



General Conditions of Purchase of RECA NORM GmbH ("RECA NORM")

I. Scope

(1) The present General Conditions of Purchase ("conditions of purchase") apply to all business transactions with business partners and suppliers of RECA NORM ("supplier") concerning the delivery of movable property ("goods" or "product(s)") and/or services, regardless of whether a supplier directly provides these goods and/or services or purchases them from third parties. These conditions of purchase apply only if the supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a public law entity or a special fund under public law.

(2) These conditions of purchase, as in effect at any given time, shall apply as framework agreement to any future contracts on the sale and/or the delivery of movable property and/or services with the same supplier without RECA NORM having to expressly refer to these conditions of purchase in each individual case; the latest version of our conditions of purchase can be accessed at www.recanorm.de/en/reca-norm/global-purchasing.

(3) The present conditions of purchase shall apply exclusively. Any conflicting, diverging or supplementary terms and conditions of the supplier are excluded, unless the extent of their incorporation into a contract is expressly defined and agreed to by RECA NORM in writing. This reservation of consent shall apply even if RECA NORM accepts deliveries from the supplier without reservation while being aware of the supplier's terms and conditions.

(4) Separate, individual agreements concluded with the supplier (including any supplements, changes and amendments) shall take precedence over the provisions in these conditions of purchase. However, these individual agreements require written form and/or RECA NORM's written confirmation to be effective.

(5) Any legally relevant representations and notices to be made to RECA NORM by the supplier after conclusion of the contract (incl. deadlines, reminders, rescission of a contract) need to be made in writing to be effective.

(6) References to statutory provisions are for clarification purposes only. Even without such references, legal regulations and statutory provisions generally apply without limitation unless they are expressly changed or excluded in these conditions of purchase.

II. Conclusion of a contract

(1) Orders by RECA NORM may not be considered placed unless submitted or confirmed in writing. Any deliveries made without written order will not be accepted. The order in the EDI procedure or comparable digital ordering system is considered equal to the written order confirmation. RECA NORM's failure to respond to offers, inquiries or other declarations of the supplier may only be deemed consent if this has been expressly agreed in writing in advance. Supplier shall point out obvious mistakes (e.g. typing or spelling errors) and/or incomplete orders or missing order documents to RECA NORM without delay so they can be revised or completed. Otherwise, the contract shall not take effect.



(2) A written order confirmation by the supplier is generally not required by RECA NORM, unless the supplier needs to change the order in terms of quantities, prices or delivery dates. However, if expressly requested by RECA NORM, supplier shall confirm the order in writing within a period of one (1) week or process the order without reservation and without delay.

Any delayed or changed order acceptance shall be deemed a new offer requiring acceptance by RECA NORM. The same shall apply to any acceptance of an extended or limited or otherwise changed order.

(3) Supplier shall provide all offers, designs, drafts and samples free of charge. At RECA NORM's request, supplier shall take these back at its own expense and without delay.

(4) Strike, lock-out, disruption of operations, administrative or judicial demands and other events beyond the reasonable control of RECA NORM that may reduce RECA NORM's demand shall be deemed a force majeure event and entitle RECA NORM to rescind the contract.

III. Delivery times and delays in delivery

(1) The delivery date given by RECA NORM in the order is binding. In the event the supplier can reasonably foresee that the agreed delivery times cannot be met, the supplier shall notify RECA NORM in writing without delay of the reasons for and the length of the expected delay. Before the agreed delivery date, partial deliveries or early deliveries may only be made with the prior written consent of RECA NORM.

(2) Should the supplier fail to render the agreed performance or fail to do so within the agreed delivery time, or should supplier default on the delivery, RECA NORM's rights - especially those to rescission of the contract and damages - shall be subject to statutory requirements. However, nothing in this paragraph shall exclude or in any way limit the provisions in paragraph 3.

(3) In the event the supplier defaults on a delivery, RECA NORM may claim a contractual penalty in the amount of EUR 50 per delayed customer delivery and delayed article. In this respect, the supplier waives the defense of treating consecutive violations of this provision as one violation for the purpose of this provision (Einrede des Fortsetzungszusammenhangs). RECA NORM may claim this contractual penalty in addition to actual performance of the contract as minimum damages in accordance with statutory requirements; RECA NORM reserves the right to claim additional damages. In the event RECA NORM accepts the delayed performance, the contractual penalty will be claimed upon final payment at the latest.

(4) RECA NORM will continue to claim full delivery, unless the supplier fully compensates RECA NORM for the delivery at RECA NORM's request. Acceptance of the delayed delivery shall not be construed as a waiver of any damages or contractual penalty claims.

IV. Delivery, transfer of risk, delays in acceptance, packing

(1) Unless agreed otherwise in individual cases, all deliveries shall be made free of charge (DDP named place of destination acc. to INCOTERMS 2010) to the destination named in the order. Unless agreed otherwise, all deliveries shall be made to RECA NORM's head office in Germany, 74635 Kupferzell, Am Wasserturm 4, if no place of destination has been named in the order. The place of destination is also the place of performance.



(2) The risk of accidental loss of or accidental damage to the goods or services passes to RECA NORM when the goods or services are delivered at the place of performance. In case acceptance of the goods or services is agreed, the risk passes upon acceptance.

(3) Default of acceptance on the part of RECA NORM is subject to statutory requirements. The supplier has to expressly offer performance to RECA NORM even if a certain time period has been or is to be agreed for an action or involvement of RECA NORM. If RECA NORM is in default of acceptance, the supplier may claim compensation for any additional costs incurred in accordance with statutory requirements.

(4) The obligation of the supplier to take back packing and packaging is subject to statutory provisions. The goods shall be packed such that transport damage is prevented. Packing and packaging materials shall only be used to the extent required to achieve this purpose. Only environmentally friendly materials may be used.

V. Duties to inform, subcontractors

(1) The supplier shall inform RECA NORM in writing of any changes to manufacturing processes, changes in materials or upstream deliveries of parts for products or services, changes in manufacturing locations as well as of changes to processes or facilities for the testing of parts or any other quality assurance measures in good time. To the extent necessary, RECA NORM may examine whether the above changes have a negative effect on the product. Upon request, the supplier shall provide all documents required for such an examination and allow for audits to the extent required.

(2) RECA NORM must be notified in writing of the use of subcontractors, freelance staff, upstream suppliers and other third parties ("authorized agents") who are no actual employees of the supplier in the provision of the agreed goods or services. The supplier shall ensure in its contractual relationships with authorized agents that all goods and services are provided fully and in due form, the due and timely provision of goods and services can be monitored through appropriate documentation as well as regular audits by RECA NORM and that all obligations arising under the contract with RECA NORM also apply to the contractual relationship with the authorized agent.

(3) Authorized agents shall be considered legal representatives of the supplier within the meaning of the German Civil Code. Losses, delays, interruptions, insufficient performance or any other defects or errors in the deliveries and services of the authorized agents, regardless of the cause of these losses, shall not release the supplier from its obligations under the contract concluded with RECA NORM.

(4) In the event the supplier or one of its authorized agents has to provide services on the premises of RECA NORM, the supplier shall ensure the authorized agents have signed the external company agreement presented by RECA NORM before provision of the services and that this external company agreement as well as all other provisions contained in RECA NORM's plant regulations are observed fully by the persons concerned.



VI. Prices, invoices, payment terms, set-off and retention

(1) The price shown in the order is binding. All prices are exclusive of VAT even if VAT is not shown separately. This also applies to any additional services performed by supplier.

(2) Unless otherwise agreed in individual cases, the price shall include all services and additional services provided by the supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances). If an "ex works", "ex warehouse" price or the like is agreed, supplier shall use the preferred forwarder specified by RECA NORM.

Price demands have to be announced by supplier in writing at least three months before the beginning of the new quarter. This announcement does not automatically constitute acceptance of the demand.

(3) The invoice shall be sent as Portable Document File (PDF) including the invoice number, order number, quantity, price and other order details (including, but not limited to, the RECA NORM article numbers) to warenrechnung@recanorm.de. Invoices shall be sent separately from goods deliveries. Any deliveries from territories outside the EU's customs area must include a copy of the invoice or a pro forma invoice.

(4) Payments shall be made in accordance with the agreed payment terms. Payments by bank transfer shall be considered made in due time provided the transfer order by RECA NORM is received by RECA NORM's bank before expiry of the payment term. RECA NORM may not be held responsible for delays caused by the banks involved in the payment process. Payments are only made after receipt of a proper and correct invoice.

(5) RECA NORM will not be held liable for any interest after due date within the meaning of Section 353 of the German Commercial Code (HGB). Any late payment interest charged may be five (5) percentage points above the base rate. Any payment delays on the part of RECA NORM are subject to statutory requirements. Without prejudice to the above provision, a written reminder by the supplier is always required before RECA NORM may be considered in default.

(6) RECA NORM may exercise its legal rights of set-off and retention as well as the right to refuse performance in accordance with Section 320 BGB if the customer fails to render the agreed consideration. RECA NORM's rights include, but are not limited to, the right to refuse payment, provided RECA NORM still has outstanding claims against the supplier resulting from incomplete or defective goods or services.

(7) The supplier may only claim a set-off or exercise its right of retention to the extent that its claim is uncontested or has become res judicata.

VII. Retention of title and provision of materials

(1) Title to the goods shall pass to RECA NORM upon delivery regardless of whether the price has already been paid. However, in the event RECA NORM accepts an offer of the supplier subject to full payment of the agreed price in individual cases, title to the goods shall pass upon full payment of the goods delivered. Any extended reservation of title on the part of the supplier is hereby excluded.



(2) The supplier processes, blends or combines materials provided by RECA NORM on behalf of RECA NORM. Both parties agree that RECA NORM acquires joint ownership of the new products created proportionate to the value of the materials provided RECA NORM compared to the total value of the new products. Supplier shall store these new products for RECA NORM until delivery.

VIII. Confidentiality, documentation and references

(1) Supplier shall not disclose to third parties any commercial or technical information provided or made accessible by RECA NORM, to the extent this information is not already publicly known, and may only provide this information to persons required for the performance of deliveries to RECA NORM in the course of their own business operations, provided these persons are also subject to appropriate non-disclosure obligations.

(2) RECA NORM reserves all property rights and copyrights in and to all documents and other resources made available to supplier for the execution of an order placed by RECA NORM including, without limitation, drawings, illustrations, designs, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other documents, tools, parts and materials. All of the above documents and resources may only be used for the performance of the agreed contract and shall be returned (including any copies or other records made) to RECA NORM upon performance of the contract. Any works or products created on the basis of documents and resources provided by RECA NORM may not be used by the supplier nor offered or delivered to third parties.

(3) Any technical documentation, drawings, diagrams, tables, charts, photographs, layout templates and other documentation – be it on data storage mediums, printed copies or printing materials – as well as all samples, tools, materials and other operating resources provided by the supplier shall become property of RECA NORM upon provision by the supplier. To the extent legally permissible, RECA NORM shall further receive all property rights and rights of use and exploitation in all aforementioned copyrightable works. The transfer of the above rights does not require any separate remuneration by RECA NORM; it is fully covered by the prices given in the orders.

(4) Without RECA NORM's express prior written consent, the supplier may not use the business relationship between the supplier and RECA NORM as a reference in any form whatsoever.

IX. Defective deliveries

(1) Unless otherwise provided below, the rights of RECA NORM in the event of material and/or legal defects and/or other breaches of duty by the supplier are subject to statutory requirements.

(2) In accordance with statutory requirements, the supplier's liability shall include, without limitation, the assurance that the goods have the agreed quality at the passing of risk to RECA NORM. The product descriptions which have been incorporated into an individual contract – for instance by reference thereto in RECA NORM's order – and therefore constitute part of the subject matter of this contract or which have been included in the contract in the same way as these conditions of purchase shall be deemed the agreed nature and quality of the goods. Within the meaning of the above provision, it does not matter whether the product description has been provided by RECA NORM or by the supplier.



(3) Notwithstanding the provisions in Sec. 442, para. 1, sentence 2, BGB, RECA NORM shall be entitled to claims for defects without limitation even if RECA NORM did not become aware of the defect upon conclusion of the contract due to gross negligence.

(4) The legal obligation to examine goods upon delivery and notify the delivering party of any defects shall be subject to the applicable statutory provisions (Secs. 377 and 381 HGB) with the following exception: RECA NORM's obligation to check goods upon delivery shall be restricted to defects that can be detected by RECA NORM's incoming goods inspections by means of visual checks including the delivery documents and by random checks of RECA NORM's quality assurance personnel (e.g. damage in transit, wrong or short deliveries). In case acceptance has been agreed, RECA NORM shall not be obliged to check the goods. In all other respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case.

The above provision does not affect the obligation to notify supplier of defects discovered at a later time. In all cases, a complaint by RECA NORM (notice of defects) shall be considered to have been made in due time and without delay if the supplier receives this notice within 10 calendar days.

(5) The supplier shall bear all inspection and rectification costs (including any removal and installation costs) even if it is discovered that the goods in question were not defective. RECA NORM's liability to provide compensation for damage caused by unjustified claims for the rectification of defects remains unaffected. However, RECA NORM shall only be liable if RECA NORM was aware of the fact that the goods in question were not defective or was grossly negligent in failing to recognize the absence of any defects.

(6) In the event the supplier does not fulfill its obligation to provide a remedy (either by rectifying the defect or by delivering a non-defective product as chosen by RECA NORM) within a reasonable period determined by RECA NORM, the latter may rectify the defect itself and claim compensation for the expenses and/or an advance payment from supplier. In case the supplier's remedial measures were not successful or would impose an unreasonable burden on RECA NORM (e.g. because of special urgency, operational safety hazards or the potential of excessive damage) no grace period needs to be determined. RECA NORM shall notify supplier without delay – if possible in advance.

(7) In the event the supplier provides a replacement delivery as a remedial measure, the replacement goods will again be subject to the original limitation period, unless the supplier expressly and effectively declares that the replacement delivery was made out of goodwill and/or to avoid disputes and/or to secure the continuation of the supplier relationship.

(8) In all other respects, RECA NORM shall be entitled to reduce the purchase price or rescind the contract in accordance with statutory requirements in case of material or legal defects. RECA NORM may further claim damages and the reimbursement of expenses in accordance with statutory requirements.

(9) In the event RECA NORM discovers a defect in a product delivered by the supplier or a defect is discovered as a result of a justified customer complaint at a later time and the product has to be returned and/or blocked by RECA NORM for this reason, the supplier shall pay a flat handling fee in the amount of EUR 100 to RECA NORM. This handling fee may not be offset against any resulting claims for damages. RECA NORM may collect defective items, including, but not limited to, bulk items, and return them to the supplier in larger shipping units. The supplier shall pay a handling fee of EUR 100 for each return shipment of defective products. In this respect, the supplier waives the defense of



treating consecutive violations of this provision as one violation for the purpose of this provision. In this case the supplier shall bear all rectification costs and other expenses incurred by RECA NORM.

(10) Any products marked with the RECA NORM brand which have been legitimately returned or not accepted by RECA NORM must be destroyed by the supplier and may not be sold on to third parties. Each violation of this provision shall be subject to a penalty amounting to twice the value of the goods, but no less than EUR 15,000. The defense of treating consecutive violations of this provision as one violation for the purpose of this provision is hereby excluded.

X. Supplier recourse

(1) RECA NORM may seek legal recourse within a supply chain (supplier recourse in accordance with Secs. 478, 479 BGB) in addition to any claim made by RECA NORM based on any defect in the quality or condition of the goods. RECA NORM's right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from the supplier that RECA NORM has to provide to its customer in the case in question. However, the above provision does not in any way limit RECA NORM's right to choose an appropriate remedy (Sec. 439, para. 1, BGB).

(2) Before RECA NORM recognizes or settles a claim for defects made by a customer (including reimbursement of expenses in accordance with Secs. 478, para. 3, and 439, para. 2, BGB), RECA NORM shall notify supplier, provide a brief description of the matter and request a written statement from the supplier. If this statement is not provided within a reasonable period of time and no amicable solution can be found, the compensation which was actually provided by RECA NORM shall be deemed owed to the RECA NORM customer. In such a case, the supplier retains the right to provide proof to the contrary.

(3) Any claims made by RECA NORM under paragraph 1 shall also apply if the goods have already been processed or treated further by RECA NORM or a customer of RECA NORM, e.g. through installation, before being sold on to a consumer.

XI. Product liability and compulsory insurance

(1) The supplier shall indemnify RECA NORM against any product liability claims made against RECA NORM to the extent the damage incurred is the result of a defect of the goods delivered by the supplier. This provision shall also apply to liability claims resulting from fault or negligence on the part of the supplier. To the extent the cause of the damage falls under the responsibility of the supplier, it is the supplier's responsibility to establish that it is not liable.

(2) Under the above indemnification provision, supplier shall bear all costs and expenses incurred by RECA NORM in connection with claims made by third parties including any recall campaigns conducted by RECA NORM. RECA NORM shall notify the supplier in advance of any recall measures, make sure supplier can assist in the recall and coordinate the efficient execution of the recall with supplier. However, this is not necessary if the notification and involvement of the supplier is impossible because of the urgency of a recall.

(3) Further, the supplier shall be liable for any damage incurred by RECA NORM as a result of reasonable precautions to limit any claims under non-contractual liability which fall under the responsibility of the supplier (e.g. public advertisements).



(4) The above provisions shall apply without prejudice to any further legal claims by the parties.

(5) For the duration of the contractual relationship with RECA NORM, the supplier shall maintain a sufficient product liability insurance policy at their own expense. Upon request, supplier shall provide the corresponding proof of insurance to RECA NORM.

XII. Limitation periods

(1) Unless agreed otherwise in the provisions of this section, the parties' claims shall be subject to the statutory limitation periods.

(2) Notwithstanding the provisions in Section 438, paragraph 1, number 3, BGB, the standard limitation period for claims for defects shall be three years from the passing of risk. This three-year limitation period shall also apply mutatis mutandis to claims based on legal defects, without prejudice to the statutory limitation period governing third parties' proprietary claims for the return of property (Section 438, paragraph 1, number 1, BGB); claims based on legal defects shall not become statute-barred as long as third parties can still make claims against RECA NORM based on a legal defect.

(3) The limitation periods specified in the German sale of goods laws including the above extensions shall apply to all contractual claims based on defects to the extent legally permissible. Any non-contractual claims for damages based on a defect are subject to the applicable statutory limitation periods (Secs. 195, 199 BGB), unless the applicable German sale of goods laws require longer limitation periods in individual cases.

XIII. Export controls and customs duties

(1) The supplier shall inform RECA NORM in writing of any permit requirements for its goods resulting from the applicable German, European (EU), American (USA) export, tariff and trade laws as well as from the export, tariff and trade laws of the country of origin as early as possible before delivery. The supplier shall provide the following information and data:

- the export list number as specified in Annex AL of the German Foreign Trade and Payments Ordinance (AWV) or comparable list numbers of applicable export lists;
- the Export Control Classification Number (ECCN) of the US Commerce Control List, provided the goods are subject to the US Export Administration Regulations (EAR);
- the commodity code (HS/CN code);
- the country of origin (trade agreement / non-preferential origin), explanation of the label of origin D = third country / E = EU / F = EFTA;
- (long-term) suppliers' declarations for goods having preferential origin status (EU suppliers) or certificates of origin (non-EU suppliers);
- all other information and data required by RECA NORM for the export and import as well as the further distribution and reexport of the goods.

The supplier shall inform RECA NORM in writing of any changes in the above information and data without delay.

(2) In the event the supplier violates its contractual obligations under paragraph 1, the supplier shall bear all expenses and damage incurred as well as other disadvantages suffered by RECA NORM as a result of this violation (e.g. subsequent claims for foreign import duties, monetary fines). However, this provision shall only apply if supplier is responsible for this breach of contract.



XIV. Compliance

(1) The supplier shall observe the relevant technical standards (including, but not limited to, DIN standards, VDE regulations, VDI guidelines, DVGW rules) and the applicable legal and statutory regulations on product safety (including, but not limited to, the German Product Safety Act), the internationally accepted minimum labor standards, including, without limitation, all conventions of the International Labour Organization (ILO) on employment rights, working hours, and health & safety, as well as all other applicable legal and official regulations.

(2) Environmental protection plays an important role in RECA NORM's concept of quality. Supplier shall observe all applicable legal regulations on environmental protection and constantly work on the permanent reduction of any negative effects their activities may have on people and the environment.

(3) The supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labor or child labor.

(4) The supplier undertakes to observe the RECA Group Code of Compliance and the RECA Supplier Code of Conduct as amended and accessible at <https://www.recanorm.de/de/unternehmen/compliance/>.

(5) The supplier shall make sure that all authorized agents of the supplier who are in any way involved in the manufacturing of the products delivered to RECA NORM observe the obligations contained in the above paragraphs (1) to (3).

(6) The supplier warrants that the products to be delivered are in compliance with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). All substances contained in the products of the supplier that are not exempted from the obligation to register must be pre-registered or registered upon expiry of the transition periods in accordance with the provisions of the REACH Regulation.

(7) Suppliers based in a non-EU member state are obliged to appoint an only representative (OR) based inside the EU in accordance with Article 8 of the REACH Regulation whose name and address has to be disclosed to RECA NORM. The OR is responsible for fulfilling all the registration and other REACH obligations of the supplier. Any pre-registration or registration of a substance carried out by the OR shall be communicated to RECA NORM stating the registration number of the substance. Supplier shall notify RECA NORM immediately should the OR change or discontinue its activities.

(8) The supplier warrants that the products delivered by supplier do not contain any of the substances on the candidate list referred to in Article 59, paragraphs (1) and (10) of the REACH Regulation. The supplier shall inform RECA NORM immediately in writing should, for whatever reason, the delivered products contain substances on the candidate list; this also applies to additions / amendments to the candidate list. The supplier shall indicate the names of the individual substances and their respective percentage by weight as precisely as possible.

(9) In case the supplier delivers hazardous substances within the meaning of the German Hazardous Substances Ordinance (GefStoffV) or products which may release such substances during use, the



supplier must provide RECA NORM or its service providers with the data required to produce a safety data sheet without being requested to do so.

(10) The supplier also warrants that the products delivered are in compliance with the requirements specified in Regulation (EC) No. 1272/2008 (CLP). Non-EU suppliers' responsibilities include, but are not limited to, making sure their OR submits the necessary notifications to the Classification & Labeling Inventory in accordance with Articles 39-42 of the CLP Regulation for the products delivered.

(11) In the event the products delivered to RECA NORM by the supplier are subject to the Construction Products Regulation (EU) No. 305/2011 (CPR), the supplier shall provide RECA NORM with all information required for the preparation of declarations of performance and/or the declarations of performance prepared by the supplier in a suitable and permanent format and apply the CE mark and/or have the CE mark applied on these products in accordance with statutory requirements, including, but not limited to, the CPR and Art. 30 of Regulation (EC) No. 765/2008. With the application of the CE mark, the supplier warrants the construction product's conformity with the declared performance and the compliance with all applicable legal regulations governing the application of CE marks.

(12) The supplier shall observe all provisions on conflict minerals contained in Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). In the event conflict minerals are required for the production or the operation of the products delivered by the supplier, the origin of these conflict minerals must be disclosed. Upon request, the supplier shall provide RECA NORM and its associated companies with the complete documentation of the origin and use of conflict minerals as required by the Dodd-Frank Act without delay.

(13) In the event the supplier violates one of the above provisions, the supplier shall indemnify both RECA NORM and its associated companies as well as its customers against any costs, claims of third parties (including, without limitation, claims for direct or consequential damages) and any other disadvantages (e.g. fines) resulting from the violation of the above provisions. However, this provision shall only apply if the supplier is responsible for this breach of contract. Further, RECA NORM may, at any time, cancel the order in question with immediate effect and refuse acceptance of the corresponding delivery without incurring any costs. None of the above provisions shall exclude or in any way limit RECA NORM's rights to claim damages. Cancelling or refusing acceptance of the order does not constitute a waiver of claims for damages.

XV. Applicable law and place of jurisdiction

(1) These conditions of purchase and all legal relationships between RECA NORM and the supplier are subject to the laws of the Federal Republic of Germany under exclusion of all international and supranational (contractual) legal systems including, without limitation, the UN Convention on Contracts for the International Sale of Goods. The legal requirements and effects of the retention of title clause are subject to the laws applicable at the location of the goods to the extent the choice of German law is invalid or ineffective under the applicable national law.

(2) In the event the supplier is a businessperson within the meaning of Secs. 1 et seq., HGB, a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be the court of competent jurisdiction in Öhringen, Germany. RECA NORM does, however, reserve the right to also bring its claims against the supplier at the place of performance agreed for deliveries.



XVI. Severability clause

In case one of the above provisions should be invalid in any respect, this shall not affect the validity of the remaining provisions of these conditions of purchase. The parties agree that any invalid provision shall be replaced by a valid provision which approximates the commercial purpose of the invalid provision as closely as possible.

As of: November 2022