

**JOYSONQUIN Automotive Systems GmbH**  
**Gutenbergstraße 16, 71277 Rutesheim, Germany**

**1. Scope**

- 1.1 These General Terms and Conditions of Purchase (hereinafter: "**Conditions of Purchase**") shall apply to all business transactions between JOYSONQUIN Automotive Systems GmbH (hereinafter: "**JOYSONQUIN**") and the supplier, even if they are not mentioned in subsequent contracts.
- 1.2 Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by JOYSONQUIN in writing. These Conditions of Purchase shall apply even if JOYSONQUIN accepts a delivery from the supplier without reservations while being aware of the supplier's conflicting or deviating terms and conditions.
- 1.3 Agreements which supplement or deviate from these Conditions of Purchase and which are made between the supplier and JOYSONQUIN for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.
- 1.4 Any rights beyond those provided for in these Conditions of Purchase to which JOYSONQUIN is entitled by law shall remain unaffected.

**2. Formation of Contract**

- 2.1 Unless otherwise agreed in writing between the parties, the supplier shall provide all offers and cost estimates free of charge.
- 2.2 The supplier shall be obliged on the basis of its offer and the further agreements entered into between the parties to deliver the contractual products on the agreed terms for the agreed term of the project.
- 2.3 JOYSONQUIN shall generally order the contractual products by submitting individual call-off orders in writing. Individual call-off orders that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed to be in writing. In addition, individual call-off orders may be placed electronically.
- 2.4 An individual call-off order placed by JOYSONQUIN shall be binding if the supplier does not object within three (3) working days after receipt. This shall not apply in the event that the supplier has already provided a legally binding offer ahead of a project regarding the supply of series products to the automotive industry. In this case, the individual call-off orders shall be deemed to be acceptance of the already existing offer. If the supplier is unable to deliver within the delivery period stated in the respective individual call-off order, the supplier shall be obliged to notify JOYSONQUIN within a period of three (3) days following the receipt of the individual call-off order. If the supplier does not give such notification, the delivery period shall also be deemed to have been confirmed as binding by the supplier. This shall not apply if the parties have already agreed binding delivery periods by means of delivery schedules.
- 2.5 The terms set out in the individual call-off orders (in particular, price, amount, delivery dates or delivery periods and delivery address) shall be binding.
- 2.6 An obligation to purchase on the part of JOYSONQUIN shall only exist after a legally binding individual call-off order has been submitted by JOYSONQUIN.
- 2.7 JOYSONQUIN shall be entitled to demand that changes be made to the construction and design of the contractual products at any time, provided the deviations from the originally agreed specifications are necessary or appropriate and where this is reasonable for the supplier. JOYSONQUIN shall inform the supplier about any changes in a timely manner. JOYSONQUIN shall agree jointly with the supplier about which changes to make compared to the originally agreed specifications. Unless otherwise agreed, changes may only be made to the production process and/or materials after a prior sample inspection and written approval by JOYSONQUIN.
- 2.8 If the costs incurred by the supplier in performing the contract decrease or increase as a result of the changes to be made in accordance with Clause 2.7 above, the supplier must notify JOYSONQUIN in writing without undue delay of the amount of the costs. The parties may demand that the agreed prices be adjusted accordingly. For this purpose, JOYSONQUIN shall be entitled to request clarification from the supplier regarding its price calculations and be given access to the appropriate documentation for review. If an agreed delivery date or an agreed delivery

period cannot be met due to the changes to be made, the supplier shall inform JOYSONQUIN without undue delay.

**3. Delivery**

- 3.1 The delivery must correspond to the order or the call-off order in terms of execution, scope and scheduling. The delivery periods or the delivery dates provided by JOYSONQUIN in the order or the call-off order shall be binding. The delivery periods shall commence on the date of the order or call-off order.
- 3.2 Compliance with the delivery period or delivery date shall be determined by the date on which the contractual products are received by JOYSONQUIN. Unless otherwise agreed between the parties, delivery of the contractual products shall take place "free works" or DAP (71277 Rutesheim) in accordance with Incoterms® 2010. If delivery DAP or DDP (71277 Rutesheim) according to Incoterms® 2010 is not agreed, the supplier shall make the contractual products available in a timely manner, taking into account the usual times to be agreed with the freight carrier for loading and dispatch.
- 3.3 If it becomes apparent to the supplier that the delivery period or the delivery date cannot be met, the supplier shall notify JOYSONQUIN without undue delay in writing, stating the reasons for and the expected duration of the delay. The supplier's obligation to deliver on time shall not be affected by this.
- 3.4 If the supplier is in default, JOYSONQUIN shall be entitled to rescind the contract in accordance with the statutory provisions.
- 3.5 In the event of default, JOYSONQUIN may, from the date of commencement of the default in delivery, claim from the supplier a contractual penalty in the amount of 0.5% of the net order value for each commenced week of the default in delivery, but no more than 5% of the net order value in total. This shall not affect any further claims for damages of JOYSONQUIN. The contractual penalty shall be credited against the damage caused by default which the supplier is liable to compensate. Acceptance of a late delivery shall not constitute a waiver of claims for damages.
- 3.6 The supplier must notify JOYSONQUIN in good time of any changes to the maximum delivery periods (replacement times) communicated to JOYSONQUIN.
- 3.7 Early deliveries and services shall require written approval by JOYSONQUIN. JOYSONQUIN may return any goods that are delivered early at the supplier's expense or store them at the supplier's expense until the agreed delivery date.
- 3.8 Unless otherwise agreed, partial deliveries and excess or short deliveries shall not be permitted. JOYSONQUIN reserves the right to recognise such deliveries in individual cases and charge a processing fee of EUR 40.00 to the supplier's account for the additional expenses incurred as a result of the partial deliveries. The supplier may prove that JOYSONQUIN did not suffer any loss or that the loss actually suffered remains significantly below this amount.
- 3.9 The supplier shall notify JOYSONQUIN of any special deliveries outside the regularly agreed deliveries (e.g. replacement deliveries or late deliveries).

**4. Transfer of Risk and Shipment**

- 4.1 The supplier shall bear the risk of accidental loss or destruction or accidental deterioration of the goods until JOYSONQUIN takes delivery of the goods ("free works" or DDP, as defined by Incoterms® 2010). If the supplier is obliged to install or assemble the goods at JOYSONQUIN's premises and to perform other services for which a particular success is owed, the risk shall not pass to JOYSONQUIN until acceptance.
- 4.2 Each delivery must be accompanied by a delivery note containing the order and material number for each item, a list of the batches delivered, a description of the goods, delivery amounts and weight, details of the packaging materials used and a goods test certificate. If the delivery note is not available when the goods arrive, these shall be deemed not to have been delivered. Any additional costs due to non-compliance with the shipping instructions or due to accelerated transport in order to meet the agreed date shall be borne by the supplier.
- 4.3 The supplier must observe the specifications of JOYSONQUIN for the shipment of the goods. In addition, the goods must be packed in such a manner as to avoid damage in transit. Packaging materials must only be used to the extent required for this purpose. Only environmentally friendly, recyclable packaging materials may be used.

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**5. Prices and Payment**

- 5.1 The agreed prices are fixed prices. Unless otherwise agreed in writing, the price shall include the cost of packaging, shipping equipment and transportation to the delivery address provided by JOYSONQUIN, transport insurance as well as customs and any other official duties (DDP Incoterms® 2010). The statutory value added tax is included in the price if it is incurred and the price was not expressly designated as a net price.
- 5.2 Invoices shall be submitted separately for each order or call-off order after complete delivery, completion of services and commissioning or, in the case of services for which a particular success is owed, after acceptance of these services. Invoices must meet the applicable statutory requirements; in particular, they must include the VAT ID number or tax number, delivery date, quantity and type of goods invoiced. In addition, they shall include the supplier number, delivery note number as well as the number and date of the order or the call-off order. Invoices that do not meet these requirements shall be deemed not to have been received on the grounds that they cannot be processed properly.
- 5.3 Payment shall be made after receipt of the goods in accordance with the contract and receipt of a proper and verifiable invoice on the 25th of the month following delivery. To the extent that the supplier is obliged to supply materials tests, test reports, quality documents or other documents, payment shall, in addition, only be made after receipt of these documents. Payment shall be made subject to review of the invoice. In the event of a defective delivery, JOYSONQUIN shall be entitled to withhold payment until the delivery has been properly fulfilled without forfeiting any rebates, discounts or similar price reductions. The time allowed for payment shall not commence until all the defects have been fully remedied. If goods are delivered early, the time allowed for payment shall not commence until the agreed delivery date.
- 5.4 Ownership of the goods shall be transferred to JOYSONQUIN free of any encumbrances when the goods are paid for, at the latest. All payments shall be made to the supplier only. Extended or prolonged retention-of-title clauses shall not be permitted. Counterclaims shall only entitle the supplier to a set-off if they are undisputed or have been established in a judgment that cannot be appealed against. The supplier may assert a right of retention only if the counterclaim is based on the same contractual relationship.

**6. Warranty and Claims for Defects**

- 6.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 6.2 The supplier warrants that the goods and services supplied correspond to the latest state of technology, the agreed specifications, the applicable legal provisions and the regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations. In particular, the supplier must comply with the EU Chemicals Regulation REACH. The supplier must inform JOYSONQUIN without undue delay in writing if the supplier has any concerns about the order being performed as requested by JOYSONQUIN.
- 6.3 If the items to be delivered are machines, devices, or equipment, they must meet the requirements stipulated in the special safety regulations for machinery and equipment applicable at the time of performance of the contract and must have a CE label.
- 6.4 To the extent feasible in the proper course of business, JOYSONQUIN shall examine without undue delay after taking delivery of the goods whether the goods received correspond to the order in terms of quantity and type and whether any damage has been sustained in transit that can be identified externally.
- 6.5 If a defect is discovered during such examinations or at a later point in time, JOYSONQUIN shall, to the extent feasible in the proper course of business, so advise the supplier without undue delay, within five (5) working days after the examination for obvious defects and within fourteen (14) working days after the discovery for hidden defects.
- 6.6 Neither the acceptance of a delivery of goods nor the processing, payment for or issue of subsequent orders for goods which have not yet been discovered to be defective and the defects of which have, therefore, not yet been notified shall constitute an approval of the delivery or a waiver of claims for defects by JOYSONQUIN.
- 6.7 JOYSONQUIN'S approval of drawings, calculations or other technical documents of the supplier shall not affect the supplier's

responsibility for defects or the supplier's liability under any guarantee it has given.

- 6.8 If the goods contain defects, JOYSONQUIN may, without prejudice to the statutory claims for defects, demand subsequent performance by the removal of the defects by the supplier or, at the option of JOYSONQUIN, by the delivery of goods which are free from defects. The supplier shall bear all the necessary expenses for subsequent performance.
- 6.9 If the supplier wilfully or negligently fails to fulfil its obligation to subsequently perform within a reasonable period of time set by JOYSONQUIN, JOYSONQUIN may carry out the necessary measures itself, or have them carried out by a third party, at the expense and risk of the supplier. In cases where it is not possible to notify the supplier of the defect and the impending damage and also not possible to set a deadline, however short, for remedial action, on the grounds of particular urgency and/or because the damage to be expected in the absence of immediate remedial action is unreasonably high as compared to the warranty obligation, JOYSONQUIN shall be entitled to take the necessary measures immediately and without prior consultation with the supplier.
- 6.10 Claims for defects shall become time-barred 36 months after the initial registration of the vehicle or handover of the vehicle to the end customer or installation of spare parts. Section 438 German Civil Code (*BGB*) shall remain unaffected. Claims for defects for parts that are installed by the supplier in vehicles that are distributed in the United States of America, Canada and Puerto Rico shall become time-barred in accordance with the longer warranty periods vis-à-vis the end customer, notwithstanding Clause 6.1 above, upon expiry of 60 months after the initial registration of the vehicle or handover of the vehicle to the end customer or after 70,000 miles if this has been reached at an earlier point in time. For spare parts that are distributed in the United States of America, Canada or Puerto Rico, the limitation period shall apply *mutatis mutandis* from the date of the installation of the spare parts. Insofar as for products where exhaust gas, emissions or safety is relevant, the liability periods applicable according to mandatory statutory or other mandatory sovereign provisions exceed the periods specified in Clause 6.1 or Clause 6.2 above, these shall replace the periods specified above.
- 6.11 The limitation period for claims of JOYSONQUIN for defects shall be suspended for the period of time during which the goods leave the premises of JOYSONQUIN for repair.
- 6.12 If the supplier performs its obligation to subsequently perform by making a replacement delivery, the limitation period shall commence anew for any goods supplied as a replacement after JOYSONQUIN has taken delivery of these goods.
- 6.13 Suppliers of goods for which spare parts are needed shall be obliged to supply JOYSONQUIN upon expiry of the limitation period for another ten years with the required spare parts, accessories and tools.
- 7. Product Liability, Insurance**
- 7.1 The supplier shall indemnify and hold JOYSONQUIN harmless from and against any and all third-party claims arising from German or foreign product liability law that can be attributed to a defect in the product supplied by the supplier if and to the extent that the supplier is responsible for the product defect and the damage suffered according to the principles of product liability law. This shall not affect any further claims of JOYSONQUIN.
- 7.2 In the cases set out in Clause 7.1 above, the supplier shall bear all costs and expenses, including the cost of legal action (if any). In particular, the supplier shall reimburse JOYSONQUIN for any and all expenses which JOYSONQUIN incurs as a result of or in connection with any preventive measures - in particular, product warnings, an exchange of products or product recalls - which JOYSONQUIN takes to avoid being held liable under product liability law. Where possible and not unreasonable for JOYSONQUIN, JOYSONQUIN shall advise the supplier of the contents and scope of the measures to be taken and give the supplier the opportunity to comment thereon.
- 7.3 The supplier must insure against all risks arising from product liability, including the risk of a product warning or product recall, such insurance to be in the minimum amount of **EUR 2,500.000.00** for each instance of liability, and, if so requested, must furnish JOYSONQUIN with evidence of such insurance by presenting the insurance policy. The supplier must

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- maintain this insurance coverage, even after all mutual contractual obligations have been fully performed, for a period of ten years following the last delivery to JOYSONQUIN.
- 7.4 JOYSONQUIN may demand that the supplier permanently mark the goods it delivers, insofar as this is possible with a reasonable amount of effort.
- 8. Third-party Property Rights**
- 8.1 The supplier warrants that the delivery and use of the goods does not infringe any patents, licences or other third-party property rights.
- 8.2 If, due to the delivery and use of the goods, JOYSONQUIN or JOYSONQUIN'S customers are held liable by a third party for infringement of any such rights, the supplier shall be obliged to indemnify and hold JOYSONQUIN, or JOYSONQUIN'S customers, harmless from and against any and all such claims. This duty to indemnify shall apply to all costs and expenses which are incurred in connection with JOYSONQUIN or JOYSONQUIN'S customers being held liable.
- 9. Provision of Items and Manufacture of Tools**
- 9.1 JOYSONQUIN shall order all kinds of means of production (such as, supplies, equipment, tools, print templates, samples, models, company standards, drawings, software and other items) generally by way of written individual orders. The supplier shall, without undue delay and in any case no later than three (3) working days after the receipt of the individual order, issue an order confirmation in which the price and the delivery date are expressly stated. Should the order confirmation deviate from the individual order, the deviations shall not be deemed agreed unless and until they are expressly confirmed in writing by JOYSONQUIN. The same shall apply to any subsequent changes to the contract. If JOYSONQUIN and the supplier have entered into a master supply agreement concerning future deliveries, individual orders issued by JOYSONQUIN shall be binding if not objected to by the supplier within three (3) working days after they have been received.
- 9.2 JOYSONQUIN shall retain title to and/or all copyrights and other industrial property rights in the means of production which are provided to the supplier for the manufacture of the goods or for other reasons.
- 9.3 JOYSONQUIN shall acquire ownership of the means of production manufactured by the supplier for JOYSONQUIN for which JOYSONQUIN pays the supplier, as well as all rights of use and exploitation relating to the resulting industrial or other property rights upon their completion, to the extent that such rights are capable of being owned. The means of production shall be marked as belonging to JOYSONQUIN. JOYSONQUIN shall provide these means of production to the supplier on a loan basis for the manufacture of the goods ordered.
- 9.4 The supplier shall be obliged to use these means of production exclusively for the manufacture of the goods ordered by JOYSONQUIN, or according to other requirements stipulated by JOYSONQUIN. These means of production may not be made available to any third party. The supplier must notify JOYSONQUIN without undue delay of any inquiries made by third parties. The supplier is not authorised to copy, reverse engineer or otherwise reproduce the means of production.
- 9.5 The supplier must return the means of production to JOYSONQUIN without undue delay and without waiting for a request from JOYSONQUIN at its own expense if the provision of these means of production is no longer required for the manufacture of the goods ordered, or if the negotiations do not result in the conclusion of a contract. The supplier shall have no right of retention with respect to the means of production.
- 9.6 Any processing or alteration by the supplier of any of the items referred to in Clauses 9.1 and 9.2 above shall only be permitted with the written consent of and in accordance with the requirements stipulated by JOYSONQUIN. Any processing or alteration shall be made on behalf of JOYSONQUIN. If such items are processed together with other items which do not belong to JOYSONQUIN, JOYSONQUIN shall acquire co-ownership of the new item in proportion to the ratio of the value of the item provided by JOYSONQUIN to the value of the other processed items at the time of processing.
- 9.7 The supplier shall be obliged to handle the means of production with due care and to properly store them; the supplier may only dispose of means of production with the written approval of JOYSONQUIN, even if no deliveries have been made to JOYSONQUIN using these means of production for a comparatively long period of time. The supplier must insure the means of production at its own expense at replacement value against damage by fire, water, and theft. The supplier herewith assigns to JOYSONQUIN all claims for compensation arising from such insurance. JOYSONQUIN herewith accepts this assignment. The supplier shall be obliged to carry out all servicing and inspection work that may become necessary and all maintenance and repair work with respect to the means of production made available to the supplier in a timely manner in consultation with JOYSONQUIN. The supplier must advise JOYSONQUIN without undue delay of any damage.
- 9.8 In countries with other legal systems in which the rules regarding ownership stipulated in this Clause 9 do not have the same security effect as in the Federal Republic of Germany, the Supplier herewith grants JOYSONQUIN corresponding security interests. If the creation of such security interests requires further declarations or actions, the supplier shall make these declarations and perform these actions. The supplier shall assist with all measures required for, and conducive to, the validity and enforceability of such security interests.
- 10. Quality and Documentation**
- 10.1 The initial sample inspection shall be carried out in accordance with the VDA Volume 2 "Quality Assurance of Deliveries", as amended from time to time. Irrespective of this, the supplier must constantly check the quality of the delivery items. The parties shall inform each other about possible ways to improve the quality.
- 10.2 If the nature and scope of the tests as well as the test equipment and methods have not been firmly agreed between the supplier and JOYSONQUIN, JOYSONQUIN shall be prepared, at the supplier's request, to discuss the tests with the supplier within the framework of its knowledge, experience and possibilities in order to determine the required state of the art of the test technology. In addition, JOYSONQUIN shall inform the supplier of the relevant safety regulations upon request.
- 10.3 In addition, the supplier must record in its quality records for all products when, in what way and by whom the faultless manufacture of the delivery items was ensured. This evidence shall be kept for 15 years and presented to JOYSONQUIN upon request. The supplier shall be entitled to shorten the storage period of the evidence if it can exclude dangers to life and health when using the products. The supplier shall oblige subcontractors to the same extent, to the extent permitted by law. As guidance, reference is made to the VDA publication "Evidence Management – Guidelines for Documenting and Archiving Requirements as to Quality" (*Nachweisführung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen*), as amended from time to time.
- 10.4 If and to the extent that public authorities which are responsible for the safety of motor vehicles and for determining the characteristics of exhaust gases or similar demand to be allowed to inspect the production sequences and test records of JOYSONQUIN in order to verify compliance with particular requirements, the supplier herewith declares it is prepared to grant these authorities the same rights in its own company and provide all reasonable support.
- 11. Force Majeure**
- 11.1 If JOYSONQUIN is prevented by an event of force majeure from performing its contractual obligations, in particular from taking delivery of the goods, JOYSONQUIN shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable towards the supplier for damages. The same shall apply if it is unreasonably difficult or temporarily impossible for JOYSONQUIN to perform its obligations as a result of unforeseeable circumstances for which JOYSONQUIN is not responsible, in particular as a result of industrial action, measures taken by the authorities, energy shortage or significant operational disruptions.
- 11.2 JOYSONQUIN shall be entitled to rescind the contract if such an impediment continues for more than four months and the fulfilment of the contract is no longer of interest to JOYSONQUIN as

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a result of the impediment. At the request of the supplier, JOYSONQUIN shall declare after the aforesaid period has expired whether it will make use of its right to rescind the contract or whether it will take delivery of the goods within a reasonable period of time.

**12. Liability of JOYSONQUIN**

JOYSONQUIN shall be liable for simple negligence only in the event of a breach of material duties, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on compliance with which the other party to the contract normally relies and may rely. If such obligations are breached, JOYSONQUIN's liability shall be limited to such damage which can typically be expected with such contract. In all other cases, liability for simple negligence shall be excluded. The above limitations of liability shall not apply to damage arising from a breach of guarantee or from death, bodily injury or damage to health, in cases of wilful misconduct or gross negligence and in cases of mandatory statutory liability for product defects.

**13. Confidentiality, Advertising**

13.1 The supplier shall be obliged to keep all information received through JOYSONQUIN which is marked as confidential, or which can be identified as a trade or business secret according to other circumstances, confidential for an unlimited period of time; the supplier may neither record nor disclose or exploit such information unless such recording, disclosure, or exploitation is required for the delivery to be made to JOYSONQUIN. By entering into suitable contractual arrangements with the employees and agents working for it, the supplier shall ensure that these persons, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorised recording of such trade and business secrets for their own purposes.

13.2 Any reference by the supplier to its business relationship with JOYSONQUIN in illustrations, brochures, and advertising material shall be subject to the prior written approval of JOYSONQUIN. JOYSONQUIN shall not refuse such on unreasonable grounds.

**14. Export Control and Customs**

The supplier shall be obliged to inform JOYSONQUIN in its business documents of any licences that may be required for (re-)exporting the supplier's goods pursuant to German, European and/or US-American export and customs regulations and the export and customs regulations of the country of origin of the supplier's goods. For this purpose, the supplier shall provide the following information in connection with the goods concerned at least in its offers, order confirmations and invoices:

- the export list number in accordance with the export list set out in the Annex to the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists;
- for US goods, the ECCN (Export Control Classification Number);
- the trade origin of its goods and the parts of its goods, including technology and software;
- whether the goods were transported through the USA, manufactured or stored in the USA, or manufactured using US technology;
- the statistical goods code (HS code) of its goods; and
- a contact person in its company who can be contacted to clarify any queries from JOYSONQUIN.

Upon request by JOYSONQUIN, the supplier shall be obliged to provide JOYSONQUIN in writing with all further foreign trade data relating to its goods and their parts as well as inform JOYSONQUIN in writing without undue delay (before delivery of the goods affected by this) about any changes to the aforesaid data.

**15. Social Responsibility and Protection of the Environment**

The supplier undertakes to comply with the respective regulations on how to deal with employees, the protection of the environment, and safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. For this purpose, the supplier shall implement a management system according to ISO 14001 and further develop such system, as far as possible. Furthermore, the supplier shall observe the principles of the Global Compact initiative of the

United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**16. Governing Law/Place of Jurisdiction**

16.1 The legal relations between the supplier and JOYSONQUIN shall be governed by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 The exclusive place of jurisdiction for all disputes arising from the business relationship between JOYSONQUIN and the supplier shall be the registered office of JOYSONQUIN. However, JOYSONQUIN shall also be entitled to commence legal proceedings at the registered office of the supplier and at any other admissible place of jurisdiction.

16.3 In international, cross-border business transactions, the parties may choose between recourse to the ordinary courts and recourse to an arbitration tribunal for all legal disputes arising from or in connection with this contract and its execution

16.4 If the Parties choose recourse to the ordinary courts, the sole place of jurisdiction for all disputes arising from or in connection with this contract and its execution is Rutesheim, Germany. However, JOYSONQUIN shall also be entitled to commence legal proceedings at the registered office of the supplier and at any other admissible place of jurisdiction.

16.5 If the parties choose recourse to the arbitration tribunal, a final decision shall be made on all disputes arising from or in connection with this contract in accordance with the Rules of Arbitration of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. or DIS*). The Rules of Arbitration can be viewed at <http://www.dis-arb.de/de/de/16/regeln/uebersicht-ido> in languages including German, English, French, Spanish, Chinese, Russian and Turkish.

16.6 The arbitration tribunal shall consist of three arbitrators. Unless otherwise agreed by the Parties, at least one of the individual arbitrators must have studied law. The arbitrators must have a good command of the language of arbitration.

16.7 The language of arbitration shall be German unless the parties have agreed upon another language of arbitration.

16.8 The seat of the arbitration tribunal shall be Rutesheim, Germany.

**17. Miscellaneous**

17.1 The supplier is not authorised to have any order, or material parts of an order, carried out by a third party unless the supplier has obtained the prior written consent of JOYSONQUIN.

17.2 Rights and obligations of the supplier may only be assigned or transferred to a third party with the written consent of JOYSONQUIN.

17.3 The contractual language shall be German.

17.4 The place of fulfilment for all obligations to be performed by the supplier and JOYSONQUIN shall be the registered office of JOYSONQUIN in Rutesheim, Germany.

17.5 The German language version of these Conditions of Purchase shall be authoritative.