General Terms and Conditions of Purchase

Conditions applying to orders placed by GTC GmbH

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These General Terms and Conditions of Purchase apply to entrepreneurs and legal entities under public law.

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I. Scope

1. These General Terms and Conditions of Purchase (hereinafter "**TCP**") apply to the business relationship, meaning in particular all — including future — contractual agreements concerning the manufacture, processing, delivery and other (works or service) performance (hereinafter: "**Contract Products**") of business partners and suppliers (hereinafter "**Supplier**") with and for GTC GmbH, Talgraben 44, 73312 Geislingen an der Steige, Germany, or an affiliated company (hereinafter: "**GTC**"), provided that the Supplier is an entrepreneur or a legal entity under public law. Affiliated companies are companies in majority ownership or with a majority participation, dependent or controlling companies, group companies and companies with cross-shareholdings.

2. In addition to the TCP, the "**GTC Extended Terms and Conditions**" ("**ETC**") in their respective valid version apply as an integral part of these TCP. The ETC comprise the General Extended Terms and Conditions ("**G-ETC**") including the Code of Conduct for Business Partners, which apply to all business transactions, and the Automotive Extended Terms and Conditions ("**A-ETC**"). The ETC are published at **[insert source]**.

3. For deliveries of parts, spare parts, components and systems including the software contained therein which, following (further) processing by GTC, are intended for use in motor vehicles (hereinafter: "**Vehicle Parts**"), the A-ETC apply in addition.

4. The ETC apply in addition to the TCP and, unless expressly agreed otherwise, take precedence.

5. General terms and conditions of the Supplier or of third parties do not become part of the business relationship between GTC and the Supplier (jointly also: "**Parties**") and do not apply even where GTC has not expressly objected to them in the individual case or where GTC refers to a letter which contains or refers to general terms and conditions of the Supplier or of the third party. General terms and conditions of the Supplier or of the third party become part of the contractual relationship only if they have been expressly agreed between the Parties in writing.

II. Formation of Contract and Changes

1. Any costs incurred by the Supplier in the course of initiating a contract, in particular in connection with visits and with the preparation of cost estimates, offers and project studies, are not reimbursed by GTC in the absence of a corresponding agreement.

2. A contract for the rendering or delivery of Contract Products between the Parties is formed by acceptance of an order.

3. Every order placed by GTC with the Supplier ("**Order**") is an offer by GTC to conclude a contract with the Supplier concerning the Contract Products named in the Order.

4. The Supplier accepts an Order by (a.) accepting or confirming the Order in writing, (b.) commencing work under the Order, or (c.) not objecting to the Order in writing within 2 weeks.

5. If the Supplier has not accepted the Order as described above, GTC is not bound by the Order and is entitled to revoke the Order in writing.

6. GTC may — within the limits of what is reasonable for the Supplier — require changes to the ordered quantities of the Contract Products and to other delivery conditions (for example place, time). This applies in particular until the Supplier accepts an Order.

7. Orders and any changes and supplements thereto require the written form. Verbal agreements of any kind require written confirmation by GTC in order to be effective.

8. GTC is entitled at any time to require changes to the design and execution of the Contract Products. The Supplier shall assess such changes and shall notify their effects without delay in writing, in particular with regard to the technical characteristics, additional and reduced costs as well as the possibilities of implementation and the delivery dates. If no notification is made within 2 weeks of receipt of the request for change, the price previously agreed continues to apply, unless the Supplier informs GTC promptly and gives reasons why such notification cannot be made within 2 weeks. Before the Supplier implements a change, the express written approval of GTC is required.

9. All changes intended by the Supplier must be notified in writing without delay and require GTC's prior written approval before implementation. This concerns in particular any changes relating to the materials used, the manufacturing process, the place of manufacture and the tools used.

10. If the Supplier ceases its performance or if insolvency proceedings over its assets are refused for lack of assets, GTC is entitled to terminate the contract. Either Party is entitled to terminate the contract for good cause if proceedings for the taking of a sworn statement in lieu of an oath are conducted in respect of the other Party.

III. Prices, Terms of Payment, Invoicing, Assignment, Retention of Title, Taxes

1. Unless agreed otherwise, the agreed prices are fixed prices plus statutory value added tax (where applicable). The agreed price is binding. The agreed price is the entire remuneration payable by GTC, by which all work, (ancillary) services and expenses of the Supplier in connection with the relevant Order for the Contract Products and spare parts (that is, for example, also the transfer of licences and so forth) are fully settled.

2. Cost estimates of the Supplier are binding and are provided to GTC free of charge.

3. The Supplier shall address verifiable invoices to the invoicing address notified by GTC (see clause III. 5. below). The invoice must comply with the applicable statutory and tax provisions. The invoice must state in particular the Supplier's value added tax identification number or tax number. In addition, invoices must always contain the date of delivery or other performance in respect of the Contract Products, the delivery note, the number and date of the Order and the supplier number. Collective invoices are not accepted. Incorrect or incomplete invoices are deemed not to have been received until they have been corrected or completed accordingly.

4. Where a qualified electronic signature is used, invoices may be transmitted not only in paper form but also electronically, by fax or by e-mail.

5. Unless a deviating written agreement has been made, invoices are to be issued to the accounting department of GTC GmbH.

6. Payment is made by bank transfer or cheque.

7. Where a Contract Product is defective, GTC is entitled to withhold payment pro rata to the value until the contract has been duly performed.

8. GTC is entitled to rights of set-off and retention and to the defence of non-performance of the contract to the statutory extent. In particular, GTC is entitled to withhold payments that have fallen due for as long as GTC still has claims against the Supplier arising from defective Contract Products. GTC is entitled to set off against claims of the Supplier also with claims held by a company affiliated with GTC.

9. Unless agreed otherwise, GTC pays the purchase price within the statutory period of the respective country, currently 30 days (Germany) and otherwise 60 days after receipt of the invoice. Deviating arrangements require the written form and are agreed separately with the Supplier.

10. The Supplier is not entitled to assign or sell its claims against GTC without GTC's prior written consent, which may not be unreasonably withheld. GTC may, however, at its option make payment with discharging effect either to the Supplier or to the third party. The Supplier may exercise its right of set-off or retention only in respect of counterclaims arising from the same contractual relationship which have been established by a final court judgment or are expressly undisputed.

11. The Supplier shall inform GTC in good time of impending or existing payment difficulties or of a possible or applied-for insolvency.

12. If a retention of title in favour of the Supplier exists in respect of the Contract Products, that retention of title lapses at the latest upon full payment of the respective Contract Products by GTC. If a retention of title in favour of a sub-supplier or another third party exists in respect of a Contract Product delivered by the Supplier to GTC, the Supplier shall inform GTC of that retention of title in writing before delivery, precisely naming the entitled party and the claim of the entitled party. GTC is entitled to discharge that

retention of title by making payment directly to the entitled party, setting off such payment against the Supplier's claim.

13. Taxes, charges, customs duties and other public levies arising outside the Federal Republic of Germany, in particular in the Supplier's country of domicile or in the country in which performance is rendered, are borne by the Supplier; they are settled by the agreed price. Where the Supplier renders services outside the Federal Republic of Germany, it shall fulfil all tax and reporting obligations existing there, including those for the personnel it deploys, and shall indemnify GTC against any claims by the authorities there.

14. The Supplier shall show value added tax only to the extent that it is entitled to do so. If the tax liability passes to GTC, this must be stated on the invoice and the value added tax identification numbers of both Parties must be given. Tax shown without justification is not reimbursed by GTC.

15. If GTC is obliged under German law to make a tax deduction from the remuneration and to remit it to the tax authority for the account of the Supplier, GTC is entitled to do so. This concerns in particular remuneration for the granting of rights, licences, software and know-how as well as certain services exploited within Germany. The amount withheld and remitted is deemed to be part of the agreed remuneration and to have been paid to the Supplier; the Supplier has no claim to an increase of the price by the amount deducted.

16. The Supplier shall cooperate in avoiding or reducing a tax deduction. For this purpose it shall submit to GTC, in good time before the due date, the required evidence, in particular a certificate of residence from its tax authority as well as an exemption or reduction certificate from the competent German authority. If it does not submit these, or does not submit them in good time, GTC makes the deduction in full. Where remuneration contains both portions subject to the tax deduction and portions not subject to it, the Supplier shall show these portions separately in the invoice; if no such split is made, GTC may subject the entire remuneration to the deduction.

IV. Delivery, Dates, Packaging

1. The delivery dates or delivery periods stated in the Order (the time of receipt of the goods at / of the rendering of the service to GTC) are binding on the Supplier and material to the performance of the respective Order. If no delivery time was stated in the Order and none was otherwise agreed, delivery or performance is to be rendered without delay. Unless agreed otherwise, compliance with the delivery date is determined by receipt of the Contract Product at the registered office of the GTC company placing the Order or at that of the recipient designated by the ordering company.

2. Unless agreed otherwise in writing, delivery is made DDP Incoterms 2020.

3. The risk of accidental loss and accidental deterioration passes to GTC only when the Contract Product is handed over to GTC at the agreed place of destination.

4. GTC may postpone delivery dates under Orders by up to three months without the Supplier being entitled to a change in the prices of the Contract Products or to reimbursement of costs or compensation for damage. GTC shall always inform the Supplier of any changes to dates at the earliest possible time.

5. Early delivery or performance is not permissible without GTC's express written consent.

6. The Supplier is obliged to inform GTC in writing without delay if circumstances of any kind arise or become apparent to it from which it follows that the agreed delivery time (possibly) cannot be met. Partial deliveries or partial performance are not permissible unless GTC has expressly consented thereto in writing.

7. In the absence of consent under clause IV. 5. or 6., GTC may refuse to accept such deliveries or may return or store them at the Supplier's cost and risk.

8. Where a delivery time has been agreed from which it follows on which day delivery or performance must at the latest be rendered, the Supplier is in default upon expiry of that day in the event of non-delivery or non-performance, without any reminder being required. In the event of delay in delivery, GTC is entitled to the statutory claims without restriction.

9. Acceptance without reservation of an early or late delivery or performance of a Contract Product does not constitute a waiver of claims for compensation.

10. Unless a more extensive agreement on packaging is made, the Supplier must pack and mark the Contract Products properly with the care customary in the trade and dispatch them as cost-effectively as possible, observing the applicable safety standards and the applicable statutory provisions. Packaging, outer packaging, packaging aids and load carriers must not contain any hazardous substances and must be materially recyclable. If Contract Products contain hazardous substances, this must be marked on the packaging. The Supplier is further obliged to comply with the relevant export control provisions and to state on every order confirmation, every delivery note and every invoice the respective export list number or numbers under the applicable export control provisions, and in particular to submit long-term supplier's declarations once a year.

11. Complete traceability in the supply chain must be ensured. In particular, the batch number of the Supplier's Contract Product must be stated on the delivery documents.

12. Unless agreed otherwise, the Supplier is responsible for obtaining the documents and particulars necessary for transport and customs clearance, for making them available to GTC in good time and for organising customs clearance.

V. Quality and Documentation, Compliance, Subcontractors

1. The Supplier must comply, for its Contract Products, with the generally recognised rules of technology, the applicable safety regulations and the agreed technical data.

2. The Contract Products must comply with all product-specific or service-specific requirements and quality requirements agreed or communicated by GTC or its customers, must correspond to a level of safety in line with the current state of science and technology and must be fit for the intended purpose. This concerns in particular any specifications, drawings and other written requirements of GTC. In addition, Contract Products must meet all statutory and regulatory requirements.

3. The Supplier is obliged to examine all Contract Products comprehensively for freedom from defects before dispatch and to document this.

4. The Supplier undertakes to act in compliance with the law at all times. In particular, the Supplier is obliged not to commit any acts, and not to omit any acts, which may lead to sanctions under administrative offence law or criminal law. This concerns in particular an administrative offence or criminal liability on account of fraud or breach of trust, insolvency offences, offences against competition, the granting of advantages, the acceptance of advantages, active or passive bribery or comparable offences by persons employed by the Supplier or by other third parties. The Supplier must ensure that its organisation is set up accordingly, that employees and executive bodies have been trained and obliged accordingly, and that sub-suppliers have likewise given corresponding declarations and undertakings. In the event of a breach hereof, GTC is entitled to withdraw from or terminate all legal transactions existing with the Supplier without notice and to break off all negotiations. Without prejudice to the foregoing, the Supplier is obliged to comply with all laws and regulations concerning it and the business relationship with GTC.

5. The Supplier is obliged to establish and maintain a quality management system. In doing so, the Supplier must retain quality records (in particular regarding manufacturing batches and times, end-of-line testing, outgoing goods inspection and documents relevant to traceability) as well as records and documents relevant to safety and development for at least the period prescribed by law.

6. Where the Supplier renders services on GTC's premises, it must notify the coordinator designated by GTC of the commencement and scope of the work and coordinate its course. In this connection the coordinator is authorised to issue instructions.

7. For materials (for example substances, preparations) and objects (for example goods, parts, technical equipment, uncleaned empties) which, on account of their nature, their properties or their condition, may give rise to hazards to human life and health, to the environment and to property and which for that reason must receive special treatment under applicable provisions as regards packaging, transport, storage, handling and waste disposal, the Supplier shall provide GTC with a fully completed EU safety

data sheet under the European chemicals regulation (REACH) in its respective valid version and with an appropriate accident instruction sheet (transport). In the event of changes to the materials or to the legal situation, the Supplier shall provide GTC with updated data sheets and instruction sheets.

8. The Supplier is entitled to have its services performed in whole or in part by third parties ("**Subcontractors**") only with GTC's prior written consent. The Supplier may only engage such Subcontractors, and source from such sub-suppliers, as have likewise been obliged in accordance with the requirements of these TCP. Should the Supplier engage Subcontractors in order to fulfil its contractual obligations, the Supplier must in particular oblige them by contract to grant GTC and its customers a right of audit in their production facilities. The Supplier is answerable for defective services and Contract Products of its Subcontractors.

VI. Acceptance and Incoming Goods Inspection

1. Where, on account of the nature of the agreement between GTC and the Supplier or of the nature of the Supplier's performance obligation or on account of statutory provisions, an acceptance is required and nothing else has been agreed in this respect, acceptance takes place formally by means of an acceptance record after completion and delivery of the Contract Product. Any deemed acceptance by silence in response to a request for acceptance by the Supplier, by payment of the remuneration or by actual taking into use of the Contract Product is excluded.

2. Unless agreed otherwise in writing, GTC limits the incoming goods inspection to the checking of obvious transport damage as well as of quantity and identity in accordance with the circumstances of proper business operations. GTC shall give notice of obvious defects of the Contract Products established in this way without delay after delivery, and of hidden defects without delay after their discovery. To that extent the Supplier waives the objection of late notification of defects.

3. Payment of an invoice without objection does not mean that GTC assesses the respective delivery or the respective Contract Product as being in conformity with the contract.

VII. Force Majeure

1. GTC is not liable in cases of force majeure.

2. "**Force majeure**" covers all unforeseeable, serious events which GTC cannot avert; these include, without limitation, operational disruptions for which GTC is not responsible, interruptions of production at GTC's customer which are not merely temporary, civil unrest, war, natural disasters and official measures.

3. Every case of force majeure releases GTC, for the duration of its existence, from its (performance) obligations, in particular from the obligation to take timely acceptance.

4. In the event of short-time working, business interruption and other cases of business standstill which prevent GTC, through no fault of its own, from taking delivery or acceptance of the Contract Products in the area concerned, the Parties shall, as far as possible, agree a suitable substitute date. In these cases the mutual obligations are suspended for the duration of the event.

VIII. Warranty

1. The Supplier warrants that its Contract Products and all associated deliveries and services have the contractually warranted characteristics, are free from defects and faults and remain free from defects and faults during the warranty period. Unless provided otherwise below or elsewhere, the statutory provisions on material defects and defects of title apply.

2. By way of derogation from the statutory rule under which claims for defects are excluded where a defect has remained unknown to the buyer as a result of gross negligence, GTC is entitled to the claims for defects without restriction in that case as well.

3. Warranty claims become time-barred upon expiry of 24 months from the time of delivery or, depending on the nature of the performance obligation, from the time of acceptance (see clause VI.).

4. The limitation period is suspended from receipt by the Supplier of a written notification of defects from GTC. That suspension ends, however, upon remedy of the defects by the Supplier. GTC endeavours to notify the Supplier of defects and faults in writing without delay as soon as they are established in accordance with the circumstances of proper business operations.

5. The Supplier must remedy all defects notified within the warranty period or replace the defective Contract Product with one free from defects, at GTC's option. The Supplier may refuse the form of subsequent performance preferred by GTC if it is possible only at disproportionate cost. The costs of remedy or of replacement delivery, including all ancillary costs, are borne by the Supplier.

6. Where GTC has concluded warranty agreements customary in the industry with its customers, the Supplier must bear the costs and damage attributable to its share of the supply, calculated in accordance with the aforementioned agreements. GTC shall, as far as possible, inform and involve the Supplier in the course of the analysis and the handling of recourse.

7. If the Supplier does not fulfil the warranty obligations determined hereunder and the statutory warranty obligations, or does not fulfil them in accordance with the contract, or if it is not reasonable for GTC to assert claims for subsequent performance on account of urgency, in particular in order to avert acute hazards or to avoid greater damage (for example where a delay in delivery to GTC's customer is imminent), or if the Supplier is unable to effect repair or replacement delivery, GTC is entitled to carry out the necessary measures itself or have them carried out by third parties at the Supplier's cost.

8. In the event of material defects and defects of title, the Supplier shall indemnify GTC against claims asserted by third parties against GTC. This also applies where such claims are attributable to defective products and services of the Supplier's Subcontractors.

IX. Liability

1. GTC and the Supplier are liable in accordance with the statutory provisions.

2. GTC may assert damage of group companies against the Supplier as if it were its own damage.

3. The Supplier shall hold GTC harmless from and indemnify it against all liabilities, costs, damage and expenses which are based on conduct or omission of the Supplier or of its sub-suppliers which is not in conformity with the agreement.

4. If GTC is held liable under strict product liability (in particular where judicial or extrajudicial claims are asserted on account of a product defect), the Supplier is obliged to indemnify GTC against such claims and against the expenses and damage arising therefrom (including the costs of legal action), to the extent that the product defect was caused by the Supplier or is attributable to it. This also applies to measures to avert damage by way of recall actions.

5. The Supplier shall, upon request, provide GTC with appropriate support in investigating and defending claims of third parties. As far as possible, GTC shall inform the Supplier appropriately of the facts in liability cases and give it the opportunity to examine the matter. This does not apply where informing or involving the Supplier is impossible on account of particular urgency.

6. Other statutory or contractual rights of GTC, in particular arising from product liability, tort and agency without specific authorisation, remain unaffected by the provisions of this clause.

X. Insurance

1. The Supplier undertakes to ensure appropriate insurance cover with regard to its obligations.

2. Upon request, the Supplier shall provide GTC with evidence of the insurance cover.

3. The Supplier shall notify GTC in writing without delay of material changes to the insurance arrangements, in particular of the lapse of the insurance cover or of a reduction of the minimum sums insured.

4. The non-existence and the lapse of the insurance cover entitle GTC to terminate for good cause.

XI. Industrial Property Rights, Intellectual Property and Know-how

1. The Supplier must ensure that the Contract Products and the manufacturing process do not infringe any rights of third parties (in particular patent rights, utility model rights, copyrights, design rights, trademark rights or other intellectual property rights). It is liable for the expenses and damage arising from the infringement of third-party rights (including the costs of legal action) and shall indemnify GTC against all claims arising from the use of such rights.
2. The Supplier's liability and obligation to indemnify do not exist to the extent that the Supplier has manufactured the Contract Products exclusively in accordance with detailed drawings or models provided by GTC and demonstrably does not know, and in connection with the products developed by it need not know, that industrial property rights are thereby infringed.
3. The Supplier undertakes to inform GTC without delay of any risks of infringement and alleged cases of infringement of which it becomes aware and to support GTC free of charge in an appropriate manner (for example in the investigation, analysis and evaluation of documents) in defending against possible claims.
4. Upon GTC's enquiry, the Supplier shall notify GTC of the use of published and unpublished industrial property rights and applications for industrial property rights of its own and of licensed ones in respect of the Contract Product.
5. The Supplier is obliged, to the extent legally possible, to indemnify GTC upon first demand against all claims asserted by third parties against GTC on account of an infringement of industrial property rights, and to reimburse GTC for all necessary expenses in connection with such claims. This claim exists irrespective of fault on the part of the Supplier.
6. The Supplier is liable for claims which arise, upon use of the Contract Products in accordance with the contract, from the infringement of granted or applied-for industrial property rights. The Supplier shall indemnify GTC against all claims arising from the use of such rights. Upon delivery of a Contract Product protected by copyright, GTC receives from the Supplier a simple, unrestricted right of use in all forms of use.
7. The Supplier is obliged to impose the content of this clause XI. on its sub-suppliers.

XII. Confidentiality, Data Protection, Competition

1. The Supplier shall use the information and documents, in particular technical details and all associated documents (hereinafter jointly: "**Information**"), which have become or become accessible to it in the course of the cooperation with GTC, only for the performance of the contractual obligations incumbent upon it arising from the cooperation. This Information also includes the results, data and knowledge generated in the course of the cooperation.
2. Such Information may be made accessible only to those employees who are necessarily involved and who have been obliged to maintain confidentiality to the same extent.
3. Exceptions to this clause XII. require GTC's prior express written consent.
4. The Supplier is further obliged to treat all technical, commercial and organisational details which are not in the public domain and which become known to it through the business relationship with GTC as a trade secret and, for an indefinite period after termination of the business relationship, neither to exploit them itself nor to make them accessible to third parties. The Supplier is responsible for obliging the respective recipients of Information to maintain confidentiality in accordance with these provisions.
5. This obligation of confidentiality does not apply in respect of such Information as
   - was demonstrably already known to the Supplier before the business relationship with GTC,
   - the Supplier demonstrably receives lawfully from third parties without the imposition of an obligation of confidentiality,
   - is generally known or becomes generally known without a breach of the obligations contained in this clause, or

- must be disclosed on the basis of mandatory provisions.

6. In maintaining confidentiality the Supplier shall apply the care of a prudent businessperson, but at least the same care which it applies in the handling of its own confidential information.

7. The Supplier undertakes to secure all Information effectively against access by unauthorised third parties within the limits of what is possible according to the respective state of the art, and in particular to secure it against misappropriation, loss, manipulation, damage or any reproduction. If the Supplier has indications that third parties may have obtained knowledge of the Information and data, it shall inform GTC without delay and, in coordination with GTC, initiate all necessary steps in order to clarify the facts, to end the access and to prevent future access.

8. Should the Supplier store, handle or process the Information and data in its data processing systems, it shall ensure that unauthorised third parties cannot access these data.

9. The Supplier undertakes to return all Information received to GTC after termination of the business relationship or upon GTC's request. The Supplier shall further remove all Information from its data processing systems and shall, at GTC's option, return all reproductions of the Information to GTC or destroy the reproductions in such a way that reconstruction is impossible. Upon GTC's request the Supplier shall provide evidence of the complete return or destruction and confirm it in writing.

10. The Supplier is obliged to comply with, and shall observe, all data protection provisions in their respective valid version. The Supplier must ensure that its employees are aware of data protection obligations and process personal data only on the instructions of the controller. Evidence that this obligation has been ensured is to be submitted to GTC or to its data protection officer upon request.

11. Where the Supplier processes personal data of GTC under its own responsibility and for its own purposes, GTC must observe and document the legal basis on which it transfers the data to the Supplier.

12. For each case of breach of one of these obligations, the Supplier undertakes to pay a contractual penalty amounting to 5 % of the respective order value. It is to be set off against any claims for damages of GTC on account of breach of confidentiality.

13. The Parties may advertise their business relationship with each other only with the prior written consent of the respective other Party.

14. Drawings, models, templates, samples and similar objects which are made available to the Supplier by GTC or paid for by GTC remain the property of GTC. They may not be handed over or otherwise made accessible to third parties and may be used for deliveries to third parties only with GTC's prior written consent. Sub-suppliers are to be obliged accordingly.

15. The obligations of confidentiality contained in this clause continue to apply after expiry or termination of the business relationship.

XIII. Miscellaneous Provisions

1. The law of the Federal Republic of Germany applies exclusively, unless agreed otherwise. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

2. The place of performance for the Contract Products is the receiving plant or the receiving branch in accordance with the respective Order of GTC. Where no particulars regarding the place of performance are given, the place of performance is Geislingen an der Steige, Germany.

3. For all disputes, meaning in particular present and future claims arising from the business relationship, the exclusive place of jurisdiction is Geislingen an der Steige, Germany. GTC is also entitled to bring proceedings at the Supplier's registered office.

4. If one of the provisions of these TCP is invalid, the validity of these TCP in all other respects remains unaffected. The Parties shall agree a provision which takes account of the interests of both sides.

5. Changes and supplements to these TCP are effective only in writing. The same applies to this written form requirement.

6. These TCP are published in German and in English. **Both language versions apply in their own right; neither takes precedence over the other.** For the individual Order, the version applies to which the Order refers and which has been made accessible to the Supplier. Where one language version deviates from the other, the version used for the Order concerned applies as worded; GTC bears the risk of a deviating translation.