General Terms and Conditions of Purchase of MAD Recycling GmbH as of 01 August 2024

Section 1 Scope of application, deviating terms and conditions, future transactions, overriding agreements

1. These General Terms and Conditions of Purchase (hereinafter "**GPC**") shall apply to all contracts concluded by MAD Recycling GmbH (hereinafter "**MAD**") with Suppliers and contractors (hereinafter "**Supplier**") for their deliveries and other services (hereinafter "**Products**"), including the underlying orders and declarations of acceptance by MAD. The GPC only apply to entrepreneurs (Section 14 BGB), legal entities under public law and special funds under public law pursuant to Section 310 (1) sentence 1 BGB (Civil Code).
2. With the Supplier's order confirmation, these GPC are simultaneously deemed to be accepted and to form an integral part of the contract.
3. The GPC apply exclusively. Any terms and conditions of the Supplier that conflict with or deviate from the GPC shall not apply unless MAD has expressly agreed to them in individual cases.
4. The GPC shall also apply in their respective version to all future contracts within the framework of ongoing business relationships, even if they are not expressly agreed again.
5. Individual agreements (including individual ancillary agreements, supplements and amendments) with the Supplier and deviating information in the orders shall take precedence over the GPC.
6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GPC.

Section 2 Form, conclusion of contract, delivery call-off, Supplier's offers, order number

1. Offers and declarations of acceptance, amendments and other ancillary agreements and arrangements made prior to or upon conclusion of the contract, as well as delivery call-offs, must be made in writing or text form (letter, fax, e-mail; hereinafter collectively referred to as "**in writing**") to be legally effective.
2. The Supplier is bound to his offer for a fortnight. In this case, an effective contract shall only be concluded upon written acceptance of the offer received by MAD. MAD is bound to orders for 5 working days from the order date. In this case, an effective contract is only concluded upon written acceptance of the order by the Supplier. Delayed acceptance of the order by the supplier shall be deemed a new offer and requires acceptance by MAD. Delivery call-offs shall become binding if the Supplier does not object within one week after receipt; MAD shall point this out to the Supplier in the delivery call-off.
3. The preparation of quotations is free of charge for MAD. Remuneration for visits or the preparation of offers, projects, drafts and trial deliveries shall only be paid by prior written agreement.
4. The Supplier's offers shall correspond to MAD's enquiries. Alternative proposals are welcome, but any deviations from MAD's requests must be clearly labelled.
5. The relevant order number must be quoted on all correspondence with MAD.

Section 3 Prices, invoicing, payment

1. Unless otherwise agreed, the prices are fixed prices including packaging and delivery "DDP place of fulfilment" (Incoterms ® in the respective current version) in accordance with Section 4 clause 3 of these GPC and plus statutory VAT.
2. Unless "DDP place of fulfilment" has been agreed in accordance with Section 3 clause 1 Delivery and the Supplier is obliged to ship the product, it shall commission the logistics partner designated by MAD or, if no logistics partner has been designated, choose the most economical mode of shipment. If the prices are not agreed to include packaging, the packaging shall be charged at cost price.
3. Invoices must be sent together with the product in a single copy and in a proper and verifiable form. The invoices must be labelled with the order number; any discounts and deductions as well as taxes incurred must be shown separately. In addition, the shipping method and date as well as the gross and net weight, if applicable, must be indicated with proof of weighing. Invoice copies must be clearly labelled as such. If certificates of material testing or other documentation have been agreed, they shall form an integral part of the product and must be sent to MAD together with the invoice.
4. Payments shall be made after delivery of the product and receipt of a contractual and verifiable invoice in accordance with Section 3 clause 3 within 14 days with a 3% discount or within 30 days net.
5. MAD may reject invoices that do not meet the requirements set out in Section 3 clause 3. The date of receipt of the new contractually compliant and verifiable invoice shall then be decisive for the start of the payment period in accordance with Section 3 clause 4. In the event of premature delivery or performance, the agreed delivery or performance date shall take the place of the delivery or performance.
6. MAD does not owe any interest on maturity. The statutory provisions shall apply to default in payment.
7. Payments do not mean that the product is accepted as being in accordance with the contract.
8. To the extent permitted by law, MAD shall be entitled to rights of set-off and retention as well as the plea of non-performance. In particular, MAD shall be entitled to withhold due payments as long as MAD is still entitled to claims against the Supplier arising from incomplete or defective services.

Section 4 Delivery, place of fulfilment, shipping, packaging, labelling, cross-border deliveries, shipping documents, product information

1. Unless otherwise agreed, delivery shall be made "DDP place of fulfilment" (Incoterms® in the respective current version).
2. If "DDP place of fulfilment" has not been agreed in accordance with Section 4 clause 1 Delivery, the Supplier shall make the product available at the agreed place in due time, taking into account the usual time for loading and dispatch, and, if necessary, arrange for dispatch with the logistics partner designated by MAD.
3. Unless otherwise agreed in accordance with Section 4 clause 2, the "**place of fulfilment**" for all deliveries and services shall be the location of the MAD plant which ordered the product.
4. In the case of shipment, the relevant transport, packaging and labelling regulations for the mode of transport must be complied with, in particular customs and dangerous goods regulations. The products must be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to fulfil this purpose. Only environmentally friendly packaging materials should be used as far as possible. The Supplier shall take back packaging materials at MAD's request.
5. The Supplier is obliged to provide MAD with the required declarations on the customs origin of the product in good time, unless MAD has a valid long-term Supplier's declaration. He shall be liable for all disadvantages incurred by MAD due to an improper or late submission of a Supplier's declaration, unless he is not responsible for the improper or late submission. If necessary, the Supplier must provide evidence of his information on the product origin by means of an information sheet confirmed by his customs office.
6. Shipping documents must be provided in full with the delivery; in particular, a delivery note must be enclosed with each delivery. The order number and the batch number must be indicated on the dispatch notes, delivery notes and other delivery documents, consignment notes, packing lists and the outer packaging. The unit load or unit weight must be clearly visible and permanently affixed to loading units. MAD is not obliged to dispatch wagonloads before the shipping documents arrive.
7. The Supplier undertakes to provide MAD with all necessary product information, in particular regarding the composition and shelf life of the products, e.g. safety data sheets, processing instructions, labelling regulations, etc., including any changes thereto, in good time prior to delivery.

Section 5 Delivery dates and deadlines, advance and partial delivery, call-off orders, delay in delivery, contractual penalty, right of retention and set-off of the Supplier

1. Unless otherwise agreed or specified, delivery dates and delivery periods are binding.
2. Advance deliveries and part deliveries are only permitted with the prior consent of MAD.
3. In the case of call-off orders, MAD reserves the right to determine the individual delivery call-offs and the call-off dates for the partial deliveries.
4. If the delivery period has been described or confirmed by the Supplier as "expected", "approximate", "subject to customary reservation", "approximate" or similar, there must be no more than 8 calendar days between the date stated and the actual delivery. The unconditional acceptance or payment of a delayed delivery does not constitute a waiver of any rights due to exceeding the performance times.

5. As soon as the Supplier recognises circumstances that may jeopardise proper and timely delivery, it shall notify MAD in writing without delay, stating the reasons and the expected duration of the delay. In such cases, the Supplier shall take all necessary measures to meet the agreed delivery date and to minimise the delay as far as possible. Upon request, the Supplier shall inform MAD in writing of what it has done and will do in individual cases. However, this has no effect on the Supplier's responsibility to meet the delivery deadline agreed upon.
6. In the event of defective or incomplete delivery, MAD shall be entitled to withhold payment in proportion to the value until proper fulfilment, without loss of rebates, discounts or similar payment benefits. If payments for defective deliveries have already been made, MAD shall be entitled to withhold other payments due up to the amount of the payments made.
7. If the Supplier is in default of delivery, MAD may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by the delay in the amount of 1 % of the net price per completed calendar week, but not more than a total of 5 % of the net price of the product delivered late. MAD reserves the right to prove higher damages; the Supplier reserves the right to prove that MAD has suffered no damages at all or only minor damages.
8. The Supplier may only invoke the absence of necessary documents or information to be supplied by MAD if it has not received them within a reasonable period of time despite a reminder.
9. The Supplier may only assert a right of retention with regard to the products to be delivered if and insofar as it is based on undisputed claims from the same contractual relationship that are ready for judgement or have been legally established. Offsetting by the Supplier shall only be considered if the Supplier's claim is undisputed, ready for judgement or has been legally established.

Section 6 Transfer of risk

The risk of accidental loss and accidental deterioration of the goods shall only pass to MAD when the product is handed over to MAD in accordance with Section 4. If acceptance is required, this shall be decisive for the transfer of risk.

Section 7 Transfer of ownership, retention of title

1. Insofar as the delivered product has been paid for, ownership shall pass to MAD. MAD does not accept an extended or prolonged retention of title.
2. In the ordinary course of business, MAD shall be entitled to process, sell or otherwise dispose of the delivered products even before payment of the purchase price.
3. If ownership of the products to be delivered is transferred to MAD on the basis of a contractual agreement at a time when the products are already stored at the Supplier's premises, the Supplier shall properly label MAD's property, store it separately and indemnify MAD against all losses, damages and claims of third parties.

Section 8 Weights, quantities

1. Without prejudice to further claims, the weight determined by MAD during the incoming goods inspection shall always apply in the event of weight deviations. The same applies to quantities.
2. With regard to MAD's delivery obligation to its customers, a quantitative under-delivery (= minimum quantity) is only permissible with express consent.
3. MAD will not accept excess deliveries (= excess quantity) without prior consent. In the event of delivery of excess quantities without consent, MAD shall set the Supplier a deadline of at least 5 calendar days for collection of the excess quantity. After expiry of the deadline, MAD shall be entitled to store the excess quantity at the expense and risk of the Supplier with a forwarding agent at normal storage costs. MAD shall immediately notify the Supplier of the storage location and provide information about the storage location, in particular the costs incurred.

Section 9 Obligation to inspect/notify defects, notification of defects, liability for defects, substitute performance, limitation period

1.
2. The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial inspection and complaint obligations with the following proviso: MAD's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection by external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognisable during the quality control by random sampling. Furthermore, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Insofar as acceptance has been agreed or is provided for by law, there is no obligation to inspect. Notwithstanding the duty to inspect, a complaint (notice of defects) shall be deemed to have been made immediately and in good time if it is sent within seven working days of discovery or, in the case of obvious defects, of delivery.
3. In case of delivery of defective products, MAD may demand subsequent fulfilment from the Supplier - at MAD's discretion by remedying the defect or by delivery of a defect-free item - within a reasonable period of time set by MAD.
4. The costs incurred for the purpose of inspection and rectification shall be borne by the Supplier, even if it turns out that there was actually no defect. Liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, MAD shall only be liable if MAD recognised or was grossly negligent in not accepting that there was no defect.
5. If the Supplier's request for subsequent performance, including the setting of a deadline, cannot be complied with due to unreasonableness (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), MAD shall be entitled, without prejudice to its statutory claims, to carry out or commission substitute performance at the Supplier's expense. MAD shall inform the Supplier of such circumstances without delay, if possible before commissioning the substitute performance.
6. MAD shall not waive any claims for defects by accepting or approving samples or specimens submitted.
7. MAD's claims for defects shall become statute-barred 36 months after the statutory commencement of the limitation period; statutory suspension and interruption provisions shall remain unaffected.

Section 10 Liability, product liability, indemnification from third-party claims, recall, insurance

1. Unless otherwise stipulated in these GPC, the Supplier shall be liable in accordance with the statutory provisions. Limitations of liability and exclusions of liability in favour of the Supplier are not accepted. Subject to Section 9 clause 7, the limitation period shall be governed by the statutory provisions.
2. Insofar as the Supplier is responsible for product liability damage, it shall indemnify MAD against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties.
3. If claims are asserted against MAD on the basis of strict liability towards third parties under non-mandatory law, the Supplier shall be liable to MAD to the extent that it would also be directly liable. The principles of Section 254 BGB (German Civil Code) shall apply accordingly to the compensation of damages between MAD and the Supplier. This also applies in the event of a direct claim against the Supplier.
4. In the event of a necessary and/or officially ordered recall or other measures required to prevent danger to persons or property of third parties, the Supplier shall be liable for all expenses, costs and damages incurred by MAD as a result of the recall or other measure. Furthermore, the Supplier shall indemnify MAD against claims of third parties insofar as the recall or other measure is based on the fact that the delivered products and/or packaging or service is not in accordance with the contract, in particular does not comply with the agreed specifications or has product defects, unless the Supplier is not responsible for this within the meaning of Section 10 clause 3 above. MAD shall inform the Supplier about the content and scope of recall measures - as far as possible and reasonable - and grant him the opportunity to comment. Further legal claims and rights remain unaffected.
5. The Supplier is obliged to maintain liability insurance, including product liability insurance, at its own expense with regard to its deliveries and services, with coverage of at least EUR 5 million for personal injury and property damage (including purely financial losses) per loss event and a maximum annual compensation payment of at least EUR 10 million. The Supplier shall send MAD a copy of the liability policy upon request.

Section 11 Quality assurance, right of access, audit

1. The Supplier is obliged to apply a suitable quality management system for the provision of the contractual services and to provide evidence of this at MAD's request.
2. MAD shall have the right, after prior notice, to demand access to the production facilities of the Supplier and, if applicable, its subcontractors during normal business hours in order to inspect the products to be delivered for defects. MAD shall be entitled to demand access to the production facilities of the Supplier and,

if applicable, its subcontractors during normal business hours in order to inspect the products to be delivered for defects; this shall include the inspection of the use of suitable materials and the deployment of the necessary skilled labour. Furthermore, MAD is authorised, in agreement with the Supplier, to convince itself of the Supplier's quality capability by means of system, process and product audits.

Section 12 Subcontractors

The involvement of subcontractors requires the prior consent of MAD. The Supplier shall impose all obligations on the subcontractors with regard to the tasks assumed by him and ensure compliance with them, which are incumbent on the Supplier vis-à-vis MAD, in particular they shall be obliged to maintain confidentiality in accordance with Section 14 of these GPC.

Section 13 Assignment

The Supplier is not authorised to assign its claims arising from the contractual relationship to third parties. This does not apply to monetary claims.

Section 14 Confidentiality, advertising, contractual penalty

1. The Supplier shall keep MAD's business secrets within the meaning of Section 2 no. 1 of the German Trade Secrets Act (GeschGehG) as well as other confidential information, in particular commercially, legally, fiscally and technically sensitive data (collectively "**Confidential Information**"), which have been entrusted to it or have become known to it - irrespective of whether they have been expressly labelled as confidential or not - shall be kept secret, not disclosed or made public. Confidential Information does not include information that was known or generally accessible to the public prior to disclosure or transfer to the Supplier or that becomes so at a later date without breach of a confidentiality obligation; information that was demonstrably already known to the Supplier prior to disclosure without breach of a confidentiality obligation; information that the Supplier itself has obtained without use of or reference to Confidential Information of MAD; or information that is disclosed or made accessible to the Supplier by an authorised third party without breach of a confidentiality obligation. This obligation shall also apply for a period of five years after termination of the respective business relationship. The content of the respective contract itself is also covered by this obligation.
2. The Supplier is not authorised to use, exploit or appropriate the Confidential Information itself or for or through purposes other than those contractually agreed between MAD and the Supplier. In particular in the case of products and objects, the Supplier is not authorised to obtain Confidential Information by means of so-called "reverse engineering" by observing, examining, dismantling or testing.
3. The Supplier undertakes to return all physically transmitted Confidential Information, in particular samples, specimens or similar, to MAD immediately upon MAD's request, without retaining any copies or records. MAD shall be entitled to the sole ownership rights and any industrial property rights to the Confidential Information referred to in Section 14 clause 1.
4. If documents containing Confidential Information have been provided in electronic form, this data must be deleted or - if this is not technically possible - permanently blocked at the latest upon termination of this contract.
5. The Supplier may only disclose Confidential Information internally to the extent necessary and to the necessary group of persons ("need-to- know"). In particular Confidential Information may only be made accessible by the Supplier to its employees who are bound to secrecy or its consultants who are subject to professional secrecy, insofar as they are involved in the contractual relationship with MAD and reasonably require the information. Employees must be made aware of this agreement in advance. The Supplier shall take all necessary measures to ensure that all persons to whom Confidential Information is disclosed or made accessible handle it in the same way as the Supplier is obliged to do.
6. The Supplier shall also secure the Confidential Information against unauthorised access by third parties by means of appropriate confidentiality measures and shall comply with the statutory and contractual provisions on data protection when processing the Confidential Information. This also includes technical security measures adapted to the current state of the art in accordance with Art. 32 Regulation (EU) 2016/679 (GDPR) and the obligation of employees to maintain confidentiality and comply with data protection (Art. 28 para. 3 lit. b GDPR).
7. If the Supplier intentionally or negligently breaches the aforementioned confidentiality obligations, it undertakes to pay an appropriate contractual penalty, the amount of which shall be determined by MAD at its reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court. The amount of the contractual penalty actually forfeited depends in particular on the degree of confidentiality of the trade secret or other Confidential Information concerned and the number of unauthorised persons to whom the information is dis closed in breach of duty.
8. If the Supplier becomes aware that Confidential Information has come into the possession of an unauthorised third party or has been lost, it shall inform MAD of this immediately.
9. The Supplier shall not be authorised to make reference to the existing, prospective or former business relationship with MAD in information and advertising material without the prior, express and written consent of MAD.

Section 15 Documents required by MAD, workshop work, endorsement

1. Documents of any kind required by MAD for the planning, use, installation, assembly, processing, storage, operation or maintenance (inspection, servicing, repair) of the product shall be made available to MAD by the Supplier in good time, in full and without being requested to do so. The Supplier shall include the costs for these documents in the agreed prices. For built-in parts that can be procured from lists or catalogues, the documents supplied by the manufacturer shall suffice insofar as MAD requires them for repairs and/or new purchases. These documents must be written in German.
2. Before starting any workshop work, all drawings must be discussed with MAD and endorsed.
3. The Supplier's warranty and guarantee obligations with regard to the product are neither restricted nor cancelled by the endorsement on drawings, calculations and other technical documents. This shall also apply to suggestions and recommendations made by MAD, unless expressly agreed otherwise. If the design deviates from the production documents which MAD has endorsed, the Supplier shall bear all damages incurred by MAD as a result, unless the Supplier is not responsible for the deviation. This also includes, for example, costs for follow-up examinations, expert opinions, additional calculations, follow-up treatments and replacement deliveries. Furthermore, in this case the Supplier shall be obliged to indemnify MAD against all claims of third parties, unless the Supplier is not responsible for the deviation from the design of the production documents
4. The provisions in Section 15 clauses 1 to 3 shall apply accordingly to the know-how made available to the Supplier.

Section 16 Environmental protection, safety data sheet

1. The Supplier shall strictly observe the statutory and official regulations on environmental protection when providing its contractual services.
2. No ozone-depleting substances, e.g. CFCs, carbon tetrachloride, trichloroethane, may be used in the manufacture of the products and packaging supplied to MAD.
3. For materials (e.g. substances, preparations) and objects (e.g. goods, parts goods, parts, technical equipment, uncleaned stored goods) which, due to their nature, properties or condition, may pose a risk to human life and health, to the environment or to property and which therefore require special treatment with regard to packaging, transport, storage, handling and waste disposal. If the Supplier supplies MAD with goods which, due to their nature, properties or condition, may pose a risk to human life and health, the environment or property and which therefore require special treatment with regard to packaging, transport, storage, handling and waste disposal, the Supplier shall provide MAD with a fully completed safety data sheet in accordance with Section 14 of the Hazardous Substances Ordinance and an applicable accident leaflet (transport) together with the offer.
4. In the event of changes to the materials or the legal situation, the Supplier shall immediately provide MAD with updated safety data and information sheets.

Section 17 Property rights

1. The Supplier grants MAD the non-exclusive, irrevocable, territorially, temporally and in terms of content unlimited right to use the delivered product for the contractual purpose, in particular to offer, market, integrate into other products, modify, process or otherwise redesign the delivered product alone or in combination with other products and with its own labelling, and to distribute the delivered product in its original form or in a modified, processed or redesigned form. MAD is entitled to grant sub-licences

within the aforementioned framework.

2. The Supplier warrants that the products supplied by him do not infringe any industrial property rights of third parties in countries of the European Union, the European Economic Area, Switzerland or in countries in which he manufactures the products or has them manufactured.
3. MAD and the Supplier shall inform each other immediately if claims are asserted against the Supplier or MAD due to the infringement of contractually relevant property rights.
4. In the event of a breach of the obligation in Section 17 clause 2, the Supplier shall be obliged to indemnify MAD against all claims of third parties arising from the use of such industrial property rights, unless the Supplier is not responsible for the infringement. The same shall apply to all necessary expenses incurred by MAD from and in connection with such a claim by a third party.
5. If the contractual use of the product is impaired by industrial property rights of third parties, the Supplier is obliged - without prejudice to his other contractual obligations - to obtain at his own expense from the party entitled to dispose of the industrial property right that the product can be used by MAD in accordance with the contract without restriction and without additional costs for MAD. The Supplier shall also be entitled to modify the parts of its product relevant to property rights in such a way that they are no longer covered by the scope of protection, but nevertheless comply with the contractual provisions existing between the Supplier and MAD.
6. Further claims of MAD due to defects of title shall remain unaffected.

Section 18 Trademarks and business names of MAD

1. The Supplier shall be not authorised to make use of MAD's trademarks, business designations or industrial property rights for its own benefit or for the benefit of third parties. Without the prior written consent of MAD, the Supplier is not permitted to use them individually or in connection with its own trademarks or business names.
2. If MAD grants its consent pursuant to Section 18 clause 1, the Supplier shall strictly adhere to the guidelines regarding size, positioning and layout of MAD's trademarks and business names.
3. Products which are not part of the Supplier's standard range and which the Supplier has manufactured according to MAD's instructions, drawings or technical specifications may not be offered, sold or delivered to third parties without MAD's prior written consent.
4. Products from the Supplier's standard programme may not be offered, sold, supplied or otherwise placed on the market by the Supplier to third parties if MAD's trademarks or business designations are recognisable on the product. The same applies if third parties can assume that the product in question was placed on the market by MAD.

Section 19 Sanction clause

1. The Supplier undertakes to comply with all applicable sanctions laws, embargoes or restrictive measures or other economic and/or financial sanctions imposed by the United States of America, the United Kingdom, the European Union including its Member States or the United Nations (hereinafter "**Sanctions**").
2. Neither the Supplier, nor its directly or indirectly majority-owned or otherwise controlled subsidiaries, nor any member of the supervisory board, management or executive board, nor any of its dealers or agents:
   - is a "**Sanctioned Person**" (defined as a person that is listed on the OFAC list of Specifically Designated Nations And Blocked Persons, or on the Sanctions lists of the European Union, the United Kingdom or the United Nations, or is directly or indirectly owned, controlled or otherwise dominated by one or more such persons, i.e. 50% or more);
   - operates from a "**Sanctioned Country**" (this includes all countries that are subject to a country-specific embargo, which can be viewed at https://www.bafa.de/SharedDocs/Downloads/DE/Aussenwirtschaft/afk_embargo_uebersicht_laenderbezogene_embargos.html, for example);
   - is aware of any "Sanctions" related lawsuit, pending proceeding or public investigation against the Supplier or its directly or indirectly majority-owned or otherwise controlled subsidiaries.
   - has knowingly entered into an agreement, transaction or business with or in favour of a "Sanctioned Person" or in a "Sanctioned Country" in the last five (5) years that violates applicable "Sanctions".
3. The Supplier shall not (even partially) and neither directly nor indirectly use or otherwise make available the proceeds from the business relationship to finance any trade, business or other activities
   - in favour of a "Sanctioned Person" or
   - in any other way that objectively suggests that MAD is in breach of "Sanctions" or will become a "Sanctioned Person".
4. MAD shall be entitled to terminate any business relationship and terminate all obligations to the Supplier at the earliest point in time if the Buyer or any of its directly or indirectly majority-owned or otherwise controlled subsidiaries becomes a "Sanctioned Person" or breaches Sanctions".
5. The Supplier has implemented and maintains policies and procedures designed to ensure that its contractual partners and its directly or indirectly majority-owned or otherwise controlled subsidiaries comply with the applicable "Sanctions".
6. The Supplier shall immediately inform MAD in writing if the Supplier or any of its subsidiaries becomes a "Sanctioned Per son" or has violated any applicable "Sanctions".

Section 20 Compliance

1. The responsible treatment of people, the environment and nature is of particular importance to MAD. We have summarised our understanding of this in the "Code of Conduct for Suppliers" (available at: https://www.leipa.com/de/fuer-lieferanten?file=files/leipa-content/downloads/conditions/LEIPA_Code_of_Conduct_20230327_DE_Formular.pdf&cid=13975). LEIPA expects Suppliers to comply with the Code of Conduct for Suppliers. The Supplier shall endeavour to comply with the Code of Conduct for Suppliers vis-à-vis sub-Suppliers and subcontractors. MAD is authorised to check the Supplier's compliance with the Code of Conduct for Suppliers itself or through third parties commissioned by MAD.
2. In the event that the Supplier commits a material breach of the Supplier Code of Conduct, the Supplier undertakes to take appropriate and effective remedial action. If the Supplier refuses to take remedial measures, if the remedial measures are not promising or if the remedial measures are not implemented within the time schedule provided for in the remedial concept, MAD shall be entitled to terminate the contract with immediate effect.

Section 21 Contract language

1. The contract language is German. All correspondence and all other records and documents must be written in German. This also applies to all other documentation, e.g. for advance payment and warranty guarantees. Notwithstanding the foregoing, MAD shall also be entitled to request all documents and related communication in English.
2. If the contracting parties also use a language other than German, the German wording shall take precedence.

Section 22 Place of jurisdiction, choice of law, severability clause

1. The place of jurisdiction for all disputes arising from the contractual relationship shall be Frankfurt (Oder) if the Supplier is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in Germany. MAD shall be entitled to sue the Supplier at any other legal place of jurisdiction.
2. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of any conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. Should a clause of these GPC be or become invalid, this shall not affect the validity of the contract and the remaining clauses. The invalid or void provision shall be replaced by a provision corresponding to its economic intent. The same applies to regulatory gaps.