DELIVERY NOTES

Please state the **order number, material / commission number and recipient** in order confirmations, delivery bills, freight documents, parcel addresses, pallet bills, invoices and in all correspondence.
Delivery bills: must be visibly attached to the outside of the goods.
Invoices: are to be sent separately from the delivery, by e-mail in PDF format to rechnungseingang@sigel.de.

Deliveries: Monday to Thursday 7.00 - 12.00 and 12.30 - 14.00, Friday 7.00 - 12.00
No delivery on public holidays (basis: federal state of Bavaria, Germany)
Delivery instructions for paper: see appendix (this is an integral part of these GPC)
Any costs arising from non-compliance with our delivery instructions shall be borne by the supplier.

GENERAL PURCHASING CONDITIONS (GPC)

(Management: Dr. Henning Syllwasschy, Daniel Petrasch, AG Augsburg, HRB 18635)

I. Scope of application

1. The following General Purchasing Conditions (GPC) shall only apply to companies (§ 14 BGB – German civil code), i.e. to natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are acting in the exercise of their commercial or independent professional activity, as well as legal persons under public law and special funds under public law. These GPC apply to all business relationships with our business partners and suppliers (hereinafter also referred to as „Supplier"), in particular to contracts for the purchase and/or delivery of movable goods, irrespective of whether the Seller manufactures the goods itself or purchases them from subssuppliers, as well as for the provision of services. Unless otherwise agreed, the GPC shall also apply to similar future contracts in the version valid at the time of the buyer's order or in any case in the version last communicated to the supplier in text form, without us having to refer to them again in each individual case.
2. These GPC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the supplier refers to its GPC in the order confirmation and we do not expressly object to this or we accept the ordered goods without objection. Counter-confirmations by the supplier with reference to its terms and conditions are hereby rejected.
3. Individual agreements (e.g. framework supply agreements) and information in our order shall take precedence over the GPC.
4. If the supplier does not agree with the above handling, he must expressly point this out immediately in a special letter. In this case, we reserve the right to withdraw the order without any claims of any kind being made against us.

II. Conclusion of contract, right of amendment

1. No remuneration or compensation shall be granted for visits or the preparation of offers, projects, etc.
2 Our order shall be binding upon written submission. Verbal agreements shall be valid if they are confirmed by us in writing. The supplier must notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.
2. The supplier is obliged to confirm our order in writing without delay, at the latest within 7 days, stating our order number, the material / commission number and the recipient, or in particular by dispatching the goods and transmitting a dispatch note to us or providing the service without reservation (acceptance).
3. Delayed acceptance shall be deemed a new offer and requires acceptance by us.
4. We may demand changes to the delivery item (e.g. product specifications) or the service even after conclusion of the contract, insofar as this is reasonable for the supplier. In the event of such a contract amendment, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, must be taken into account appropriately. Changes and their effects on prices, delivery times or other conditions must be made in writing, whereby each party reserves the right to provide evidence of a verbal agreement.
5. The transfer of the execution of the order to third parties is not permitted without our written consent and entitles us to withdraw from the contract in whole or in part or to claim damages. If we give our consent, the supplier shall remain responsible for the fulfillment of the contract.
6. The supplier's counterclaim arising from this order may not be transferred to a third party, either in whole or in part, without our written consent. This shall not apply insofar as monetary claims are concerned.

III. Prices, order confirmation, shipping, packaging, proof of origin

1. The agreed prices are fixed prices excluding VAT, unless expressly agreed otherwise. They include all expenses in connection with the deliveries and services to be provided by the supplier and are understood to be free place of use including packaging. In particular, other expenses such as materials, final artwork, translations, audio and audiovisual advertising media, courier costs, proper packaging, author's corrections, legal fees, travel costs, expenses, organizational and procurement costs, copyright transfers and technical costs such as typesetting, printing plates, intermediate recording, photos, photo prints, proofs and the production of advertising media and services of specialist companies (e.g. market research) can only be charged separately if this has been expressly agreed, stating the respective prices.
2. If an obligation to bear costs is agreed with us, these costs shall be disbursed by the supplier and shown separately in the invoices. If the price is not fixed when the order is placed, it must be stated to us at the latest with the order confirmation. If we do not object within 8 working days (Mon. - Fri. with the exception of public holidays in Bavaria, Germany), the price shall be deemed to have been approved.
3. We do not recognize the charging of deposits for packaging. If, by way of exception, we are invoiced separately for packaging, we shall be entitled to return packaging that is in good condition to the supplier carriage paid against payment of at least 2/3 of the value resulting from the invoice.
4. The agreement on the place of performance shall not be affected by the type of pricing.
5. Unless otherwise agreed, the goods to be delivered shall be packed in a customary and appropriate manner or, at our request, provided with special packaging in accordance with our instructions. The supplier shall be liable for damage resulting from defective packaging, unless the damage is attributable to the packaging used in accordance with our instructions.
6. In the case of pricing ex works of the supplier approved by us in exceptional cases, the consignments shall be transported at the lowest cost in each case, unless a specific mode of transportation or a specific carrier is prescribed by us. If we undertake the collection of the goods or the logistics process ourselves, we shall bear the costs incurred for this, unless otherwise agreed.
7. Additional costs for accelerated transportation, which we have not expressly requested at our own expense, shall be borne by the supplier.
8. If the goods manufactured by the supplier for us are required for export, the supplier shall be obliged at our request to submit a written declaration on the customs origin of the delivery items. This declaration must be sent to us immediately after our request.
9. The origin of newly included delivery items or a change of origin must be notified to us immediately and without request. The supplier shall be liable for all disadvantages incurred by us as a result of improper or late submission of the supplier's declaration. If necessary, the supplier shall provide evidence of its information on the origin of the goods by means of an information sheet confirmed by its customs office.

IV. Delivery dates, scope of services, changes to services, delay in delivery, force majeure

1. Delivery call-offs/service periods shall become binding at the latest if the supplier does not object within two weeks of receipt. In the case of services, the receipt or acceptance of the contractual service by us or by the recipient specified by us shall be decisive for compliance with the execution date or the execution period.
2. Agreed deadlines for deliveries and services are to be understood as absolute fixed dates and are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods in accordance with the contract at the place of receipt or use specified by us. The delivery must be accompanied by a delivery bill stating the date (issue and dispatch), content of the delivery (article number and quantity) as well as our order number (date and number) and the material / commission number.
3. The delivery period shall commence on the date of receipt of the order letter by the supplier. If delays are to be expected or have occurred, e.g. also in the event of force majeure, labor disputes or other unforeseeable events, the supplier must notify us immediately in writing, stating the reasons and the presumed duration. The supplier is obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt its obligations to the changed circumstances in good faith. We shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to rescind the contract if the delivery/service can no longer be utilized by us due to the delay caused by the force majeure - taking into account economic aspects.
4. In the case of services within our premises, the supplier must comply with our security regulations and information guidelines applicable there, which we will make available to the supplier on request. In the case of access to information and telecommunications technology, the supplier must strictly observe the applicable information security guidelines, which we will also make available to the supplier on request. This shall not apply if this is unreasonable for the supplier and the supplier has objected to the guideline in writing to us immediately after becoming aware of it, stating the relevant reasons. The supplier must notify us of the performance of services at least one day in advance.
5. We are entitled to demand changes to the contractual services at any time. The supplier may object to the change request if the implementation of the change request is unreasonable for him. The supplier shall submit a new written contractual offer to us for these additional and more extensive services. The additional service may only be provided after conclusion of a separate individual contract for these services. Services provided by the supplier that do not meet these requirements will not be remunerated. If no agreement is reached, we may extraordinarily terminate the contract for the specific service to be changed if adherence to the contract without the requested change is unreasonable.
6. If an agreed delivery date is exceeded through the fault of the supplier (delay), we shall be entitled to claim damages without prejudice to our other rights. Compensation for damages shall include all direct and indirect damages caused by delay, insofar as the delay is due to culpable conduct on the part of the supplier. Acceptance of the delayed delivery/service shall not constitute a waiver of claims for compensation. This agreement shall apply to the entire order, even if only individual items cannot be delivered within the fixed date.
7. If the supplier does not deliver or perform within a reasonable period of time specified by us for performance or subsequent performance, we shall be entitled, after expiry of this period, to commission a third party with the performance of the contract and to demand compensation from the supplier for the necessary expenses and additional costs. In addition, we have the right to demand compensation instead of performance. The supplier's right to subsequent performance and our obligation to accept the performance shall be excluded as soon as we procure a replacement by way of self-performance after the expiry of the deadline or demand compensation instead of performance.
8. If a contractual penalty has been agreed for missed deadlines for which the supplier is responsible, we reserve the right to claim further damages against proof. The right to demand payment of an agreed contractual penalty shall not be forfeited by the fact that the contractual penalty was not expressly reserved upon acceptance of the delayed delivery.
9. If delivery is made earlier than agreed, we reserve the right to return the goods at the supplier's expense. If no return shipment is made in the event of early delivery, the goods shall be stored by us at the supplier's expense and risk until the delivery date.

V. Invoicing and payment

1. Invoices shall be sent to us upon dispatch or call-off of the goods, but separately from them. Unless otherwise agreed, invoices shall be sent by e-mail as a PDF attachment to Rechnungseingang@Sigel.de. The order number, material / commission number and recipient must be stated on each invoice. The exact name of the ordering department and the date of the order must be stated. Invoices must also comply with the legal requirements and in particular contain the general tax number issued to the contractor by the tax authorities. Invoices which do not contain all these details may be rejected, must be deemed not to have been received, therefore do not constitute a due date and must be removed from the supplier's reminder record. Further claims for damages remain reserved.
2. The period for payment of the invoice shall begin on the working day following receipt of a proper, verifiable invoice (receipt of the e-mail - not the invoice date!) or acceptance of the goods or service, whichever is the later. In the event of defective delivery/service or incomplete delivery/service, we shall be entitled, without prejudice to our other rights, to withhold payments on all claims arising from the business relationship to a reasonable extent without compensation until proper subsequent performance, without loss of rebates, discounts and similar payment benefits. We are also entitled to offset our own claims if the legal requirements are met.
3. Payment shall be made after 10 days with deduction of the agreed discount on the due date of the 10th, 20th or 30th of the month in question, calculated from receipt of the invoice. Invoices for which no discount has been agreed shall be paid 60 days after receipt of the invoice. Payment shall always be made by bank transfer. In case of doubt, we are entitled to pay in euros.
4. All payments shall be made subject to reservation. They shall not be deemed to be an acknowledgement of delivery in accordance with the contract.
5. Claims against us may only be assigned with legal effect with our prior consent, which may not be unreasonably withheld.

VI. Transfer of risk, acceptance, ownership rights

1. Irrespective of the agreed exemption, the risk shall pass to us upon receipt at the delivery address specified by us in the case of delivery without installation or assembly, and in the case of delivery with installation or assembly upon successful completion, which must be documented by an acceptance report. The mere commissioning or use by us shall under no circumstances replace formal acceptance.
2. In the case of services that can no longer be checked and inspected later due to further execution, the supplier must request us in writing in good time to carry out an inspection. If he fails to do so, the supplier shall bear the costs for the measures required to enable the inspection upon request. Safety defects shall always entitle us to refuse acceptance. The supplier shall bear the additional costs incurred by the supplier and us for repeated acceptances for which we are not responsible.
3. In the case of services, the supplier shall document tests carried out in the course of the execution of the order and their results, whereby a clear assignment to the respective services must be ensured. The documentation shall be kept for at least five years from acceptance, unless a longer retention period has been agreed, and shall be made available to us on request.
   Delivery instructions for paper: see appendix (this is an integral part of these GPC)
   Any costs arising from non-compliance with our delivery instructions shall be borne by the supplier.
4. The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the supplier for transfer of ownership conditional upon payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

VII. Obligation to inspect and give notice of defects

1. The statutory provisions (§§ 377, 381 HGB – German commercial code) shall apply to the commercial obligation to inspect and give notice of defects with the following conditions: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within 10 working days (see III. 2.) from discovery or, in the case of obvious defects, from delivery.
2. Incoming goods inspections shall be carried out on a random basis. We shall be entitled to reject the delivery in full if the limit quality value specified by us is exceeded or to inspect it completely at the contractor's expense. The values determined by us during the incoming goods inspection shall be decisive for the specified quantities, masses and weights. We are not obliged to accept partial or excess deliveries that have not been agreed. In addition, reference is made to the delivery specifications for paper.

VIII. Warranty for material defects and defects of title, indemnification for material defects and defects of title, product liability, liability insurance cover, liability

1. The statutory provisions and, exclusively in our favor, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions, but also in the event of non-achievement of guaranteed data and the absence of warranted characteristics) and in the event of other breaches of duty by the seller.
2. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the supplier or the manufacturer.

   In addition, the Supplier warrants that all items delivered by him and all services provided by him comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations, the prescribed functions and specifications and that necessary registrations and approvals (e.g. in accordance with the REACH Regulation) exist. In particular, the supplier guarantees that the services comply with the accident prevention regulations and the occupational health and safety regulations as well as the generally recognized safety, occupational health and environmental protection regulations.

   In the case of goods with digital elements or other digital content, the supplier shall be responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.

   We are not obliged to inspect the goods or make special inquiries about any defects when the contract is concluded. Partially deviating from § 442 para. 1 sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

   Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.

   Notwithstanding our statutory rights and the provisions in Section VII on the obligation to give notice of defects, the following shall apply: If the supplier does not fulfill its obligation to provide subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand compensation from the seller for the expenses required for this or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible in advance.

   Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.
6. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 para. 1 No. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

   The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
7. The supplier guarantees the subsequent delivery of spare parts and accessories for capital goods (e.g. production machines) for the tax depreciation period of the products.
9. The supplier shall indemnify us against all claims asserted against us by third parties, irrespective of the legal grounds - due to a material defect or defect of title or any other defect - of a product delivered by the supplier, and shall reimburse us for the necessary costs of any legal action caused thereby. In the case of defects of title, this shall only apply if the supplier is at fault or if freedom from defects of title has been specifically warranted (e.g. by a guarantee of quality).

IX. Supplier recourse

1. We shall be entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b and §§ 445c, 327 para. 5, 327u BGB) without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (repairs or replacement) from the supplier that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right to choose (§ 439 para 1 BGB) is not restricted by this.
2. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the supplier, briefly explaining the facts of the case, and request a written statement. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.
3. Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

X. Producer liability

1. Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties upon first request insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
2. Within the scope of his obligation to indemnify, the supplier shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall actions carried out by us. We shall inform the Seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
3. The supplier undertakes to maintain product liability insurance with a lump sum cover of at least 5 million € per personal injury/property damage and to submit the insurance policy to us on request. Our further claims for damages shall remain unaffected by this.
4. The supplier shall be liable without limitation for any form of negligence and intent. The obligation to pay compensation is excluded insofar as we have effectively limited our liability towards our customer.
5. We shall inform and consult the supplier immediately and comprehensively if we wish to make a claim against the supplier in accordance with the above provisions. We shall give the supplier the opportunity to investigate the claim. The contracting parties shall agree on the measures to be taken, in particular in settlement negotiations.

XI. Property rights

1. Insofar as the supplier is at fault or the freedom of the delivery item from third-party property rights has been specially guaranteed (e.g. by a guarantee of quality), the supplier shall be liable for claims arising from the infringement of property rights and property right applications (property rights) when the delivery items are used in accordance with the contract, at least one of which is published either in the supplier's home country, in the area of responsibility of the European Patent Office, in one of the states of the Federal Republic of Germany, Italy, France, Great Britain, Austria, USA or, if the supplier is aware of this, in the country of destination. The contracting parties undertake to inform each other immediately of any risks of infringement and alleged cases of infringement that become known and to give each other the opportunity to counteract such claims by mutual agreement.
2. The supplier shall indemnify us and our customers against all claims arising from the use of such industrial property rights. This shall not apply if the supplier has manufactured the delivery items according to drawings, models or other equivalent descriptions or information provided by us and does not know or, in connection with the products developed by him, does not have to know that industrial property rights are infringed as a result.
3. Insofar as the supplier is not liable in accordance with the above paragraph, we shall indemnify him against all third-party claims.
4. Upon request, the supplier shall inform us of the use of published and unpublished own and licensed industrial property rights and applications for industrial property rights to the delivery item.

XII. Documents, drawings, tools

1. Material supplies of any kind as well as all information such as data, pictures, drawings, sketches, calculations etc. provided to the supplier or produced by the supplier according to our specifications, as well as the copyright and rights of use to corresponding documents shall remain our property and may not be used for other purposes or made accessible to third parties without our prior written consent. They must be marked as such and stored, labeled and managed separately and free of charge with the due care of a prudent businessman. They must be kept strictly confidential. They must be returned to us immediately and free of charge without request after completion of our inquiries or orders or upon request with all copies or duplicates.
2. We reserve title to tools. The supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value at his own expense against theft, fire, water and other damage. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance. We hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and installation work on our tools as well as all servicing and repair work at his own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
3. If the supplier processes or transforms material provided by us, this activity shall be carried out exclusively for us. We shall become the direct owner of the new items created as a result. If the material provided constitutes only a part of the new goods, we shall acquire co-ownership of the new goods in proportion to the value of the material provided by us.

XIII. Termination and cancelation

1. In the case of standing orders, the period of notice for both parties is 3 months to the end of the year.
2. Without prejudice to other rights of termination and cancelation, we are entitled to terminate or rescind the contract if the supplier has promised or granted not entirely insignificant personal benefits to employees or their relatives without our approval. We may also demand compensation from the supplier for all damages.
3. We may also rexcind from the part of the contract that has not yet been fulfilled or, if the partial services cannot be utilized economically, from the contract as a whole or terminate it if insolvency proceedings or judicial composition proceedings have been opened against the contractor's assets or if the supplier suspends its payments not only temporarily.

XIV. Confidentiality, production for third parties

1. We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected. The transfer of confidential information may be made dependent on the conclusion of an NDA.
2. The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the supplier for production. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and insured to an appropriate extent against destruction and loss.
3. The manufacture for third parties and the display of products manufactured especially for us, in particular according to our drawings or production specifications, publications about the object and the end customer of deliveries and services commissioned by us as well as the reference to an order from us or our end customers to third parties require our express prior written consent.
4. Subcontractors shall be obligated accordingly.

XV. Final provisions, place of performance, place of jurisdiction

1. Should individual provisions of these GPC be wholly or partially invalid or lose their legal validity at a later date, this shall not affect the validity of the remaining GPC. The invalid provisions shall be replaced by the statutory provisions. The same applies if the GPC contain an unforeseen loophole.
2. The place of performance shall be the delivery address stated in each case and, in the absence of such an address, Mertingen.
3. In business transactions with merchants and with legal entities under public law or special funds under public law, the place of jurisdiction for all legal disputes concerning these terms and conditions and individual contracts concluded under their validity, including actions on bills of exchange and checks, shall be the registered office of SIGEL. In this case, SIGEL is also entitled to sue at any other legal place of jurisdiction. Any exclusive place of jurisdiction shall remain unaffected by the above provision.
4. The law of the Federal Republic of Germany shall apply to all legal transactions or other legal relationships with SIGEL. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements, even after their adoption into German law, shall not apply.

XVI. Contract amendments, contract language

1. Any amendment or addition to an order once placed must be made in writing. This can only be waived in writing, unless the party invoking it can provide evidence of another agreement.
2. The contractual language is German. If the contractors also use another language, the German wording shall take precedence.

XVII. Code of Conduct

The provisions of the Code of Conduct attached hereto shall apply in addition to the provisions of these GPC and shall become an integral part of all contracts concluded with us subject to these GPC.