



SPEKTRA

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General Sales Conditions (GSaC)

SPEKTRA Schwingungstechnik und Akustik GmbH Dresden

Heidelberger Straße 12 | 01189 Dresden

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www.spektra-dresden.com

General Sales Conditions

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1. General definitions of terms

In the following General Sales Conditions, SPEKTRA Schwingungstechnik und Akustik GmbH Dresden, Heidelberger Straße 12, 01189 Dresden, is referred to as the Supplier. The contractual partner of the Supplier is the Customer; the contractual relationship to be concluded is the Contract.

2. Scope of application

2.1 All deliveries and supplies made by the Supplier to the Customer are subject to these General Sales Conditions exclusively, where the Customer is a business customer, regardless of how the Contract comes into being and regardless of whether the item to be delivered (hardware or software) is manufactured by the Supplier himself or was purchased from upstream suppliers (Sections 433 and 651 of the Civil Code).

2.2 Business customers within the meaning of these General Sales Conditions are all economic operators (Section 14 of the Civil Code), legal entities governed by public law, and ring-fenced public funds. Economic operator is defined as any natural person or legal entity or partnership with legal capacity who or which, on conclusion of the Contract, engages in a commercial or independent professional activity.

2.3 Differing, contradicting, or supplementary General Business Conditions of the Customer form part of the Contract only if and to the extent that SPEKTRA has expressly consented to their applicability. This requirement for consent applies in every case, for example also where SPEKTRA takes receipt of the deliveries of the Customer without reservation, in knowledge of the General Business Conditions.

2.4 Individual agreements with the Customer made in individual cases (including riders, supplements, and amendments) always take precedence over these General Sales Conditions. The content of such agreements is determined by a contract concluded in writing or the confirmation of SPEKTRA in writing.

2.5 The General Sales Conditions apply in their prevailing version as a framework agreement also for future deliveries and supplies by the Supplier to the same Customer without SPEKTRA in each instance having to refer to them once more. The prevailing version of the General Sales Conditions is available at:

<https://www.spektra-dresden.com/en/legal.html>

2.6 SPEKTRA retains the right to make amendments or additions to the General Sales Conditions at any time, provided that the Customer is not thereby disadvantaged in bad faith. Amendments or additions to the General Sales Conditions are notified in writing.

The amendments or additions to the General Sales Conditions are deemed to have been approved if the Customer does not object to them in writing



within two weeks from notification. If the Customer objects to the amendment or addition, SPEKTRA may terminate the contractual relationship through ordinary termination.

3. Offers, documents and intellectual property rights

3.1 Offers made by the Supplier are provisional and non-binding. The Supplier is entitled to sell on the supply to a third party between the date of offer and acceptance. Orders placed by the Customer are binding on the Supplier only if they are expressly confirmed by the Supplier in writing or the Supplier has made the supply.

3.2 Unless expressly declared as binding in the offer, the industry-standard approximate values apply to all technical data, information about substances, etc. Notifications are made in the event of a change only if an agreement has been concluded concerning characteristics.

3.3 All documents made available to the Customer by the Supplier including the offer remain the property of the Supplier; they may not be made available to third parties without the prior written consent of the Supplier, and, if the order is not placed with the Supplier, they must, on request, be returned in full and immediately, including any copies made.

3.4 The information contained on the websites or in the catalogues/prospectuses of the Supplier must be checked by the Customer before adoption and use to ensure they are suitable for the planned use. This applies also to the selection of suitable materials. The Customer must inform himself of how the item can be used.

3.5 The Supplier is not obliged to check the information and/or instructions provided by the Customer for their accuracy and/or legal conformity; the Customer exclusively assumes the risk for this information. This applies in particular also

to liability for any breach of intellectual property rights.

3.6 The Customer guarantees that the fulfilment of the order will not entail any breaches of intellectual property rights through items provided, by drawings, or by prototypes provided by the Customer or by third parties, will conduct any defence proceedings at his own cost, and will reimburse the Supplier for any associated costs.

3.7 Drawings, designs, and contributions to discussions arising within the context of the contractual negotiations are non-binding. The Customer may not bring any claims of any nature on the basis of such documents or contributions to discussion against the Supplier or his employees unless they have breached legal obligations deliberately or with gross negligence. Prototypes requested are invoiced for by the Supplier based on cost.

4. Conclusion of the Contract

4.1 The ordering of the item by the Customer is deemed a binding offer of a contract. This is deemed to have been accepted when confirmed by the Supplier in writing.

4.2 Unless otherwise indicated in the order, the Supplier is entitled to accept the offer of a contract within 5 working days from its receipt by the Supplier. The content of the Contract thus coming into being is the text of the order confirmation. The Customer is obliged to check all parts of this and object to any deviations in immediately and in writing.

5. Delivery time, supply time and delay in supply

5.1 Delivery and supply dates/periods may be agreed as binding or non-binding. An agreement concerning supply times is binding only if the Supplier has expressly declared this to be the



case. An agreement of a binding delivery deadline does not imply a waiver of the requirement for the setting by the Customer of a further deadline in accordance with Section 323 of the Civil Code if this not expressly agreed.

5.2 If a supply takes place on demand by the Customer, the Customer is obliged to place the on-demand order with the Supplier at least four weeks before the supply is made, with a specific description of the supply and an indication of the supply date.

5.3 The timeliness of the making of the supply is determined with reference to the surrender of the item to be supplied for transportation or the notification of readiness for despatch. Where the Supplier cannot make the supply on the date due for reasons for which he is not responsible (non-availability of the supply), he will immediately inform the Customer of this and at the same time notify the anticipated new delivery period. If the supply is not available within the new delivery period, either, the Supplier is entitled to rescind the Contract in full or in part; he will immediately repay consideration already provided by the Customer. Non-availability of the supply in this context means in particular the failure by the upstream supplier to make the supply in a timely manner, if the Supplier has concluded matching inbound and outbound transactions, neither he nor his upstream supplier is culpable, or he is not obliged to procure the relevant item in the case in question. The statutory rights of the Customer in the event of non-supply at the due date are not affected by this.

5.4 The Supplier is furthermore entitled to rescind the Contract in full or in part if the Customer does not provide him in a timely manner with the documents and information required to make the supply and a further deadline set for the Customer to this end passes in vain.

5.5 The Supplier is at all times entitled to make part-deliveries unless the part-delivery is not of interest to the Customer. The Supplier is entitled to transfer to third parties the rights and obligations arising out of the Contract, including in respect of the making of the supply.

5.6 The date on which the Supplier is deemed in default with respect to the delivery is determined in accordance with statutory rules. In any case, a reminder by the Customer is required.

5.7 The rights of the Customer under Point 10 of these General Business Conditions and the statutory rights of the Supplier in the event of preclusion of the supply obligation (e.g. due to impossibility or unreasonableness of the supply and/or rectification) remain unaffected by this.

6. Delivery location, transfer of risk

6.1 The delivery takes place from the Supplier's headquarters, which is also the fulfilment location. At the request and cost of the Customer, the item is sent to another delivery location (sales shipment). Unless otherwise agreed, the Supplier is entitled himself to determine the nature of the despatch (in particular the transportation firm, the despatch route, and the packaging) at his own discretion. The consignment is insured by the Supplier (at the request of the Customer) against transportation damage.

6.2 In the event of delivery without installation or assembly, the risk of accidental loss or accidental deterioration of the item – even if freight paid delivery is agreed – is transferred to the Customer on handover of the products to the Customer, the freight forwarder, the carrier, or any other person or organisation designated to effect the despatch.



6.3 In the event of delivery with installation or assembly, the risk in relation to the item to be delivered is transferred on receipt of the supply, at the latest, however, on operational deployment.

6.4 The risk in relation to the item to be delivered is furthermore transferred to the Customer if the Customer delays performing the acceptance procedure.

7. Prices

7.1 The prices are as agreed by the contractual parties; if no agreement was reached concerning this, the prices listed in the Supplier's current price list at the time of the order apply. Fixed prices require express agreement in writing between the Supplier and the Customer.

7.2 Unless otherwise expressly agreed, all prices are net prices in EURO ex warehouse. In the case of a sales shipment (Point 6 Paragraph 1), the Customer bears the transportation costs ex warehouse and the costs of the transportation insurance. Where the Supplier does not invoice the transportation costs actually incurred in the case in question, a transportation cost flat rate applies (exclusively transportation insurance) of EUR 19.00 per order. Any customs, fees, taxes, and other public duties including statutory turnover tax at the prevailing rate are borne by the Customer.

7.3 The Supplier is entitled, after timely notification by the Customer and before the supply is made, to raise the agreed price as necessitated by a general rise in prices outside the control of the Supplier (e.g. exchange rate fluctuations, foreign currency rules, changes in customs, rise in materials or manufacturing costs) or due to a change in the Supplier's costs.

7.4 Where the Supplier, without recognising a legal obligation and out of goodwill, takes back a supply made, the Supplier is entitled to compen-

sation in respect of costs incurred of 10% of the invoiced value of the supply in question. This amount is reduced if the Customer proves that the actual cost is lower than the flat rate per the first sentence.

7.5 Price indications for services provided in accordance with an agreement by the contracting parties at the cost of the Customer for the Supplier by third parties under a sub-contract are indicative only. In this case, the prices and purchase conditions of the fulfilling firms apply. Despatch, transportation, and insurance costs incurred for these supplies made by third parties under a sub-contract are invoiced in addition to the costs indicated for these services.

8. Payment conditions

8.1 Unless otherwise agreed in an individual contract, the Customer must pay for the supplies made by the Supplier after they have been made within a period of 14 days from the invoice date, without discount. In the case of contracts with a delivery value of more than EUR 500.00, the Supplier is entitled to demand a down-payment of 80% of the purchase price. The down-payment falls due and becomes payable within two weeks from the invoice date. The timeliness of payments is determined with reference to the date on which the money is received into the account of the Supplier or on which the money is irrevocably credited to this account.

8.2 The payment must be made by transfer to Supplier. The Supplier is not obliged to accept payment by cheque or bill of exchange; in any case, the presentation of the cheque or bill of exchange takes place only in lieu of formal payment.

Presentation does not result in deferral of the due date of the receivable. Costs of encashing a cheque or bill of exchange are borne by the Customer. If the Customer pays with means of payment obtained by the Customer through the discounting



of an 'acceptor bill of exchange', the payment claim is extinguished only once the bill of exchange is honoured by the Customer.

8.3 When the payment deadlines referred to in accordance with Point 8.1 pass in vain, the Customer is deemed to have defaulted. Interest is imputed on the price during the period of default at the prevailing statutory default interest rate. The Supplier retains the right to claim for further default-related losses. The right to bring a claim against merchants for commercial due-date interest (Section 353 of the Commercial Code) remains unaffected by this.

8.4 Costs of providing security, letters of credit in the case of international transactions, etc. are borne by the Customer.

9. Retention rights, offset, assignment and rescission

9.1 The Supplier is entitled, in the event of payment arrears on the part of the Customer, to make further deliveries dependent on the payment arrears being cleared in full.

9.2 The Supplier is furthermore entitled to refuse to make the supply if, due to a circumstance occurring after the conclusion of the Contract, it is feared that the Customer's consideration will not be received in full and a timely manner, unless the Customer pays the consideration or provides sufficient security. This applies in particular where the credit insurer of the Supplier has refused following conclusion of the Contract to insure the purchase price for the payment of the item to be delivered due to the Customer's lack of creditworthiness or the Supplier becomes aware of enforcement measures against the Customer and/or documented failures to honour a cheque or bill of exchange of the Customer.

9.3 Offset against the Customer's counterclaims which are contested, are not the subject of a declaratory judgment, and are not ready for declaratory judgment is precluded. If the Customer, on conclusion of the Contract, is acting in the exercise of his commercial or independent professional activity, his notifications of defects affect neither his payment obligation nor the due date, and he waives his right to refuse performance and/or his right of retention, unless the Supplier or, as the case may be, his statutory representatives or vicarious agents commit gross contractual breaches or the counterclaims of the Customer giving rise to the right to refuse performance or, as the case may be, the right of retention are uncontested, are the subject of a declaratory judgment, or are ready for declaratory judgment. In the event of defects in the delivery, the Customer's own rights, in particular in accordance with Point 10.7 of these General Business Conditions, remain unaffected by this.

9.4 The Customer is not entitled to assign or transfer to third parties receivables due from the Supplier or rights enforceable against the Supplier arising out of the business relationship with the Supplier's consent. The same applies to receivables from and rights enforceable against the Supplier arising directly out of statute.

9.5 If, after the conclusion of the Contract, it becomes clear that the Supplier's payment claim is jeopardised by the Customer's insolvency (e.g. through the filing of an application for the institution of insolvency proceedings), the Supplier is entitled in accordance with the statutory rules to refuse performance and – where applicable after the setting of a deadline – to rescind the Contract (Section 321 of the Civil Code). In the case of contracts concerning the manufacture of tailored items (items made to order), the Supplier may declare rescission immediately; the statutory rules concerning the redundancy of setting a deadline remain unaffected by this.



10. Guarantee

10.1 For the rights of the Customer in the event of physical and legal defects (including delivery of the wrong items, shortfalls in quantity, and incorrect assembly or incorrect assembly instructions), the statutory rules apply, unless otherwise indicated below. In all cases, the statutory special rules on the final delivery of the item to a customer remain unaffected (supplier recourse in accordance with Sections 478 and 479 of the Civil Code). Recourse claims in accordance with Sections 478 and 479 of the Civil Code may be brought only where it was legitimate for the consumer to make such a claim and only to the statutory extent, but such claims are not possible in the case of goodwill arrangements not agreed with the Supplier, and they require the person entitled to make the recourse claim to have fulfilled his own duties, in particular the fulfilment of his obligations to notify defects.

10.2 Where the characteristics of the supply were not agreed, it must be determined in accordance with the statutory system whether or not a defect is present (Section 434 Paragraph 1 lines 2 and 3 of the Civil Code). For the public statements of third parties (e.g. advertising statements), the Supplier assumes no liability, however.

10.3 For items manufactured in accordance with drawings or specifications of the Customer, the Supplier assumes only liability in respect of physical defects, for fulfilment in accordance with specifications. The mandatory liability under the Product Liability Act and for intent and gross negligence remains unaffected by this.

10.4 The Supplier assumes no liability for a specific useful economic life of the item, in particular in the presence of more taxing operating conditions of which he was previously unaware. The Supplier does not guarantee that the supply works faultlessly with other items.

10.5 Where the Customer is a merchant, defect-related claims by the Customer require him to have fulfilled his statutory investigation and defect-notification obligations (Sections 377 and 381 of the Commercial Code). If a defect is revealed by the investigation or later, he must notify the Supplier thereof immediately and in writing. A notification is deemed to have been made immediately if made within 5 working days, although the timely despatch of the notification suffices for the deadline to be met. Regardless of this obligation to perform an investigation and notify defects, the Customer must notify obvious defects (including deliveries of the wrong items or shortfalls in quantity) within 5 working days from delivery and in writing, with the timely despatch of the notification sufficing in this instance also for the deadline to be met.

10.6 If the item delivered is defective, the Supplier can first of all choose whether he will perform rectification through elimination of the defect (repair) or through supply of a non-defective item (replacement delivery). The right of the Supplier to refuse rectification under the statutory conditions remains unaffected by this.

10.7 The Supplier is entitled to make the rectification due conditional on the Customer paying the purchase price due. The Customer is entitled, however, to retain a percentage of the purchase price which is proportionate to the defect.

10.8 The Customer must provide the Supplier with the required time and opportunity to effect the rectification due, in particular to submit the item concerning which a complaint has been made for testing. In the event of replacement delivery, the Customer must return the defective item in accordance with the statutory rules. Rectification includes neither extraction of the defective item nor reinstallation if the Supplier was not originally obliged to perform installation.



10.9 The costs required for testing and rectification, in particular transportation, road haulage costs, labour, and materials costs (but not extraction and installation costs) are borne by the Supplier, if there is an actual defect.

If a demand by the Customer for a defect to be rectified turns out to have been illegitimate, the Supplier may demand that the costs arising out of this be reimbursed by the Customer.

10.10 In urgent cases, e.g. in the event of a risk to operational safety or to prevent disproportionate losses, the Customer may himself eliminate the defect and demand from the Supplier the reimbursement of the costs objectively required to this end. The Supplier must notify his own performance of such measures immediately, where possible in advance. The Customer's right to perform such measures himself is not available where the Supplier would have been entitled to refuse corresponding rectification in accordance with the statutory rules.

10.11 If the rectification fails or the suitable deadline to be set by the Customer for rectification passes in vain or is redundant in accordance with statutory rules, the Customer may rescind the purchase contract or reduce the purchase price. In the case of an immaterial defect, there is no right of rescission, however.

10.12 The Customer may make claims for compensation for losses or the reimbursement of costs incurred in vain only in accordance with Point 11, and such claims are otherwise precluded.

10.13 Unless statutory rules so prohibit, defect-related claims against the Supplier are precluded in particular in the following cases:

- a) The Customer has arranged for a third party to make changes to the supply or he himself has processed the supply.
- b) The Customer has failed to comply with certain instructions for use associated with the supply, provided by the Supplier, in particular

the processing and/or assembly instructions accompanying or glued to the item, or he is using accessories or spare parts not supplied by the Supplier in connection with the supplies made by the Supplier.

- c) The Customer is not using the supply for the purpose envisaged in the Contract or, as the case may be, for its usual purpose, has not assembled it correctly or is not operating the supply correctly, in accordance with prevailing scientific and technical knowledge.
- d) Physical defects are not reducing the value or usefulness of the item or are doing so to only a negligible extent.

11. Liability, loss level

11.1 Unless otherwise indicated in these General Business Conditions, including the following provisions, claims by the Customer arising in the event of a breach of contractual and extracontractual obligations by the Supplier – in particular in cases of impossibility of making the supply or a delay in making the supply – are made in accordance with the relevant statutory provisions.

11.2 The Supplier is liable for compensation – regardless of the legal basis – in the event of intent and gross negligence. In the event of simple negligence, the Supplier is liable only:

- a) For losses arising out of loss of life, injury, or damage to health,
- b) For losses arising out of a breach of a material contractual obligation (an obligation whose fulfilment is required for the due performance of the Contract and whose discharge the contractual partner regularly relies on and may rely on); in this instance, the Supplier's liability, however, is limited to compensation for foreseeable, typically occurring losses.

11.3 The limitations of liability arising out of Point 11.2 do not apply where the Supplier remains deceitfully silent concerning a defect or has



assumed a guarantee for the characteristics of the item. The same applies to claims of the Customer in accordance with the Product Liability Act.

11.4 In respect of a breach of obligation not concerning a defect, the Customer may rescind or terminate only if the Supplier is responsible for the breach of the obligation. Free right of termination on the part of the Customer (in particular in accordance with Sections 650 and 648 of the Civil Code) is precluded. Otherwise, the statutory conditions and legal consequences apply.

12. Product liability

12.1 If, in the countries in which the Customer will sell its item onward, there are different product liability or, as the case may be, product safety provisions, in particular tougher ones, the Customer must notify this to the Supplier when placing the order.

12.2 In this case, the Supplier is entitled within one month to rescind the Contract. If the Customer fails to make this notification, the Supplier may rescind the Contract within one month from learning of the legal situation in question.

12.3 In the latter case, the Customer is obliged to indemnify the Supplier against the claims of third parties extending in scope beyond the supply obligation of the Supplier in the case of a comparable product liability case in Germany. This applies also if the Supplier upholds the Contract.

13. Limitation

13.1 In deviation from Section 438 Paragraph 1 No. 3 of the Civil Code, the general limitation period for claims in respect of physical and legal defects is one year from delivery, and three months from delivery in the case of the delivery of spare parts and from provision in the case of the provision of services. Where an acceptance

procedure is agreed, the limitation period begins with the completion of the acceptance procedure.

13.2 This is without prejudice to statutory special rules for third party claims for surrender in respect of rights in rem (Section 438 Paragraph 1 No. 1 of the Civil Code), in the event of deceit on the part of the Supplier (Section 438 Paragraph 3 of the Civil Code), and in respect of claims in the context of supplier recourse in the event of final delivery to a consumer (Section 479 of the Civil Code).

13.3 The above limitation periods referred to in the UN Convention on Contracts for the International Sale of Goods apply also to contractual and extracontractual compensation claims made by the Customer based on a defect in the item, unless the application of the standard statutory limitation period (Sections 195 and 199 of the Civil Code) would result in a shorter limitation period in the individual case in question. The limitation periods provided for in the Product Liability Act remain in any case unaffected. Otherwise, the compensation claims of the Customer in accordance with Point 11 are subject exclusively to the statutory limitation periods.

14. Retention of title

14.1 Until full payment of all current and future receivables of the Supplier arising out of the purchase contract and the ongoing business relationship (validated receivables), the Supplier retains title to the items sold.

14.2 The items subject to retention of title may not be pledged to third parties or assigned as security before full payment of the validated receivables. The Customer must inform the Supplier immediately and in writing if and to the extent that third parties gain access to the items belonging to the Supplier.

14.3 In the event of conduct by the Customer in breach of the Contract, in particular if the purchase



price due is not paid, the Supplier is entitled, in accordance with the statutory provisions, to rescind the Contract and to demand return of the item on the basis of the retention of title and the rescission.

If the Customer does not pay the purchase price, the Supplier may exercise these rights only if he has previously set the Customer a suitable deadline for payment in vain or setting such a deadline is redundant in accordance with the statutory rules.

14.4 The Customer is entitled, in the ordinary course of business, to resell and/or process the items subject to the retention of title. In this case, the following provisions apply additionally:

- a) The retention of title extends to the products manufactured through processing, mixing, or combining of the items supplied at their full value, with the Supplier deemed the manufacturer. If, in the event of processing, mixing, or combination with the items of third parties, retention of title thereto persists, the Supplier acquires co-ownership in proportion to the book value of the items processed, mixed, or combined. Otherwise, the same applies to the product manufactured as to the item delivered subject to retention of title.
- b) The receivables due from third parties arising out of the resale of the item or the product are hereby assigned by the Customer to the Supplier in full or, as the case may be, at the level of any co-ownership share of the Supplier in accordance with the previous paragraph by way of security. The Supplier accepts the assignment. The Customer's obligations referred to in Paragraph 2 apply also in relation to the receivables assigned.
- c) The Customer remains entitled to collect payment in respect of the receivable side-by-side with the Supplier. The Supplier undertakes not to collect payment in respect of the receivable whilst the Customer is fulfilling his payment obligations towards the Supplier, the Customer does not fall into payment arrears, no application is filed for the institution of insolvency proce-

dings, and there is no other impairment of his solvency. If any of these is the case, however, the Supplier may demand that the Customer notifies to him the receivables assigned and the related debtors, provides him with all information required for collection, provides him with the pertinent documents, and notifies the assignment to the debtors (third parties).

- d) If the realisable value of the security exceeds the Supplier's receivables by more than 10%, the Supplier will release security at the request of the Customer and at his own discretion.

15. Software

Software is made available to the Customer exclusively within the context of the EULA. Its content can be viewed by the Customer at any time at the Supplier's website:

<https://www.spektra-dresden.com/en/legal.html>

16. Confidential information

16.1 If there is a separate secrecy or confidentiality agreement, this is an integral part of the Contract in place between the Supplier and the Customer. If there is no such agreement, the following applies: All materials, products, and/or software made available by the Supplier and the information contained therein designated as confidential (except for information expressly intended for public dissemination or subject to mandatory disclosure on the basis of a judicial or other public order) constitute commercial secrets within the meaning of the Commercial Secret Act, are passed on to the Customer confidentially, and must be stored by him with due commercial care, in particular involving protection using suitable measures to maintain secrecy. The Customer may pass such information on to such employees or representatives who are obliged on the basis of their contractual obligations towards the Customer to store confidential information. The Customer will keep secret all confidential information indefinitely.



16.2 Unless secrecy or other legitimate interests of the Customer demonstrably stand in the way, the Supplier is entitled, following prior announcement, to inspect the supply delivered at the premises of the Customer and to show them to interested parties of the Supplier.

17. Data protection

17.1 The Supplier collects, processes, and uses the data of the Customer, where this is required for the establishment, implementation, or termination of the contractual relationship. Further collection, processing, and use of Customer data take place only where a legal provision allows this or the Customer consents to this.

17.2 The Supplier is entitled to transfer Customer data to third parties to the required extent (in particular to the partners thereof), where this is necessary to implement the contractual relationship. Customer data are passed on to the required extent to transportation firms, credit firms, or other service providers deployed to provide the service or fulfil the Contract, where this is necessary to deliver the items or process payment.

17.3 These firms may use the Customer data only to fulfil the Contract and may not use them for other purposes. For the delivery of items ordered, the partner firm receives the Customer's name and address and the time window for the delivery, plus the Customer's telephone number, so that the delivery firm can reach the Customer if there are delivery-related difficulties.

17.4 When a purchase is effected, the Supplier indicates to the Customer whether a partner firm is involved in the purchase and thus information concerning the purchase will be passed on to this partner firm. The Customer thus knows what partner is participating in the Contract. The Customer can find further information in the general data protection information of the Supplier at: <https://www.spektra-dresden.com/en/legal.html>

18. Venue, applicable law

18.1 The fulfilment location and venue for all disputes arising between the parties out of the contractual relationship (including those arising out of bills of exchange and cheques) is Dresden, where the Customer is a merchant, a legal entity governed by public law, or a ring-fenced public fund or the Customer has no general venue in the Federal Republic of Germany or has moved his venue abroad.

18.2 The Supplier is also entitled to sue at the court competent in respect of the Supplier's registered office.

18.3 All contractual and other legal relations between the parties are subject exclusively to German law, precluding application of the UN Convention on Contracts for the International Sale of Goods (CISG).

19. Severability clause

If a provision of these General Business Conditions or a provision of other agreements is or becomes invalid, this will not affect the validity of all other provisions or agreements.

Dresden, April 2020