

# General Terms and Conditions of Purchase and Ordering of Sanitärtechnik Eisenberg GmbH

valid from: 01.12.2023

## 1 Scope of application

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- 1.1 The following General Terms and Conditions of Purchase and Ordering (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to all deliveries, services and offers of suppliers and contractors (hereinafter referred to as "Supplier") to Sanitärtechnik Eisenberg GmbH (hereinafter referred to as "we").
- 1.2 Our separate General Terms and Conditions of Sale shall apply to our deliveries and services.
- 1.3 Deviating general terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Our Terms and Conditions of Purchase shall also apply if we accept deliveries or services without reservation in the knowledge of conflicting or deviating terms and conditions. If we have communicated the Terms and Conditions of Purchase to a supplier in an ongoing business relationship, they shall also apply in their currently valid version if we place an order without expressly including the Terms and Conditions of Purchase.
- 1.4 These Terms and Conditions of Purchase shall only apply to entrepreneurs ("*Unternehmer*"), legal entities under public law ("*juristische Personen des öffentlichen Rechts*") or a special fund under public law ("*öffentlich-rechtliches Sondervermögen*") within the meaning of Section 310 (1) of the German Civil Code ("*Bürgerliches Gesetzbuch*"; hereinafter abbrev.: BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, is acting in the exercise of its commercial or independent professional activity.

## 2 General principles of cooperation with the supplier (ROCA GROUP Social Code of Conduct for Suppliers)

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- 2.1 As a member of the ROCA GROUP, we also follow its rules and standards on the principles of social and ethical behaviour. The ROCA GROUP's social code of conduct for suppliers therefore also forms the basis for any cooperation with our contractual partners. This code of conduct is also included in all supplier contracts by incorporating these terms and conditions of purchase. The ROCA GROUP's social code of conduct for suppliers can be viewed and printed out at the following link:  
[Code of Conduct ROCA](#)
- 2.2 When working with our suppliers, we expect our suppliers to comply with this social code of conduct.
- 2.3 Insofar as the supplier - with our consent - commissions a third party (e.g. subcontractor), this third party must also observe and implement the

ROCA GROUP's social code of conduct. In addition, the subcontractor must fulfil its legal obligations to pay taxes and social security contributions and meet the necessary requirements under trade law. The supplier is obliged to check the third parties compliance with the legal requirements and the ROCA GROUP's social code of conduct at regular intervals and to document this. Upon request, the supplier shall submit these documents to us for inspection.

- 2.4 Insofar as the law regulating the general minimum wage (German Minimum Wage Act - MiLoG) is applicable to the employees of suppliers and their subcontractors in accordance with § 22 MiLoG, the supplier shall indemnify us against all claims asserted against us by third parties due to this violation of the provisions of the Minimum Wage Act and shall reimburse us for all necessary expenses incurred in this connection.
- 2.5 A breach of the social code of conduct mentioned in Clause 2.1 and of the obligations in Clauses 2.2 to 2.4 by the supplier may be reason and cause for us to terminate the business relationship, including all associated supply contracts, for good cause.
- 2.6 Furthermore, the Supplier undertakes to adopt ethical business behaviour, in particular to take all necessary and appropriate measures to prevent corruption.

## 3 Conclusion of contract

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- 3.1 Before submitting an offer ("*Angebot*"), the supplier must thoroughly check the task we have set in the order/enquiry, including all requirements, and request any further information we may require.
- 3.2 Offers from suppliers are free of charge for us. If these deviate from our enquiry, the supplier must expressly draw our attention to this deviation.
- 3.3 All agreements made between us and the supplier in relation to the respective contract are based on our written order and these Terms and Conditions of Purchase. There are no verbal collateral agreements.
- 3.4 Delayed acceptance of our order by the supplier shall be deemed a new offer and shall require our express acceptance.
- 3.5 The Supplier is not authorised to have the service owed by it performed by third parties (e.g. subcontractors) without our prior written consent.

## 4 Prices

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- 4.1 Unless otherwise agreed, the prices agreed for deliveries and services are fixed prices and binding. They shall include all ancillary costs such as proper packaging, freight including any transport and liability insurance, customs duties, taxes, and shall be free of charge for us to the receiving centre/delivery address specified by us.
- 4.2 If the Supplier owes the provision of services, the price shall also include the ancillary services to be provided by the Supplier, such as assembly and installation, provision of tools, allowances and travelling expenses, in addition to the costs and ancillary costs listed in Clause 4.1.
- 4.3 All prices are inclusive of statutory value added tax if this is not shown separately.
- 4.4 Price increases, for whatever reason, shall only be recognised by us - even in the case of long-term supply contracts - if an express agreement has been reached on this.

## **5 Delivery time and delay in delivery**

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- 5.1 The agreed delivery or performance period shall commence on the date of our order. The deadlines are binding and must be strictly adhered to. The receipt of the goods by us or by the receiving centre designated by us shall be decisive for compliance with the deadlines.
- 5.2 The supplier is obliged to inform us immediately in writing if he is likely to be unable to meet agreed delivery times - for whatever reason. In this case, the supplier must notify us immediately, stating the reasons and the expected duration of the delay. Our rights and claims due to delayed delivery shall not be affected by this.
- 5.3 Premature deliveries or services are only permitted with our prior consent; otherwise we are entitled to reject them. We may also reject partial deliveries. If necessary, we shall be entitled to return the delivery or service at the supplier's expense and risk or to store it with a third party. Furthermore, we reserve the right, in the event of premature delivery, not to make payment until the originally agreed due date.
- 5.4 If the day on which the delivery is to be made at the latest can be determined precisely on the basis of the contract, the supplier shall be in default at the end of this day without the need for a reminder from us.
- 5.5 If the supplier does not provide the delivery or service or does not provide it within the agreed delivery period or is in default, our rights shall be determined in accordance with the statutory provisions, including the right to withdraw from the contract and the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period.
- 5.6 In the event of default, we shall also be entitled, after the fruitless expiry of a reasonable grace period set by us, to have the service not provided by

the supplier carried out by a third party at the supplier's expense.

- 5.7 If the supplier is in default, we shall be entitled to demand a contractual penalty ("*Vertragsstrafe*") of 0.5% for each full week of default, up to a maximum of 5% of the respective net order value; we reserve the right to claim further damages. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier. The supplier has the right to prove to us that no damage or significantly less damage has been incurred as a result of the delay.
- 5.8 If we accept the delayed performance, this shall not constitute a waiver of any claims for compensation to which we may be entitled. In this case, we shall assert the contractual penalty at the latest with the final payment.

## **6 Dispatch, delivery, place of fulfilment, acceptance, force majeure, transfer of risk**

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- 6.1 The goods must be packaged properly. Damage caused by improper packaging shall be borne by the supplier.
- 6.2 Each delivery must be accompanied by verifiable delivery notes ("*Lieferscheine*") stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- 6.3 In the case of drop shipments ("*Streckengeschäften*"), a detailed dispatch note ("*Versandanzeige*") or a copy of the delivery note with the same content must be sent to us in good time. Delivery notes and dispatch notes must not contain any pricing data.
- 6.4 The place of fulfilment ("*Erfüllungsort*") for the deliveries or services to be provided by the supplier is the place of receipt or delivery address specified by us. The respective place of destination is also the place of fulfilment ("*Bringschuld*"). If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our registered office in Eisenberg.
- 6.5 The risk of accidental loss and accidental deterioration of the goods ("*Gefahr des zufälligen Untergangs*") shall pass to us upon handover at the place of fulfilment. If acceptance ("*Abnahme*") has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work ("*Werkvertragsrecht*") and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance ("*Annahmeverzug*"), this shall be deemed equivalent to handover or acceptance.
- 6.6 In the case of deliveries and services for the provision of which our factory premises must be entered, the supplier and its employees undertake to

comply with our factory regulations ("*Werk-sordnung*"). The supplier shall ensure that this is also observed by its other vicarious agents.

## **7 Export control and customs, supplier declarations, proof of origin**

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7.1 The supplier is obliged to inform us in its business documents of any authorisation requirements for (re-)exports of its delivered goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods. For this purpose, the supplier shall provide the following data at least in its offers, order confirmations and invoices for the relevant goods items and shall provide us with the following documents immediately and free of charge without being requested to do so:

- a, Export restrictions in accordance with the Dual-Use Regulation (Regulation (EC) No. 428/2009 as amended) or in accordance with the "Ausfuhrliste" annex to the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*, abb.: AWV),
- b, the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List (if the goods are subject to the U.S. Export Administration Regulations - EAR-),
- c, the statistical commodity code according to the current commodity code for foreign trade statistics,
- d, the country of origin (non-preferential origin) and
- e, Supplier declarations of preferential origin (for deliveries from Germany and countries of the European Union).

7.2 If the supplier delivers goods to us that are subject to export control, he is obliged to provide us immediately with all further documents and information necessary for the application for a licence.

7.3 The supplier shall indemnify us against all costs and claims of third parties that arise as a result of incorrect, incomplete or erroneous original documents or statements.

7.4 The Supplier shall be responsible for obtaining or procuring all necessary official export licences, authorisations, consents and approvals at its own expense and in good time in order to ensure that the goods are delivered on time.

## **8 Invoicing and terms of payment**

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8.1 Invoices shall be issued separately for each order immediately after dispatch of the goods, stating the order number

- a, by e-mail to the central invoice address: [invoice@sanit.com](mailto:invoice@sanit.com) or

- b, in all other cases to the registered office of our administration Sanitärtechnik Eisenberg GmbH - Gewerbegebiet - In der Wiesen 8, D-07607 Eisenberg.

8.2 Invoices must comply with the requirements of § 14 ("*Umsatzsteuergesetz*"; abb.: UStG). The supplier shall be responsible for all consequences arising from non-compliance with these obligations, unless he can prove that he is not responsible for them.

8.3 Unless otherwise agreed, payments shall be made as follows:

- a, in the event of complete delivery, acceptance of the service and receipt of the invoice in the period from the 1st to the 15th of the current month, payment shall be made by the 30th of the current month with a 3% discount.
- b, in the event of complete delivery, acceptance of the service and receipt of the invoice in the period from the 16th to the 30th of the current month, payment shall be made by the 15th of the following month with a 3% discount;
- c, alternatively 60 days net.

The discount is deducted from the invoice amount including VAT.

8.4 The deadlines shall commence upon receipt of the invoice or, if the delivery or service arrives after the invoice, upon acceptance of the complete delivery of the goods including the associated documents without objection, but in no case before the agreed date of receipt of the goods. In the case of services for which acceptance is required (such as initial sample testing prior to series production or customised products), the payment period shall only commence after successful acceptance of the complete service including the documentation owed (e.g. tooling, test conditions, etc.). Prior to this, a claim from delivery and service is not due

8.5 In the case of bank transfers, payment is deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

8.6 We shall be entitled to rights of set-off ("*Aufrechnung*") and retention ("*Zurückbehaltung*") as well as the defence of non-performance of the contract ("*Einrede des nicht-erfüllten Vertrags*") to the extent permitted by law (in accordance with Sections 273, 320, 387 et seq. BGB). In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the supplier arising from incomplete or defective deliveries or services.

## **9 Force majeure**

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- 9.1 If we are prevented from fulfilling our contractual obligations (e.g. acceptance of the delivery or service of the supplier, payment, etc.) in whole, in part or temporarily due to an unforeseeable, unavoidable and extraordinary event (i.e. an event of force majeure ("*Höhere Gewalt*")), we shall not be responsible for this. For the duration of the hindrance, we shall be released from any obligation to act and shall not be liable for any resulting damages. In this case, we shall inform the supplier immediately of the beginning and end of such circumstances.
- 9.2 Force majeure events include in particular (but are not limited to) war, warlike conditions, revolution, coup, insurrection, natural disasters, riots, strikes, lockouts, blockades, epidemics, pandemics or other outbreaks of diseases and plagues, official orders and restrictions (e.g. production restrictions, embargoes), plant closures due to official orders or due to a massive loss of staff (e.g. due to illness or quarantine measures), shortages of raw materials and fuel, the occurrence and impact of which on the fulfilment of the contract cannot be prevented by us through reasonable measures.
- 9.3 If our impediment to performance is not only of a temporary nature due to the existence of force majeure or if our interest in the delivery or service to be provided ceases to exist in the course of the non-temporary period, we shall be entitled to withdraw from the contract in whole or in part without the supplier being able to claim damages from us for this.
- 10 Retention of title, provision of product components or materials, tools**
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- 10.1 We accept the simple retention of title ("*einfacher Eigentumsvorbehalt*") for the deliveries made by the supplier. This excludes all other forms of retention of title, in particular extended retention of title, forwarded retention of title ("*erweiterter, weitergeleiteter Eigentumsvorbehalt*") and retention of title extended to further processing ("*auf die Weiterverarbeitung verlängerter Eigentumsvorbehalt*"). Other forms of security shall only apply with our express consent.
- 10.2 Any processing, mixing or combination (further processing) or transformation by the supplier of items provided by us shall be carried out on our behalf. The same shall apply in the event of further processing of the delivery by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 10.3 If we provide the supplier with product components or materials, we retain title ("*Eigentum vorbehalten*") to these.
- a) If our reserved goods ("*Vorbehaltsware*") are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- b) If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis in the amount of the value of the item provided; the supplier shall keep the sole ownership or co-ownership for us.
- 10.4 Insofar as the security rights to which we are entitled in accordance with Clause 10.3 exceed the purchase price of all our reserved goods that have not yet been paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the supplier's request.
- 10.5 We reserve title to tools provided by us to the supplier. The supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is further obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at his own expense. At the same time, the supplier hereby transfers to us all claims for compensation arising from this insurance; we hereby accept the transfer. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all servicing and repair work at his own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 11 Claims for defects - assertion and limitation period**
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- 11.1 The statutory provisions (Sections 377, 381 of the German Commercial Code ("*Handelsgesetzbuch*"; abbrev.: HGB)) shall apply to the commercial duties of inspection and notification of defects, with the following proviso: Our duty of inspection shall be limited to defects which become apparent during our incoming goods inspection via external examination including the delivery documents as well as during our quality control in the random sampling procedure (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.
- 11.2 The notice of defects ("*Mängelrüge*") shall be deemed to have been made without delay and in good time if it is sent to the supplier within 7 working days ("*Arbeitstage*") of handover of the delivery at the destination specified by us or, in the case of hidden defects, within 2 calendar weeks of discovery of the defect. If the supplier has fraudulently

concealed the defects of the goods, he may not invoke a lack of notification of defects.

- 11.3 In the event of material defects and defects of title in the deliveries and services (including incorrect and short delivery as well as improper assembly, defective assembly or faulty operating instructions) and in the event of other breaches of duty by the supplier, we shall be entitled to the statutory claims for defects in full. In any case, we shall be entitled to demand that the supplier, at our discretion, remedy the defect or deliver a replacement. The supplier shall bear the expenses necessary for the purpose of remedying the defect or supplying a replacement. If the supplier fails to remedy the defect or make a replacement delivery within a reasonable period of time, or fails to do so adequately, or if an immediate remedy of the defect is necessary for urgent reasons, we may have the defects remedied at the supplier's expense or make covering purchases at the supplier's expense. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.
- 11.4 The Supplier shall be liable in particular for ensuring that the delivered goods have the agreed upon quality at the time of transfer of risk, are suitable for the use assumed under the contract and are handed over with the agreed accessories and the agreed instructions, including assembly and installation instructions, and comply with the assembly requirements pursuant to Section 434 (4) BGB.
- 11.5 The product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on quality. The deliveries and services must comply with the generally recognised rules of technology ("*Allgemein anerkannte Regeln der Technik*") applicable at the time of delivery or already foreseeable in the future as well as other statutory protective provisions, technical test regulations and accident prevention regulations. In particular, DIN standards must be complied with. Furthermore, the supplier shall be responsible for the quality of the material used, the professional design and execution of the deliveries and services provided by him.
- 11.6 The claims for defects to which we are entitled shall expire as follows:
- a, a service on a building ("*Bauwerk*") or a work, the success of which consists in the provision of planning and/or supervision services for this, within 6 years of acceptance of the work;
  - b, an item that has been used for a building in accordance with its normal use and has caused its defectiveness, within 6 years of delivery;
  - c, otherwise 3 years from handover of the delivery or acceptance of the service.
- 11.7 If the supplier fulfils its obligation of subsequent performance by means of a replacement delivery,

the limitation period for the goods delivered as a replacement shall begin to run anew after their delivery, unless the supplier has expressly and correctly reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

## **12 Proprietary rights, confidentiality, rights to tools, drawings or other means of production manufactured by the supplier for us**

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- 12.1 The supplier warrants that the goods delivered or the work created in connection with his delivery and service are free from third-party rights, in particular that no domestic or foreign industrial property rights are infringed. In the event of an infringement of industrial property rights, the supplier shall indemnify us against all claims asserted against us by third parties. In addition, the supplier is obliged to reimburse us for all necessary expenses in this connection in the event of a claim being made against us.
- 12.2 All order documents as well as drawings, models, samples etc. shall remain our property and may not be passed on to third parties or otherwise used by the supplier for his own purposes without our express consent, but only for the fulfilment of the order. They must be secured against unauthorised inspection or use and, unless otherwise agreed, must be returned to us in proper condition at the latest with the delivery. There is no right of retention; this also applies to copies. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known.
- 12.3 All technical data and other non-public commercial and technical details that become known to the supplier through the business relationship with us must be kept secret by the supplier. All technical data and other non-public commercial and technical details may only be used for the execution of orders for us and made accessible to those employees whose involvement is necessary for the execution of the work. In particular, the supplier is not authorised to use information received from us to register its own industrial property rights or to exploit it commercially in any other way.
- 12.4 Any breach of the obligations under clauses 12.1 to 12.3 shall oblige the Contractor to compensate us for the damage incurred and shall entitle us to withdraw from the contract in whole or in part for good cause.
- 12.5 If tools, drawings or other means of production are manufactured by the supplier on our behalf at our expense, it is agreed that these items shall become our property immediately after manufacture. In the event of only partial cost sharing, we shall acquire co-ownership in proportion to the share of costs. The supplier is revocably authorised to store these items for us carefully and free of charge. We

shall receive all copyright utilisation rights to these items for our sole use. We shall agree with the supplier on the specific conditions of the transfer of the copyright utilisation rights. The supplier is not authorised to use these items beyond the scope of the order without our consent. The supplier shall label these items in such a way that our ownership is also documented vis-à-vis third parties.

- 12.6 Suppliers may only advertise the business relationship with us with our prior written consent.
- 12.7 Subcontractors shall be engaged by the Supplier in accordance with Clauses 12.1 to 12.6.

### **13 Producer liability, quality assurance, indemnification, liability protection**

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- 13.1 If claims are asserted against us on the basis of product liability regulations due to a product defect or if we suffer damage in any other way in connection with the delivery of a defective product, in particular due to a recall, the supplier shall indemnify us against all claims asserted against us by third parties due to the product defect, insofar as the damage is based on a defect in the delivery or service for which the supplier is responsible.
- 13.2 The aforementioned indemnification claim also includes the costs of a recall action - even if only precautionary. To secure the indemnification obligation, the supplier is obliged - insofar as this is technically possible - to label the items delivered by it in such a way that they are permanently identifiable as its products.
- 13.3 In the event of a product defect, the cause of which lies within the supplier's sphere of control and organisation, we shall inform the competent authority in accordance with the provisions of the ProdSG (*"Gesetz über die Bereitstellung von Produkten auf dem Markt"*) after prior consultation with the supplier.
- 13.4 The supplier shall carry out quality assurance of a suitable type and scope and in accordance with the latest state of the art throughout the entire development and manufacturing process as well as documentation of all relevant data. In the event of a product liability claim, the supplier is obliged to provide us with the relevant documentation and records.
- 13.5 The supplier must take out product liability insurance with a lump sum cover of at least EUR 5 million per personal injury and property damage and maintain it for the duration of the contract, including the agreed liability period for defects. This must be presented to us upon request. If we are entitled to further claims for damages, these shall remain unaffected.

### **14 REACH Regulation, RoHS Directive**

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- 14.1 The supplier warrants to comply with the requirements of the EC Regulation 1907/2006/EC (hereinafter "REACH Regulation") and the EC Directive

2011/65/EU (hereinafter "RoHS Directive") including all current amendments in the version valid at the time of delivery and to fulfil all obligations incumbent on a supplier under the REACH Regulation and the RoHS Directive.

- 14.2 The supplier shall provide us with a safety data sheet in accordance with Article 31 of the REACH Regulation. In addition, the supplier shall be obliged to inform us without being requested to do so and immediately prior to a delivery if a substance within the meaning of Articles 57 to 59 of the REACH Regulation ("substance of very high concern") is contained in a mass concentration of more than 0.1 per cent in a product to be delivered or in the packaging of a product (Article 33 of the REACH Regulation). The supplier shall name the individual substances and inform us of the mass percentage as precisely as possible.
- 14.3 The supplier guarantees that all goods comply with the requirements of the RoHS Directive in the current version and shall also confirm RoHS conformity to us in writing in each case.
- 14.4 Suppliers who deliver goods from outside the European Union to the European Union undertake to carry out the necessary registrations for products listed in Title II of the REACH Regulation and to appoint an "Only Representative" in accordance with Article 8 of the REACH Regulation, who will fulfil the obligations of an importer arising from Title II of the REACH Regulation. The supplier shall inform us immediately if the Only Representative changes or ceases to act.

### **15 Prohibition of assignment**

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The supplier is not authorised to transfer rights from the contracts concluded with us to third parties without our consent. This shall not apply insofar as monetary claims are concerned

### **16 Place of jurisdiction and applicable law**

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- 16.1 German law shall apply exclusively; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules applicable in Germany are excluded.
- 16.2 The following applies to our contracts with suppliers who are merchants (*"Kaufleute"*) and who have their registered office in the EU states, Switzerland, Norway or Iceland:  
The exclusive place of jurisdiction is Eisenberg or the Jena Regional Court. However, we are also entitled to sue the supplier at its registered office.
- 16.3 The following applies to our contracts with suppliers who are merchants (*"Kaufleute"*) and who have their registered office in countries other than the EU states, Switzerland, Norway and Iceland:  
All disputes arising out of or in connection with supplies and services provided by us shall be finally settled under the Rules of Arbitration of the

International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The seat of arbitration shall be Eisenberg. The arbitration proceedings shall be conducted in German.

- 16.4 The language of the General Terms and Conditions of Purchase is German. Any German terms in brackets in the English version shall have the meaning under German law without recourse to English or any other law. In the event of any dispute over the wording and interpretation of the English version of the General Terms and Conditions of Purchase, the German version and the interpretation under German law shall prevail.

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