I. Scope
1. The conditions of purchase below shall be exclusively applicable to orders. The Supplier's terms and conditions deviating from or supplementing the purchase conditions shall be non-binding on the Purchaser even if the Purchaser fails to object or if the Supplier states that it is only willing to supply under its terms and conditions. Even if supplies or services are accepted without express objection, this shall not be deemed acknowledgement of, or consent to, the Supplier's terms and conditions. If the Supplier is not in agreement with the above handling, it must immediately point this out in a special letter. We reserve the right to rescind the contract in such case.
2. Deviations from these conditions shall require the express written confirmation of order acceptance or execution of the order without any objections shall be deemed acknowledgement of these Terms and Conditions of Purchase.
4. Deliveries shall be effected at the Supplier's costs, free of expenses, to the stipulated shipping address unless otherwise ex-
5. The Supplier shall be obligated to transfer title in the contractual goods to the Purchaser at handover, at the latest upon payment of the relevant delivery. Any extension or enlargement of possible res-
6. The Supplier shall be obligated to transfer title in the contractual goods to the Purchaser at handover, at the latest upon payment of the relevant delivery. Any extension or enlargement of possible res-
7. Invoices in duplicate shall be sent with the delivery. The forwarding address, delivery note and invoice must contain our reference number, vice, delivery note and invoice must contain our reference number, Netzeews & NETZSCH GABO Instruments GmbH, Selb/Wilden.

II. Conclusion of Contract, Amendments
2. The law of the Federal Republic of Germany shall be applied to all disputes arising from and in connection with this contract. How-
3. The law of the Federal Republic of Germany shall be applicable.

III. Delivery, Delivery Documentation and Passage of Risk
1. Deliveries shall be effected at the Supplier's costs, free of ex-
2. The Supplier shall be obligated to deliver the then existing goods to the Purchaser at the latest upon payment of the relevant delivery. Any extension or enlargement of possible res-
3. Any extension or enlargement of possible res-
4. Material provided by the Purchaser shall remain the property of the Purchaser and also provide them with the consent of the Purchaser. The Supplier may then also request the lump-sum compensation if it fails to expressly reserve the right to it when accepting the goods.

V. Claims of Purchaser
1. Claims of the Purchaser against the Supplier may only be claimed with the consent of the Purchaser.

VI. Assignment
1. Claims of the Purchaser against the Supplier may only be claimed with the consent of the Purchaser.

VII. Lithium Property Rights
1. The Supplier shall be liable to relating to non-infringement of industrial property rights through shipment and use of the purchased goods.
2. If this obligation is breached, the Purchaser shall be entitled to the statutory warranty rights. If the Purchaser asserts claims for com-

VIII. Assignment
1. Claims of the Purchaser against the Supplier may only be claimed with the consent of the Purchaser.
2. Assignment of the regulated damage, it shall be obliged to release the Purchaser from compensation claims of third parties to the extent that the cause is in the Supplier's sphere of control and organisation and that it, itself, is liable vis-a-vis third parties.

IX. Assignment
1. Claims of the Purchaser against the Supplier may only be claimed with the consent of the Purchaser.

X. Liability
1. In cases of breach of contractual, statutory or regulatory provisions, the Supplier shall be responsible for intent and any kind of negli-

XI. Irrespective of national and EU high concern” (SVHC) – in concentrations of over 0.1 mass per-

XII. Material Provided by the Purchaser
1. Material provided by the Purchaser shall remain the property of the Purchaser.

XIV. Place of Performance, Place of Jurisdiction, Applicable Law
1. The place of performance for all deliveries and services shall be at our registered seat, unless a different place to which the goods are delivered is agreed.
2. The court at our registered seat shall be solely competent for all disputes arising from and in connection with this contract. How-

XV. Miscellaneous
1. If one or more than one provision of these Terms and Conditions of Purchase should or become invalid, this shall not affect the va-

XVI. Substance Restrictions
1. The Supplier shall ensure that the goods delivered meet the re-
2. Substances referred to in the then current version of the relevant legal stipulations, in particular those of the German “Kreislaufwirtschaftsgesetz (KwG)” (recycling management and waste law, as well as its subordinate regulations, such as regional and local waste disposal laws.

Effective as of March 2021