

General Terms and Conditions of Sale and Delivery of Sonepar Deutschland GmbH and its Affiliates
(hereinafter referred to as "Sonepar Terms and Conditions of Sale")

Section 1 General Provisions, Scope

- (1) Unless expressly agreed otherwise, the Sonepar Terms and Conditions of Sale apply to all contracts, deliveries and other services of Sonepar Deutschland GmbH and its affiliated companies as per Section 15 of the German Stock Corporation Act (AktG) (hereinafter jointly and individually referred to as "Sonepar") vis-à-vis non-consumers as per Section 310 (1) of the German Civil Code (BGB). A list of the respective affiliates is available for inspection, can be consulted at "www.sonepar.de" and will be sent to the purchaser upon request.
- (2) The Sonepar Terms and Conditions of Sale apply exclusively; any terms and conditions of the purchaser to the contrary or deviating from the Sonepar Terms and Conditions of Sale shall not be recognised unless Sonepar has consented to their validity expressly in writing.
- (3) Any agreements made between Sonepar and the purchaser that deviate from the Sonepar Terms and Conditions of Sale shall be recorded in a contract in writing.
- (4) The Sonepar Terms and Conditions of Sale also apply to all future business transactions with the purchaser.
- (5) Within the scope of an ongoing business relationship with the purchaser, the Sonepar Terms and Conditions of Sale shall form part of the contract even if no express reference is made to their inclusion in the individual case.
- (6) Sonepar reserves the right to adapt the General Terms and Conditions of Sale and Delivery at any time. The General Terms and Conditions of Sale and Delivery apply, particularly for future orders, in the current version at the time of the respective order.

Section 2 Quotes, Quote Documents, Delivery

- (1) All quotes submitted by Sonepar, irrespective of the form in which they are provided to the purchaser, are non-binding, unless otherwise agreed in writing, and apply subject to the ability of Sonepar's suppliers to deliver.
- (2) Statutory value-added tax is not included in the quoted price.
- (3) If delivery is agreed to a destination other than any of Sonepar's branches, the delivery obligation, unless otherwise agreed in writing, shall be limited to unloading on level ground at the recipient's kerbside. Sonepar is not obliged to unload cable drums with a weight exceeding 1,500 kg; instead this shall be carried out by the customer at his own cost.
- (4) Customer orders shall be deemed accepted if they are confirmed in writing by Sonepar or if they are delivered or, in the case of collection by the purchaser, made available immediately or within the agreed period.
- (5) Any oral subsidiary agreements or undertakings by employees or vicarious agents of Sonepar that go beyond the written contract of sale shall be valid only if they have been confirmed by Sonepar in writing.
- (6) Sonepar reserves the right to effect any amendments and/or extensions of the scope of delivery or performance that prove necessary in the execution of the respective order. Moreover, Sonepar reserves the right to deliver cable and wire products in excess or short lengths of 10%. The prices shall be adjusted accordingly in such cases. The purchaser may not derive any claims therefrom, in particular claims to the subsequent delivery of the respective difference to the ordered length or damages / compensation for expenses.
- (7) Sonepar reserves titles and copyrights to any figures, drawings, calculations and other documents received by the purchaser within the scope of the business relationship with Sonepar.
- (8) If after the conclusion of the contract Sonepar becomes aware of any facts, in particular any default in payment with regard to previous deliveries, that suggest according to the due assessment of a prudent businessman that the purchase price claim is at risk due to the purchaser's inability to pay, Sonepar shall be entitled, setting a reasonable time limit, to demand the purchaser to effect payment concurrently or provide corresponding security, at the purchaser's choice, and, in the case of refusal or after the expiry of the time limit, to rescind the contract, in which case any invoices for part deliveries that have already been effected shall become due immediately.
- (9) Any services of Sonepar that go beyond its duties as a seller, such as the provision of any advisory or planning services incumbent upon the purchaser vis-à-vis third parties, shall be agreed upon separately and shall be subject to a fee.
- (10) In addition, Sonepar shall be entitled to charge a supplementary fee for additional expenditure for each cable cut required in connection with cable orders by the customer that do not correspond to the manufacturing lengths, resulting in the need to cut the cable. The amount of the abovementioned cutting costs is shown in the price list displayed at Sonepar's offices or can be requested from Sonepar.
- (11) None of the terms used by Sonepar in connection with documents (catalogues, brochures, quotes, etc.) (in particular "warranted characteristics", "guaranteed performance", "guarantee", etc.) shall be deemed a guarantee as to quality as per Sections 443, 444, 639 of the German Civil Code. The statements made always constitute a description of the agreed quality and performance characteristics without constituting any guarantee as to quality as per the mentioned statutory provisions. Sonepar is not liable for advertising statements made by third parties, particularly advertising messages of manufacturers and their vicarious agents.
- (12) The occurrence of any delay in delivery shall be governed by the statutory provisions; in any case, the purchaser has to issue a written reminder. In the case of a delay in delivery, the liability of Sonepar shall be limited to 5% of the net delivery value affected by the delay in delivery.

Section 3 Prices and Terms of Payment

- (1) Unless otherwise agreed, the purchase price is due without any deductions immediately upon taking delivery of the goods.
- (2) Should the Purchaser have granted Sonepar a SEPA basic mandate or a SEPA company mandate and should no other payment terms have been agreed, Sonepar will collect the direct debit 10 days after the date of the invoice without any deductions. In the case of a SEPA basic mandate, the deadline for pre-notification may be shortened to 5 days prior to collection for an initial or single direct debit and to 2 days prior to collection for recurring debit debits and in the case of a SEPA company mandate to one day prior to collection. The Purchaser gives an assurance that there will in each case be sufficient cover on the account.
- (3) In case of delivery, the buyer shall bear the transport costs ex warehouse. If we do not invoice the transport costs actually incurred, a daily flat rate for transport costs of EUR 4.90 is agreed for deliveries within Germany. This flat rate for transport costs is limited to a total of EUR 29.90 per month. The flat rate for transport costs will be invoiced at the end of each month. The payment term is 14 days after receipt of invoice.
- (4) Any payments of the purchaser on account of performance shall be accepted only on the basis of a corresponding written agreement.
- (5) Any credits for bills of exchange and cheques shall be granted subject to their receipt less the respective expenses with the value date being the date on which Sonepar is able to dispose of the value.
- (6) In the case of a default in payment, the statutory provisions shall apply. Any discounts agreed upon shall not be granted if the purchaser is in default in paying for previous deliveries.
- (7) Irrespective of the term of any bills of exchange accepted and credited, any claims of Sonepar shall become due immediately if the terms of payment are not complied with or facts become known that suggest that Sonepar's purchase price claims are at risk due to the purchaser's inability to pay. In the latter case, Sonepar shall be entitled to make any further deliveries dependent upon concurrent payment or the provision of corresponding security.
- (8) If the purchaser defaults in payment or dishonours a bill of exchange after it has fallen due, Sonepar shall be entitled, after issuing a reminder, to take back the goods, or if necessary enter the premises of the purchaser and take away the goods. Recovery of the goods in this way does not constitute a rescission of the contract. Moreover, Sonepar may prohibit the removal of the delivered goods.
- (9) In the cases specified in paragraphs (5) and (6) above, Sonepar may revoke the collection authority as per Section 6 (6) and demand concurrent payment for any outstanding deliveries. However, the purchaser may avoid these legal consequences as well as the legal consequences specified in paragraph (6) above by providing security in the amount of the payment claim at risk.
- (10) Any refusal to pay or retention of payment by the purchaser shall be excluded if the purchaser was aware of the defect or other reason for complaint at the time of conclusion of the contract. This shall also apply if the purchaser remained unaware thereof as a result of gross negligence, unless Sonepar fraudulently concealed the defect or other reason for complaint or gave a guarantee as to the quality of the goods. In all other respects, any retention of payments on the ground of defects or other complaints shall only be permitted to a reasonable extent. In the case of a dispute, the amount shall be determined by an expert appointed by the Chamber of Industry and Commerce at the place of the registered office of the purchaser. The expert shall also decide on the allocation of the costs of his involvement according to his reasonable discretion.
- (11) Any offset shall only be possible with regard to claims recognised by Sonepar or recognised by a declaratory judgment.

Section 4 Packaging

- (1) Packaging is charged extra.
- (2) Sonepar does not accept the return of packing material to the extent it commissions a suitable disposal company for the disposal pursuant to the German Packaging Ordinance (*Verpackungsverordnung*), as amended. In such cases, the purchaser shall be obliged to retain the packing material and hand it over to the disposal company. Insofar as Sonepar agrees with the purchaser that the latter shall waive its right of return against the payment of a flat fee for disposal costs, the purchaser shall be obliged to hand the used packaging over to a recognised disposal company that warrants orderly disposal pursuant to the provisions of the German Packaging Ordinance.
- (3) Reusable packaging shall be provided to the purchaser on loan only. The purchaser must notify Sonepar in writing of the return of the packaging unit within 14 days and make the packaging available. If the packaging is not returned, Sonepar shall be entitled to claim a lending fee of 20% of the acquisition price for each week starting from the third week (however no more than the full acquisition price) after issuing a reminder or to invoice the value of the packaging from the start, which shall become due for payment immediately upon receipt. The following additional provisions shall apply to merchants, legal persons under public law and special funds under public law: any cable drums owned by Kabeltrommel GmbH & Co. KG, Cologne, (KTG) or any other third parties shall be delivered in the name and on behalf of such owners and pursuant to their terms and conditions – in particular pursuant to the respective KTG Terms and Conditions for the Letting of Cable and Rope Drums (*Bedingungen für die Überlassung von Kabel- und Seiltrommeln*). These terms and conditions are available for inspection at

- Sonepar's offices or can be forwarded upon request. Please note that the suppliers of cable drums will charge rental fees in the case of late return which shall be payable by the purchaser insofar as they are attributable to him.
- (4) Plastic drums with a diameter of up to 600 mm that are produced by KTG shall be subject to the terms and conditions of KTG unless an additional take-back is required vis-à-vis the purchaser under the German Packaging Ordinance, as amended. Section 4 (2) shall apply accordingly.
 - (5) With regard to transport containers that are owned by Sonepar and not returned to Sonepar by the customer within a reasonable period after a corresponding request, Sonepar shall be entitled to demand a flat fee for costs in the amount of EUR 10, waiving title to the transport container.

Section 5 Passage of Risk

- (1) The risk shall pass to the purchaser as soon as the goods have been provided at the agreed place of delivery and the purchaser has been notified accordingly by Sonepar.
- (2) If the dispatch is delayed at the request or through the fault of the purchaser, the goods shall be stored at the cost and risk of the purchaser. In such cases, the notification of the readiness for dispatch shall be equivalent to the dispatch.
- (3) Partial deliveries are permissible.
- (4) The delivery period shall be reasonably extended – also in the case of default – in the case of force majeure and any unforeseen obstacles occurring after the conclusion of the contract for which Sonepar is not responsible. This shall also apply if such circumstances occur on the side of Sonepar's suppliers and their sub-suppliers. Sonepar shall inform the purchaser of the start and end of such obstacles as soon as possible. The purchaser may ask Sonepar to declare whether it will rescind or effect delivery within a reasonable period. If Sonepar fails to make such a declaration within a reasonable period, the purchaser may rescind the contract. Any claims for damages shall be excluded in such cases. The above provisions shall apply accordingly to the purchaser if the abovementioned obstacles occur on the side of the purchaser.
- (5) As regards timely delivery, Sonepar shall be liable only for its own fault and the fault of its vicarious agents. Sonepar shall not be liable for the fault of its upstream suppliers as they are not its vicarious agents. However, Sonepar shall be obliged to assign any existing claims against upstream suppliers to the purchaser upon request.
- (6) In the case of a delay in delivery, the purchaser shall be obliged to declare within a reasonable period upon the request of Sonepar whether he continues to insist on delivery or rescinds the contract and/or claims damages in lieu of performance on the grounds of the delay.

Section 6 Reservation of Title

- (1) Sonepar reserves title to the goods until full payment of the purchase price. In the case of goods obtained by the purchaser from Sonepar within the scope of an ongoing business relationship, Sonepar reserves title until all claims against the purchaser under the business relationship, including any claims arising in the future, also from contracts concluded at the same time or later, have been settled. This shall also apply if individual or all of Sonepar's claims have been included in a running account and the balance has been struck and recognised. If any liability of Sonepar on the basis of a bill of exchange is created in connection with the payment of the purchase price by the purchaser, the reservation of title shall not expire until the bill of exchange is honoured by the purchaser as drawee. If the purchaser defaults in payment, Sonepar shall be entitled to retrieve the goods after issuing a reminder, and the purchaser shall be obliged to surrender the goods.
- (2) If the reserved goods are processed by the purchaser to create a new movable item, the processing shall be effected for Sonepar without Sonepar undertaking any obligation; title to the new item shall pass to Sonepar. In the case of processing together with any goods not owned by Sonepar, Sonepar shall acquire co-ownership of the new item according to the proportion of the value of the reserved goods to the other goods at the time of processing. If the reserved goods are combined, mixed or joined with any goods not owned by Sonepar pursuant to Sections 947, 948 of the German Civil Code, Sonepar shall become co-owner in accordance with the statutory provisions. If the purchaser acquires sole title by combining, mixing or joining, he hereby transfers the co-ownership to Sonepar according to the proportion of the value of the reserved goods to the other goods at the time of combining, mixing or joining. In such cases, the purchaser shall store the item owned or co-owned by Sonepar, which shall also be deemed reserved goods as per the above provisions, free of charge.
- (3) If reserved goods are sold alone or together with goods not owned by Sonepar, the purchaser hereby, i.e. at the time of conclusion of the contract, assigns any and all claims arising from the resale in the value of the reserved goods with all ancillary rights and ranking in priority to the rest. Sonepar hereby accepts the assignment. The value of the reserved goods shall be the invoice amount claimed by Sonepar, which, however, shall not be considered if there is a conflict with third-party rights. If the resold reserved goods are co-owned by Sonepar, the assignment of the claims shall extend to the amount that corresponds to the value of Sonepar's share in the coownership.
- (4) If the purchaser installs reserved goods into the real property, ship, ship under construction or aircraft of any third party as essential components, the purchaser hereby assigns all assignable claims to remuneration in the value of the reserved goods with all ancillary rights, including a right to the granting of a security mortgage, ranking in priority to the rest, that arise against said third party or any other party concerned. Sonepar hereby accepts the assignment. The provisions of the above paragraph (3) sentences 2 and 3 shall apply accordingly.
- (5) The purchaser shall be entitled and authorised to resell, use or install the reserved goods only within the ordinary due course of business and only subject to the proviso that the claims as per paragraphs (3) and (4) above actually pass to Sonepar. The purchaser shall not be entitled to dispose of the reserved goods in any other way, in particular to pledge them or transfer them by way of security. The purchaser shall be permitted to make an assignment by way of non-recourse factoring only subject to the condition that Sonepar is notified thereof including a disclosure of the factoring bank and the accounts of the purchaser maintained there and that the factoring proceeds exceed the value of Sonepar's secured claim. Sonepar's claim shall become due immediately as soon as the factoring proceeds have been credited.
- (6) Sonepar hereby authorises the purchaser, subject to countermand, to collect the claims assigned pursuant to paragraphs (3) to (5) above. Sonepar shall not make use of its own collection authority as long as the purchaser fulfils his payment obligations, also vis-à-vis third parties. At the request of Sonepar, the purchaser shall name the debtors of the assigned claims and notify them of the assignment; Sonepar shall also be authorised to notify debtors of the assignment itself.
- (7) The purchaser shall immediately inform Sonepar of any execution measures by third parties against the reserved goods or the assigned claims, handing over the documents required to raise an objection.
- (8) The rights to resell, use or install the reserved goods or the authority to collect the assigned claims shall expire upon the cessation of payments and/or the petition for the opening of insolvency proceedings; in the case of a cheque or bill protest, the authority to collect shall also expire. This shall not apply to the rights of the insolvency administrator.
- (9) If the value of the granted security exceeds the value of the claims (less payments on account and partial payments, if applicable) by more than 10%, Sonepar shall be obliged to effect a corresponding retransfer or release, as it chooses. Title to the reserved goods and the assigned claims shall pass to the purchaser upon repayment of all of Sonepar's claims resulting from the business relationship.
- (10) The value of the reserved goods shall be based on the invoice amount (invoice value) claimed by Sonepar from the purchaser.

Section 7 Examination for Defects, Warranty

- (1) The purchaser is obliged to examine the goods received for any deviations in terms of quality or quantity immediately; in all other respects, the provisions of Section 377 of the German Commercial Code (*HGB*) shall remain unaffected.
- (2) In the case of an intended integration of the goods, the purchaser is obliged under section 377 HGB to examine the goods, at the time they are received, for the properties required for integration purposes and to notify Sonepar of any defects immediately and in text form.
- (3) If, in the case of an integration or installation of the goods, the purchaser fails to examine the goods for the external and internal properties required for the said purpose, prior to their integration or mounting, he will be acting in gross negligence within the meaning of sections 439 (3) and 442 (1) BGB. In this case, the rights of the purchaser in respect of defects related to the said properties will only be taken into consideration if the defects in question were fraudulently concealed or a warranty for the properties of the goods has been assumed.
- (4) If the purchaser discovers defects in the goods, he may not dispose of them, i.e. the goods may not be divided, resold or processed, until an agreement has been reached on the handling of the complaint or proceedings for the preservation of evidence have been conducted by an expert commissioned by the Chamber of Industry and Commerce at the place of the registered office of the purchaser.
- (5) The purchaser shall be obliged to make the faulty goods or samples thereof available to Sonepar for the purpose of examining the complaint. The warranty shall be cancelled in the case of a culpable refusal.
- (6) In the case of justified complaints, Sonepar shall be entitled to determine the kind of subsequent performance (substitute delivery, subsequent improvement) taking account of the type of defect and the legitimate interests of the purchaser.
- (7) If the purchaser has integrated in or mounted on another object goods which are defective at the time of passage of risk in accordance with their type and their intended use, he may, under section 439 (3) BGB, require reimbursement from the seller for the expense incurred through the removal of the defective goods and the integration or mounting of the rectified or delivered goods ("Removal and installation costs") only as stipulated in the following provisions:

The only removal and installation costs which are necessary within the meaning of section 439 (3) BGB are those which concern the removal and installation or the mounting of identical products, those which arise on the basis of conditions customary for the market and those of which the purchaser gives the seller evidence by presenting suitable supporting documents at least in text form. A right of the purchaser to demand advance payment for removal and installation costs is excluded. The purchaser is also not permitted to set off, unilaterally and without the seller's consent, claims for reimbursement of removal and installation costs against the seller's demands for payment of the purchase price or other claims for payment. Purchaser's demands which go beyond the necessary removal and installation costs, in particular costs for consequential damage or loss due to defects, for example lost profit including imputed profit markups, operational downtime costs or additional costs for the procurement of replacements, are not deemed to be removal and installation costs and are therefore not eligible for compensation in terms of subsequent performance under section 439 (3) BGB.

If the expense asserted by the purchaser for subsequent performance within the meaning of section 439 (3) BGB in an individual case is disproportionate, in particular in relation to the purchase price of the goods in flawless condition and with due consideration for the significance of breach of contract, the seller is entitled to refuse to reimburse such expense.

- (8) The purchaser shall inform Sonepar immediately of any case of warranty experienced by any consumer.
- (9) Insofar as Sonepar has provided the plans/programming for the installation of complex light, control and network systems (e.g. EIB), the purchaser shall be obliged in his capacity as installer to adhere to such plans and effect any deviations, including minor deviations – both with regard to the installation and later repairs –, only with the consent of Sonepar. Sonepar shall not accept any claims for compensation for damage – of whatever kind – attributable to any arbitrary deviation from the specifications by the purchaser.
- (10) Any claims for material defects shall become statute-barred after 12 months unless the statutory provisions provide for other limitation periods. This does not apply in cases where the law prescribes longer periods under BGB section 438 (1) no. 2 (buildings and objects used for buildings), section 438 (3) (fraudulent concealment), section 479 (1) (recourse claims) and section 634a (1) no. 2 (construction defects).
- (11) Any claims for damages or compensation for futile expenses for material defects shall be subject to Section 9 (Limitation of Liability).

Section 8 Rescission

- (1) Sonepar may rescind the contract of sale for cause at any time up to the handover of the purchased goods to the purchaser.
- (2) If the purchaser is responsible for the cause, he shall only be entitled to remuneration of the necessary expenses made up to receipt of the notice of rescission.
- (3) If the purchaser is not responsible for the cause, he may only claim from Sonepar the reasonable costs of obtaining the ordered goods from another source (known as purchase of goods in replacement). Any further claims of the purchaser for damages shall be excluded.
- (4) A cause as per paragraphs (1) to (3) above exists in particular if Sonepar ceases to be interested in providing the contractual performance as a result of sovereign decisions, an insolvency petition is filed at the purchaser's end or the requirements for such a petition are fulfilled.

Section 9 Limitation of Liability

- (1) Sonepar shall be liable pursuant to the statutory provisions if the purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence by its representatives or vicarious agents. Moreover, Sonepar shall be liable for any culpable violations of material contractual obligations pursuant to the statutory provisions. In this regard, material contractual obligations are obligations the fulfillment of which makes proper performance of the contract possible in the first place and compliance with which may be regularly relied upon by the contractual partner. If Sonepar is not charged with intent or gross negligence, the liability for damages shall be limited to the foreseeable damage typically incurred in the case of contracts of this kind. This does not involve a shift of the burden of proof to the detriment of the purchaser.
- (2) The liability for culpable injury to life, limb or health shall remain unaffected. Liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall also remain unaffected.
- (3) Any claims for damages in excess thereof, for whatever legal reason, shall be excluded. This shall also apply if the purchaser claims compensation for futile expenses instead of the claim for damages in lieu of performance.
- (4) The liability for gross fault as well as for claims for damages based on injury to life, limb or health shall be subject to the statute of limitations.
- (5) In all other respects, any claims for damages shall be subject to the limitation periods of Section 7.10.

Section 10 Reservation of Group Offset

- (1) The purchaser agrees that the claims against the purchaser acquired by Sonepar may be assigned to other Sonepar companies.
- (2) The purchaser waives his right to object to Sonepar's specification of the claim to be offset in the case of several claims.

Section 11 Storage of Data

The purchaser agrees that Sonepar may store, process and – insofar as customary and/or required for the fulfillment and handling of the business relationship or for internal analyses – transmit to other Sonepar companies or third parties personal data of the purchaser to the extent permitted by law. Moreover, the data will be used for the maintenance of customer relations unless the purchaser objects pursuant to Art.21. GDPR. Insofar as is necessary and permitted by law, contract data will be transmitted to third parties, in particular to trade credit insurance companies, for the purpose of verifying the credit standing of the purchaser; the results may also be made available to other third parties. Within the scope of order fulfillment, which includes products of selective distribution systems of individual manufacturers, it is regularly required to process personal data (name, address, delivery details) and to transmit it to the manufacturer or a third party contracted by the latter.

Section 12 Export

The deliveries of goods and the provision of services (performance of contract) shall be subject to the proviso that the performance is not hindered by any obstacles based on national or international regulations, in particular export control regulations as well as embargos or other sanctions. The purchaser undertakes to furnish all information and documents required for the export, shipment, import. Any delays due to export inspections or permit procedures shall render any deadlines and delivery periods null and void. If any required permits are not granted, the contract shall be deemed not concluded with regard to the parts concerned; any claims for damages in this regard and on the basis of the above failure to comply with time limits shall be excluded.

Section 13 Compliance

- (1) In general and for the duration of the business relationship with Sonepar, the Purchaser guarantees compliance with all applicable laws, rules and regulations, including (but not limited to) all anti-corruption laws and regulations and compliance with all applicable regulations protecting free competition. The purchaser has not committed any prohibited acts, either directly or indirectly, in connection with the business relationship concluded with Sonepar and will not do so in the future. Prohibited actions include promising, offering or giving, or soliciting or accepting an improper advantage or benefit to influence actions in an improper manner.
- (2) Sonepar and its representatives have the right to inspect, audit and make copies of the books and records of the Purchaser in cases of justified doubt that the Purchaser has violated its obligations under Section 13 para. 1, insofar as they relate to the execution of the business relationship with Sonepar. Inspection shall take place to a reasonable extent, at the usual location and during normal business hours.
- (3) If the purchaser violates the obligation in Section 13 para. 1, Sonepar is entitled to terminate this contract in writing without notice and without further obligations or liability to the purchaser. The customer will fully indemnify and hold Sonepar harmless from all damages, losses, withholding of payments, claims and demands of third parties arising from or in connection with the termination.

Section 14 Place of Jurisdiction, Place of Performance, Applicable Law

- (4) If the purchaser is a merchant, legal person under public law or special fund under public law, the place of the registered office of the Sonepar company concerned shall be the place of jurisdiction; however, the Sonepar company concerned shall be entitled to sue the purchaser at the place of his registered office as well.
- (5) Unless otherwise provided in the order confirmation, the place of performance shall be the place of the registered office of the respective Sonepar company or its branches.
- (6) The relations between the parties shall be governed exclusively by the laws applicable in the Federal Republic of Germany, excluding the provisions of the UN Sales Convention.

Section 15 Severability, Applicable Version

Should individual provisions of the Sonepar Terms and Conditions of Sale be or become invalid or impracticable, the other provisions shall remain valid.

The parties undertake to replace the invalid or impracticable provision by a provision that corresponds as closely as possible to the invalid or impracticable provision in every respect from the start of the invalidity or impracticability. The Sonepar Terms and Conditions of Sale describe the English translation of the latest German version (*Allgemeine Verkaufs- und Lieferbedingungen der Sonepar Deutschland GmbH und deren Gesellschaften*). In case of deviations or ambiguity, the German version shall prevail.

Effective as of
February 2020