

# General Terms and Conditions of Purchase of SPORLASTIC

## 1. Scope of Application, Form

1.1 These General Terms and Conditions of Purchase (hereinafter "GTCP") apply to all business relationships between SPORLASTIC GmbH & Co. KG, Weberstraße 1, 72622 Nürtingen (hereinafter "**SPORLASTIC**") and its suppliers and business partners (hereinafter "**Supplier**"; SPORLASTIC and the Supplier hereinafter also referred to individually as a "**Party**" and jointly as "**Parties**"). The GTCP shall apply only if the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB)) or a legal entity under public law.

1.2 These GTCP apply in particular to contracts for the purchase of movable goods ("**Goods**") and services (hereinafter "**Services**"; both hereinafter collectively also the "**Contractual Services**"), regardless of whether the Supplier manufactures/provides the Contractual Service itself or procures it from third Parties (Sections 433, 650 of the German Civil Code (BGB)).

1.3 Unless otherwise agreed, these GTCP shall apply in the version valid at the time of the order by SPORLASTIC, and in any event in the version last communicated to the Supplier in writing, and shall also serve as a framework agreement for similar future contracts, without SPORLASTIC being required to refer to the validity of these GTCP in each individual case.

1.4 Any deviating, conflicting or supplementary general terms and conditions of the Supplier shall only form part of the contract to the extent that SPORLASTIC has expressly agreed to their validity in writing or in text form (e.g. by email). Similarly, any previously agreed contractual terms of the Supplier that conflict with or supplement these GTCP shall no longer be recognised and shall be mutually deemed to have been waived upon acceptance of these GTCP.

1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GTCP.

## 2. Conclusion of Contract

2.1 Offers from the Supplier are binding upon receipt by SPORLASTIC and may be accepted by SPORLASTIC within a period of two (2) weeks.

2.2 The Supplier may accept orders from SPORLASTIC within one (1) week as of receipt by the Supplier. Acceptance of the order by the Supplier may take place by signing the order or by issuing an order confirmation. The Supplier must send a signed copy of the order or the order confirmation to SPORLASTIC. Should the Supplier fail to confirm an order from SPORLASTIC in writing, the unconditional delivery or performance of the contractual service by the Supplier shall be deemed acceptance of the order.

2.3 Any amendments to an order must be made in writing or in text form. They constitute a counteroffer by the Supplier, which always requires express acceptance by SPORLASTIC in writing or in text form.

2.4 The Supplier must notify SPORLASTIC of any obvious errors (e.g. clerical or calculation errors) and omissions in an order, including the order documents, prior to acceptance for the purpose of correction or completion; otherwise, the contract shall be deemed not to have been concluded.

## 3. Reference samples

3.1 SPORLASTIC may require a sampling process (Bemusterungsprozess) to take place prior to the first batch delivery of the products. As part of this, the Supplier is obliged, prior to a series delivery, to supply an agreed number of samples (hereinafter "**initial sample**") upon request by SPORLASTIC (free of charge, depending on the individual agreement). Initial samples are understood to be products manufactured entirely under series production conditions (equipment, processes, tests, materials). In addition, reference samples shall be taken as a random sample from a representative production batch, designated as "reference samples", packed separately and delivered with the respective consignment to the delivery address specified in the order. SPORLASTIC shall approve the initial sample if it

complies with the agreed specifications.

#### **4. Prices, exchange rates, terms of payment**

4.1 The prices stated in an order from SPORLASTIC are binding and apply to the contractual services to be provided by the Supplier under this order. Unless otherwise agreed, all prices are fixed prices plus statutory VAT.

4.2 If an order is placed with a foreign Supplier in EUR, the EUR price must be reduced in the same proportion in the event of any appreciation of the EUR or depreciation of the currency of the Supplier's country.

4.3 The prices include the Contractual Services as well as all ancillary services and ancillary costs of the Supplier (in particular, proper packaging and labelling, customs duties, transport costs including any transport and liability insurance, any costs of travel to and from the site including accommodation costs and expenses, allowances for overtime, late-night, night, Sunday and public holiday work, and hardship allowances), unless otherwise agreed in writing or in text form in individual cases.

4.4 Unless otherwise agreed between the Parties, payment by SPORLASTIC shall be made as follows upon receipt of the Contractual Services in accordance with the contract and upon receipt of a proper and verifiable invoice:

4.4.1 within 10 calendar days: 4% discount;

4.4.2 within 30 calendar days: 2.25% discount;

4.4.3 within 60 calendar days: net.

Payment is subject to the verification of the invoice. In the event of a defective delivery, SPORLASTIC is entitled to withhold payment on a pro rata basis (exclusively in respect of the quantities concerned) until proper performance has been achieved, without loss of discounts, cash discounts or similar price reductions. The payment period shall commence upon the complete rectification of the defects.

4.5 In the case of bank transfers, payments by SPOR-

LASTIC shall be deemed to have been made in good time if the transfer order is received by the bank before the expiry of the payment period. SPORLASTIC shall not be liable for delays caused by the banks involved in the payment process.

4.6 Invoices must comply with the relevant statutory provisions and, in particular, must contain the order details (order number, item, quantity and price), information on the quality and origin of the contractual services, the number of each individual item (batch), the delivery note number and the dispatch date. In the case of Goods deliveries from an EU Member State to Germany, the Supplier is also obliged to state SPORLASTIC's VAT identification number (VAT No. DE 203 905 503) on the invoice and to comply with all invoicing requirements within the EU.

4.7 SPORLASTIC is entitled to rights of set-off and retention, as well as the defence of non-performance of the contract, to the extent permitted by law. In particular, SPORLASTIC is entitled to withhold payments for as long as SPORLASTIC still has claims against the Supplier arising from incomplete or defective performance.

#### **5. General performance obligations of the Supplier, applicable regulations, subcontractors**

5.1 The Supplier must always perform the contractual services in a professional manner, in compliance with the generally accepted rules at the time of performance and the current state of science and technology, as well as in compliance with all applicable regulations, guidelines and technical standards.

5.2 The Supplier's Contractual Services must comply with the laws and regulations applicable at the time of manufacture or provision of the Contractual Service at the intended place of use of the Contractual Service and at the place of manufacture, but at the very least with the applicable laws and regulations of the Federal Republic of Germany and the European Union. This applies not exclusively, but in particular, to the regulations set out in clause 14.1.

5.3 Unless otherwise agreed, the Supplier shall ensure that the Contractual Services comply with all relevant requirements for placing the Goods on the market in the European Union, the Euro-

pean Economic Area (hereinafter: EEA), the USA, Switzerland, the United Kingdom and China. The Supplier shall, at its own expense, demonstrate the conformity of the Goods with the relevant legal provisions by means of suitable evidence, in particular certificates or – in the event of relevant enquiries and disputes – expert opinions from qualified experts.

- 5.4 The Supplier declarations sent by SPORLASTIC to Suppliers from the EU must be signed immediately and returned to SPORLASTIC by the quickest means possible. Suppliers from countries where a certificate of origin and an export licence are required must apply for these immediately and deliver these documents to SPORLASTIC at least three weeks prior to receipt of the Goods.
- 5.5 When performing the Contractual Services, the Supplier must employ sufficiently qualified personnel. The Supplier must engage qualified and reliable freight forwarders.
- 5.6 The Supplier may only engage third parties (subcontractors) in the performance of the Services with the prior written consent of SPORLASTIC. The Supplier shall be liable for any fault on the part of subcontractors. The Supplier shall ensure compliance with all regulatory obligations to which SPORLASTIC is subject by providing appropriate information and imposing contractual obligations on its subcontractors. The Supplier shall also oblige the subcontractor to comply with the quality assurance agreement, all provisions of the Minimum Wage Act (MiLoG), in particular regarding the amount and due date of the minimum wage (Sections 1, 2 MiLoG), as well as the requirements regarding quality and product liability.
- 5.7 The Supplier must manufacture at the production sites agreed with SPORLASTIC. If the Supplier is required to manufacture at other production sites for important reasons, they must notify SPORLASTIC of this, stating the reasons, and SPORLASTIC must consent to the change of production site in writing. SPORLASTIC shall not withhold consent for unreasonable reasons.
- 5.8 The Supplier is obliged to inform SPORLASTIC of any licensing requirements for the (re-)export of its Goods in accordance with German and European export and customs regulations, the export

and customs regulations of the EEA, and those of the country of origin of its Goods. It shall provide SPORLASTIC with all foreign trade data relating to the Goods and their components in writing in good time prior to delivery of the Goods.

## 6. Delivery, transfer of risk, default of acceptance

- 6.1 Unless otherwise agreed in writing between the Parties in individual cases, delivery of the Contractual Services shall be made DDP (Delivery Duty Paid) Incoterms® 2020 to the address Weberstraße 1, D-72622 Nürtingen. The respective destination of the Contractual Services shall also be the place of performance for delivery and any subsequent performance.
- 6.2 Where acceptance has been agreed or the Contractual Service constitutes a work performance, acceptance shall be decisive for the transfer of risk. Clause 7 shall apply to acceptance.
- 6.3 Each delivery must be accompanied by a delivery note stating the date (of issue and dispatch), the contents of the delivery (item number and quantity) and the SPORLASTIC order number. If the delivery note is missing or does not contain the aforementioned details, SPORLASTIC shall not be held responsible for any resulting delays in processing and payment. Separate from the delivery note, the Supplier must send SPORLASTIC a corresponding dispatch note with the same content upon dispatch of the Goods.
- 6.4 In the case of software products, the Supplier must also provide SPORLASTIC with the complete documentation (including technical and user documentation) upon request. In the case of software developed specifically for SPORLASTIC, the source code must also be provided.
- 6.5 The statutory provisions shall apply to the occurrence of default of acceptance on the part of SPORLASTIC. The Supplier must expressly offer its performance to SPORLASTIC even if a specific or determinable calendar period has been agreed for an action or cooperation on the part of SPORLASTIC (e.g. provision of information). If SPORLASTIC is in default of acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)).

6.6 The Supplier is not entitled to make partial deliveries and/or advance deliveries without the prior written consent of SPORLASTIC. The Supplier shall bear any higher costs caused by partial deliveries and/or advance deliveries, provided that such partial deliveries and/or advance deliveries have not been initiated by SPORLASTIC.

## 7. Acceptance

7.1 If the Contractual Services constitute work services or if acceptance has been agreed, the Supplier must notify SPORLASTIC in writing of the completion of the Contractual Services, hand them over or make them available for acceptance, and agree on an acceptance date with SPORLASTIC.

7.2 Acceptance must be made in writing, usually in the form of a report. The unconditional payment of contractual services by SPORLASTIC does not constitute acceptance or a waiver of acceptance.

7.3 The provisions under this clause 7 shall apply mutatis mutandis to partial acceptance. Where partial acceptance has been agreed, this shall take place exclusively subject to final acceptance. Once partial acceptance has taken place, the Supplier must notify SPORLASTIC in writing of the final completion of the Contractual Services and request SPORLASTIC to carry out final acceptance.

## 8. Dates and deadlines, default

8.1 Agreed dates, locations and deadlines for the provision of Services or the delivery of Goods are binding. The timeliness of Goods deliveries or Services depends on the receipt of the Goods or Service at the respective destination.

8.2 If it becomes apparent to the Supplier that the delivery time or deadlines cannot be met, the Supplier shall notify SPORLASTIC immediately in writing, stating the reasons and the expected duration of the delay (hereinafter “**notice of delay**”). The notice of delay shall not affect the agreed delivery deadlines.

8.3 If the Supplier falls into default with regard to deliveries or Services, they shall owe SPORLASTIC

- without prejudice to any other rights – a contractual penalty of 0.2 per cent of the net price of the Contractual Service in default for each working day of the delay. “**Working days**” within the meaning of these GTCP are all days from Monday to Friday, with the exception of public holidays at SPORLASTIC’s registered office. The claim for contractual penalties is limited in total to 5 per cent of the net price of the Contractual Service in default. The contractual penalty shall be set off against any further damages arising from the delay; the right to assert further claims for damages remains unaffected by the contractual penalty. Furthermore, SPORLASTIC reserves the right to claim the contractual penalty even if a delayed performance is accepted.

## 9. Labelling, Packaging

9.1 Unless otherwise agreed, the Supplier must ensure adequate labelling, packaging and that packaging units contain only one type of product. The packaging must provide sufficient protection for the Goods during dispatch and storage.

9.2 The Supplier must affix all markings and labels in the same position as on the reference sample.

9.3 For each type of packaging (e.g. box, roll, bag), the Supplier may only pack the same contracted product in the same colour and size. Each type of packaging must also clearly indicate its specific contents, in particular by stating the item number and SPORLASTIC colour code, as well as the size.

9.4 The Supplier must mark the packaging, including pallets, reels and the like, in accordance with the requirements of EU Commission Decision 97/129/EC. Upon request, the Supplier must take back the packaging used by them at their own expense and risk. SPORLASTIC is entitled to return the packaging used by the Supplier to the Supplier at the Supplier’s expense.

## 10. Retention of title

10.1 The Supplier transfers ownership of the goods to SPORLASTIC unconditionally and irrespective of payment of the price.

10.2 Should SPORLASTIC nevertheless, in individu-

al cases, accept an offer from the Supplier for transfer of ownership (delivery subject to retention of title) conditional upon payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods. Even where a retention of title exists, SPORLASTIC remains authorised, in the ordinary course of business and prior to payment of the purchase price, to resell the Goods subject to the advance assignment of the resulting claim. This therefore excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to cover further processing.

11.5 The Supplier warrants that it is entitled and able to transfer the rights to the work results and the Goods in accordance with the preceding paragraphs and that it has acquired all necessary rights from its agents. Should third parties claim that their rights have been infringed by the use of the work results or the Goods, the Supplier shall indemnify SPORLASTIC against such claims and reimburse SPORLASTIC for the costs of a reasonable legal defence.

11.6 SPORLASTIC is permitted to transfer the rights to the work results, in whole or in part, to third parties and to grant sub-licences.

11.7 The grant of rights is settled by payment of the agreed remuneration and shall not be affected by the termination of the underlying agreement or any other cooperation between the Parties.

11.8 Insofar as the work results comprise software, the Supplier shall make the source code available to SPORLASTIC upon completion of development and at any time upon request. In the case of graphic design services, this applies mutatis mutandis to the provision of unencrypted graphic files.

11.9 At SPORLASTIC's request, the Supplier shall sign and hand over all documents necessary to confirm the transfer of the aforementioned rights to SPORLASTIC.

## 12. Use of SPORLASTIC's trademarks, unauthorised marketing of goods

12.1 Unless otherwise agreed in writing between the Parties, the Supplier shall not use SPORLASTIC's trademarks, logos or other distinctive signs in any manner other than that expressly specified by SPORLASTIC, and shall use them exclusively for the contractual services ordered by SPORLASTIC.

12.2 Outside the scope of the contractual provisions, the Supplier is prohibited from placing on the market, or causing to be placed on the market, or supplying to third parties any Contractual Services manufactured in accordance with SPORLASTIC's specifications and design, regardless of whether SPORLASTIC's company and/or trade marks have already been affixed to the Con-

## 11. Rights of use and third party intellectual property rights, indemnifications

11.1 The Parties agree that SPORLASTIC shall be enabled to utilise the results of all Contractual Services provided individually by the Supplier for SPORLASTIC ("**Work Results**") in the most comprehensive manner conceivable. The rights to the Work Results shall pass to SPORLASTIC upon their creation, insofar as they do not already belong to SPORLASTIC.

11.2 Insofar as a transfer of rights pursuant to Clause 11.1 is not possible, in particular in the case of copyright-protected work products, the Supplier grants SPORLASTIC an irrevocable, exclusive, transferable right of use, unlimited in time, place and content, for all known and unknown types of use. The rights of use shall include, inter alia, the right of reproduction, the right of distribution, the right of exhibition, the right of public performance and the right of adaptation.

11.3 Should work results be subject to a registered intellectual property right, SPORLASTIC shall have the exclusive right to file the relevant applications.

11.4 SPORLASTIC shall be entitled to assert claims in its own name, either out of court and/or in court, in the event of infringements of the rights to the work results by third parties. The Supplier shall be obliged to provide SPORLASTIC with all documents and information necessary for the enforcement of the rights and to make the necessary declarations, including, where necessary, affidavits.

tractual Services.

### 13. Warranty, Supplier's Goods inspection, SPORLASTIC's obligations to inspect and give notice of defects

13.1 The statutory provisions shall apply to SPORLASTIC's warranty rights vis-à-vis the Supplier, unless otherwise agreed below.

13.2 The Supplier warrants to SPORLASTIC that the contractual services (a) conform to the contractually agreed quality – insofar as no specific quality criteria have been agreed, they shall at least be of standard commercial quality, (b) are free from defects and are of unrestricted marketability (in particular with regard to materials, design and workmanship), (c) are free from third-party rights, (d) do not infringe any laws, and (e) are suitable and adequate for the purposes specified in the order. In any event, the product and Service descriptions which, by designation or reference in an order, form part of the relevant contract or have been incorporated into the contract in the same manner as these GTCP shall be deemed to constitute an agreement on quality. It is irrelevant whether the product or Service description originates from SPORLASTIC, the Supplier or a third party.

13.3 Excess or short deliveries shall only be accepted with the prior consent of SPORLASTIC and shall be remunerated to the extent accepted.

13.4 The warranty period for SPORLASTIC's warranty claims is 36 months from delivery. Where the statutory warranty period is longer in individual cases, that period shall apply.

13.5 The Supplier's attempt at rectification shall be deemed to have failed after a single unsuccessful attempt.

13.6 If the Supplier fails to fulfil its obligation to remedy the defect within a reasonable period set by SPORLASTIC, without having the right to refuse to remedy the defect, SPORLASTIC may carry out the necessary measures itself at the Supplier's expense and risk, or have them carried out by a third party. If, due to particular urgency and/or the otherwise expected disproportionately high damage in relation to the warranty obligati-

on, it is no longer possible to inform the Supplier of the defect and the impending damage and to set a deadline, however short, for the Supplier to remedy the situation, SPORLASTIC shall be entitled to carry out this measure immediately and without prior consultation.

13.7 SPORLASTIC shall be entitled to rectify minor defects itself without setting a deadline (hereinafter "**rectification**") or, in such cases, to reduce the purchase price appropriately without setting a deadline (the latter hereinafter also "**special release**"). Minor defects within the meaning set out above are deviations from the specification or the quality owed which do not significantly or materially impair the function of the Good. The costs of rectifying defects shall be invoiced to the Supplier and SPORLASTIC may set off these costs against the Supplier's invoice. Rectifications and special releases are always subject to the proviso that no customer complaint is made. If a customer complaint is made, SPORLASTIC shall be entitled, at its own discretion and without setting a further deadline, (i) either to withdraw from the contract in respect of the part of the delivery that is the subject of the complaint, or (ii) to demand subsequent performance.

13.8 Before dispatching the Goods, the Supplier must subject all parts to a thorough inspection with regard to compliance with specifications, workmanship, fit and colour. The Supplier undertakes to deliver only faultless parts. SPORLASTIC expressly points out that it applies very strict standards during Goods inspection, as SPORLASTIC's customers have the highest expectations regarding the quality of the Goods.

13.9 The statutory provisions regarding the duty to inspect and give notice of defects (Sections 377 and 381 of the German Commercial Code (HGB)) apply subject to the following condition: SPORLASTIC's duty to inspect is limited to defects that become apparent during the incoming Goods inspection upon external examination of the Goods and the delivery documents (e.g. transport damage, incorrect or short deliveries) or that are detectable during a quality control check carried out on a random basis. The duty to give notice of defects discovered at a later date remains unaffected. Notwithstanding SPORLASTIC's obligation to inspect, a complaint (notification of defects) shall in any event be deemed to have been made without delay and in good time if it is

dispatched by SPORLASTIC within seven (7) working days of discovery, or in the case of obvious defects, within seven (7) working days of delivery. This clause 13.9 shall not apply, if acceptance has been agreed or the Parties have concluded a contract for work and Services.

13.10 SPORLASTIC carries out quality checks by sampling in accordance with AQL 4.0. If the number of defects in the sample check exceeds the permissible quantity pursuant to AQL 4.0, SPORLASTIC is entitled to return the entire delivery to the Supplier or, at the Supplier's expense, to carry out a full inspection, i.e. a detailed examination of all goods. SPORLASTIC shall invoice the Supplier for the costs of the full inspection.

#### 14. Special quality commitments by the Supplier, ESG

14.1 The Supplier bears sole responsibility for compliance with the provisions and regulations applicable in Germany and the EU, in particular the German Food, Consumer Goods and Animal Feed Code, the Consumer Goods Ordinance and the Chemicals Regulation (REACH). So-called SVHCs (substances of very high concern) must not be present in a concentration exceeding 0.1% per material component. The Supplier is obliged to regularly check the SVHC list published on the website <http://www.echa.eu>. The Supplier is also obliged to comply with the current version of the Hauber RSL (restricted substances list); this will be made available to the Supplier on request. Compliance with the provisions in this clause forms part of the agreed quality of the contractual Services.

14.2 The Supplier expressly declares that, within the framework of the contractual relationship with SPORLASTIC, it shall comply with all provisions of the Minimum Wage Act (MiLoG), in particular regarding the amount and due date of the minimum wage (§§ 1, 2 MiLoG) in relation to its employees.

14.3 The Supplier undertakes to accept and sign the SPORLASTIC Code of Conduct and to ensure and undertake that the obligations set out in the SPORLASTIC Code of Conduct are also passed on to the Supplier's own Suppliers.

14.4 If the Supplier breaches the preceding para-

graphs of this clause 14 and third parties have claims against SPORLASTIC as a result of this breach, or if a fine is imposed on SPORLASTIC as a result of this breach, the Supplier shall indemnify SPORLASTIC against such third-party claims and the fine.

#### 15. Liability, Indemnification

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

15.2 The Supplier shall indemnify SPORLASTIC against all claims brought by third parties on the basis of a culpable breach of duty by the Supplier towards SPORLASTIC. In particular, the Supplier shall indemnify SPORLASTIC against all claims arising from a breach by the Supplier or a subcontractor of the Supplier of obligations relating to the payment of the minimum wage, collectively agreed wages, taxes or social security contributions.

15.3 The indemnification pursuant to clause 15.2 shall be provided upon first request. The Supplier shall reimburse SPORLASTIC for all necessary expenses incurred in connection with a claim under clause 15.2 (in particular court costs, legal fees, and other consultancy or expert fees). This shall not apply if the Supplier proves that it is not responsible for the breach of duty and that, had it exercised due commercial care, it would not have been aware of the breach at the time of delivery of the Goods or at the time of performance of the Service.

#### 16. Product safety and product liability

16.1 The Supplier's Contractual Services must not, when used for their intended purpose, endanger the safety and health of persons or the environment. The Supplier must ensure that the information required for the safe handling and use of its Contractual Services is available.

16.2 In the case of hazardous substances or where required by law, the Supplier must assess product safety as part of a risk analysis. The results of the risk analysis must be documented by the Supplier. The risk analysis must be provided to SPORLASTIC.

- 16.3 The Supplier is obliged to indemnify SPORLASTIC against claims by third parties arising from domestic and foreign product liability, insofar as the Supplier is liable for the product defect and the damage incurred in accordance with the principles of product liability law. Further claims by SPORLASTIC remain unaffected.
- 16.4 Under the same conditions, the Supplier shall, in particular, also reimburse SPORLASTIC for any expenses arising from or in connection with precautionary measures taken by SPORLASTIC to prevent claims under product liability, in particular warning, replacement or recall campaigns. SPORLASTIC shall, as far as possible and reasonable, inform the Supplier in advance of the content and scope of the measures to be carried out and give the Supplier the opportunity to comment. The Supplier shall support SPORLASTIC to the best of its ability in the measures to be carried out and shall take all reasonable measures ordered by SPORLASTIC.
- 16.5 The Supplier is obliged to take out and maintain product liability insurance with a sum insured appropriate to the Contractual Services of at least EUR 5 million per liability claim and at least EUR 10 million per calendar year. The product liability insurance must cover all risks arising from product liability, in particular the risk arising from a warning, replacement or recall campaign. The Supplier shall, insofar as and to the extent that it is not itself directly held liable, assign to SPORLASTIC the claims arising from the product liability insurance in the event of liability, together with all ancillary rights. If assignment is not permitted under the insurance contract, the Supplier shall instruct the insurer to make any payments solely to SPORLASTIC. This shall not affect any further legal claims by SPORLASTIC.
- 16.6 The Supplier shall, upon request, provide SPORLASTIC with evidence of the conclusion and continuation of the product liability insurance.
- 16.7 The Supplier is obliged to mark contractual products in accordance with SPORLASTIC's specifications in such a way that they are permanently recognisable as its products.
- 17. Retention of title, ordering of materials**
- 17.1 SPORLASTIC reserves ownership and all intellectual property rights in orders and contracts issued by SPORLASTIC, as well as in drawings, illustrations, calculations, descriptions and other documents made available to the Supplier (together the **"SPORLASTIC Documents"**). The Supplier may not make the SPORLASTIC Documents available to third parties, nor use or reproduce them itself or through third parties, without the express consent of SPORLASTIC.
- 17.2 The Supplier shall procure the resources required for the manufacture of the Contractual Goods and Services (raw materials, labour, machinery, etc.) at its own expense and risk. The Supplier shall receive materials from SPORLASTIC for the manufacture of the Contractual Goods and Services, in particular parts, raw materials, tools and machinery (hereinafter **"production resources"**), only if the Parties have so agreed.
- 17.3 Any production equipment made available to the Supplier by SPORLASTIC shall not be transferred by way of legal transaction, but shall be provided for the specific purpose of producing the Contractual Services. Processing shall be carried out exclusively for SPORLASTIC and in its interest. The Supplier is obliged to insure the production equipment adequately and sufficiently against damage and loss at its own expense.
- 17.4 Production equipment not intended for processing, such as tools and machinery, shall remain the property of SPORLASTIC. The Parties shall conclude a tool or machinery licence agreement for the provision of such production equipment.
- 17.5 Even whilst the contractual Goods are not yet the sole property of SPORLASTIC, SPORLASTIC is permitted to process the Goods, mix them with other items, blend them, combine them or resell them in the ordinary course of business.
- 18. Final Provisions**
- 18.1 The Supplier shall only be entitled to transfer rights and obligations arising from these GTCP or these GTCP themselves to third parties with the prior written consent of SPORLASTIC.
- 18.2 Any amendments or additions to these GTCP must be made in writing; this also applies to any amendment to the above requirement for written

form.

- 18.3 These GTCP and the legal relationship between the Supplier and SPORLASTIC shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods and the provisions of private international law.
- 18.4 The exclusive place of jurisdiction for all disputes arising from these GTCP and the business relationship between SPORLASTIC and the Supplier is SPORLASTIC's registered office in Nürtingen. SPORLASTIC is also entitled to bring legal proceedings at the Supplier's registered office. In the event that the Supplier is based outside the EU or the EEA, the arbitration agreement contained in this clause shall replace the above agreement on the place of jurisdiction. Accordingly, all disputes arising out of or in connection with these GTCP, an individual contract or product call-off, or concerning their validity, shall be finally settled in accordance with the Rules of Arbitration of the German Institute of Arbitration (DIS), to the exclusion of ordinary legal proceedings. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Stuttgart. The language of the proceedings shall be German.
- 18.5 Should any provision of these GTCP be or become wholly or partially invalid or unenforceable, or should there be a gap in these GTCP, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that most closely approximates the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of a gap, the provision that corresponds to what would have been agreed in accordance with the purpose of these GTCP shall be deemed to have been agreed, provided that the Parties had considered the matter from the outset.