relationship with Clarios, the Supplier undertakes not to offer or grant, or to demand or accept, advantages in business dealings or in dealings with public officials that violate applicable anti-corruption regulations.

16.4. The Supplier undertakes not to enter into any agreements or concerted practices with other companies within the business relationship with Clarios that have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust legislation.

16.5. The Supplier assures to comply with the respective applicable laws regulating the general minimum wage and to oblige subcontractors commissioned by him to the same extent. Upon request, the Supplier shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance, the Supplier shall indemnify Clarios against claims of third parties and shall be obliged to reimburse any fines imposed on Clarios in this connection.

16.6. The Supplier shall comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and shall work to reduce adverse effects on people and the environment in its activities. For this purpose, the Supplier shall set up and further develop a management system according to ISO 14001 within the scope of its possibilities. The Supplier shall also observe and sign the Clarios Global Supplier Corporate Social Responsibility Code (<https://www.clarios.com/de/doing-business-with-us/global-corporate-social-responsibility-code>). Furthermore, the Supplier shall observe the principles of the UN Global Compact Initiative, which essentially concern the protection of international human rights, the abolition of forced and child labor, the elimination of discrimination in hiring and employment, as well as responsibility for the environment (<https://www.unglobalcompact.org>).

16.7. In the event of a suspected breach of the obligations under clauses 15.3 to 15.6 the Supplier shall immediately clarify possible violations and inform Clarios about the clarification measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the Supplier shall inform Clarios within a reasonable period of time about the internal measures it has taken to prevent future infringements. If the Supplier does not comply with these obligations within a reasonable period of time, we reserve the right to withdraw from contracts with him or to terminate them with immediate effect.

16.8. In case of serious violations of the law by the Supplier and in case of violations of the regulations in clauses 15.3 to 15.6 Clarios reserves the right to withdraw from existing contracts or to terminate them without notice.

17. Final Provisions

- 17.1.** The place of performance is the place of destination for the service or delivery designated by Clarios.
- 17.2.** The conclusion of the contract as well as subsequent amendments and supplements to the contract, including deviations from these Terms and Conditions, must be made in writing. This also applies to the amendment of this written form clause.
- 17.3.** The use of electronic signatures and electronic documents (with DocuSign or AdobeSign) in connection with these Terms and Conditions shall have the same legal effect, validity, and enforceability as a handwritten signature.
- 17.4.** Except for the provision in Section 17.2 the reference to written form in these Terms and Conditions includes notice by email.
- 17.5.** If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with contracts between the Supplier and Clarios shall be Hanover. However, Clarios shall be entitled to bring an action against the Supplier at its general place of jurisdiction.
- 17.6.** These Terms and Conditions and the contracts concluded between Clarios and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.7.** Should individual or several provisions of these Terms and Conditions be or become invalid, contain an inadmissible deadline provision or a loophole, this shall not affect the legal validity of the remaining provisions of the Terms and Conditions. Insofar as the ineffectiveness does not result from a violation of the regulations governing the validity of general terms and conditions, an effective provision that comes as close as possible to the economic intent of the parties shall be deemed to have been agreed in place of the ineffective provision. The same shall apply in the event of a loophole. In the event of an invalid term, the legally permissible term shall apply.