

# General Terms and Conditions of Purchase of Krone Group n° 01/26

## Section 1 General, Scope

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships between companies within the KRONE Group (as defined in Section 15 of the German Stock Corporation Act) and our business partners and suppliers (the "Sellers"). These GTCP only apply if the Seller is a trader (Sec. 14 BGB (Bürgerliches Gesetzbuch, German Civil Code), a legal entity under public law or a special fund under public law.

(2) In particular, these GTCP apply to contracts for the sale and/or supply of moveable objects (the "Goods"), irrespective of whether the seller produces the Goods itself or buys them from suppliers (Sec. 433, 651 BGB). These GTCP, as amended, shall also apply as framework agreement for future contracts with the same seller in respect of the sale and/or delivery of moveable objects or the provision of services without our having to refer to them specifically in each individual case.

(3) No other stipulations shall apply but these GTCP. Any deviating, conflicting or supplementary general terms and conditions of the Seller shall only form part of the contract if and to the extent that we have expressly agreed to their validity in writing. The requirement that we agree shall be applicable in any case, also if we, being aware of the Seller's general terms and conditions, accept their deliveries without any reservation.

(4) Any individual agreements with the Seller concluded in the individual case (including ancillary agreements, supplements and modifications) generally take precedence over these GTCP. The content of such agreements shall be governed by a contract concluded in writing or by our confirmation issued in writing as a minimum requirement. Insofar, this is particularly true for the following:

- Purchase order
- Framework agreements with suppliers
- Agreements regarding quality and environmental aspects
- Binding guidelines e.g. for the dispatch of production materials and spare parts
- Specific confidentiality agreements
- Delivery schedule agreement

(5) Any legally relevant statements or notices made to us by the Seller after the conclusion of the contract (e.g. setting of deadlines, reminders, notices of withdrawal) must be in writing to be valid.

## Section 2 Conclusion of the Contract

(1) Our purchase order shall be only be considered binding, as a minimum requirement, after our placing or confirming it in writing. The Seller must notify us of any obvious errors (e.g. spelling or calculation errors) and omissions in the purchase order, including the order documents, so that we may correct or complete them before accepting the order.

(2) The Seller shall confirm our purchase order within five days as a minimum requirement in writing (acceptance).

An acceptance later than that is considered a new offer that requires acceptance by us.

## Section 3 Delivery Period and Delay in Delivery

(1) The delivery date specified by us in the purchase order or agreed otherwise (e.g. in the delivery schedule agreements) is binding. If the delivery date is neither specified in the purchase order nor agreed otherwise, delivery shall be effected two weeks after conclusion of contract. The Seller is obliged to notify us in writing without delay if, for whatever reason, they are unlikely to be able to meet an agreed delivery date.

(2) Should the Seller fail to perform their obligations, or fail to do so within the agreed delivery period, or be in default, our rights – in particular to rescind the contract and claim damages – shall be determined in accordance with the statutory provisions. The regulations from para. 3 remain unaffected.

(3) If the Seller is in default, we have the right to claim a contractual penalty in the amount of 1% of the net price of the affected goods per completed calendar week, up to a maximum of 5% of the net price of the goods delivered too late. We are entitled to claim the contractual penalty in addition to specific performance and as the minimum amount of damages owed by the Seller in accordance with the statutory provisions; this does not affect our right to claim further damages.

## Section 4 Performance, Delivery, Transfer of Risk, Delayed Acceptance

(1) Without our previous consent in writing, the Seller shall not have third parties (e.g. subcontractors) provide the services owed. Unless agreed otherwise in individual cases, the Seller bears the risk of procurement for Seller's services.

(2) Delivery shall be made on a "delivered duty paid" basis (DDP Incoterms 2020) to the location specified in the purchase order, unless expressly agreed otherwise. If the destination is not specified and no other agreement has been made, the delivery shall be effected to the place of business of the ordering company of the Krone Group. The respective destination is also the place of performance (obligation to deliver).

(3) The delivery must be accompanied by a delivery note (with a delivery note number) stating the date (of issue and dispatch), the contents of the delivery (item number(s), quantity (number of units) and material description), the name and address of the seller, and our order reference (date and order number/delivery schedule number). In case of a missing or incompletely or incorrectly filled in delivery note, we shall not be responsible for any resulting delays in handling and payment.

Separate from the delivery note, a respective notification of dispatch with the same content shall be promptly sent to us.

(4) For delivery, the Seller shall use suitable packaging that protects the delivery items, in particular from damage and the effects of the weather, and – where possible – use standard load carriers. The use of special load carriers shall be coordinated with us. Generally, the packaging shall comply with the following requirements: weather proofness, stackability, and one type of packaging material only (no mixed pallets). If it is impossible to use only one type of packaging material, the different material types used shall be listed on the weatherproof goods label affixed to the delivery item or its packaging.

The weatherproof goods label, which should be designed in accordance with the relevant VDA recommendation where possible, shall (also) include the following details: recipient, name and address of the Seller, order number/delivery schedule number, our material number, quantity and units, weight and dispatch date. Self-adhesive goods labels shall not be affixed to the packaging material and/or the delivery item.

(5) The risk of accidental loss and accidental deterioration of the item shall pass to us on transfer of the goods at the place of performance. Where inspection and approval have been agreed, this shall determine the point at which risk passes. Inspection and approval are subject to the statutory regulations of the law applicable to works and services apply. Insofar, the situation in respect of transfer or inspection and approval is the same, provided that we are in default of inspection and approval.

(6) Generally, the occurrence of our being in default of inspection and approval is subject to the statutory regulations. However, the Seller must expressly offer to perform the service even if a specific or determinable period of time has been agreed for an action or contribution on our part (e.g. the provision of materials). If we are in default of inspection and approval, the Seller may demand reimbursement of extra expenses according to the statutory regulations (Sec. 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Seller (custom-made item), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for any failure to do so.

(7) Partial deliveries by the Seller are only permitted if agreed upon in the contract of subject to our previous consent in writing as a minimum requirement. This applies analogously to deliveries prior to the agreed delivery date.

### Section 5 Prices and Terms of Payment

(1) The price specified in the purchase order is binding. All prices include turnover tax unless turnover tax is itemized separately, unless it is obvious that the service ordered is subject to turnover tax.

(2) Unless agreed otherwise in individual cases, the price includes all services and ancillary services provided by the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs duties and customs clearance costs). At our request, the Seller shall take back packing material at its own expense.

(3) The agreed price shall be payable within 30 calendar days after completed delivery and service (including inspection and approval, if agreed) as well as receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice, unless otherwise expressly agreed. In the case of a bank remittance, payment is deemed to have been made on time if our remittance order is received by our bank before the payment deadline; we are not responsible for any delays caused by the banks involved in the payment process.

(4) There shall be no interest payable from the due date. The interest on arrears shall be a maximum of five percentage points above the applicable base rate per annum. The statutory provisions apply to the commencement of our default; however, notwithstanding these provisions, a written reminder from the Seller is required in all cases.

(5) The Seller shall send their invoice to the company of the KRONE Group that is to receive delivery. The invoice must comprise the number and date of the contract/purchase order to which it relates, as well as Seller's turnover tax ID number, the number and date of the delivery note and the

type and quantity of the invoiced goods. Generally, the invoice should relate to one delivery note only. Partial invoices shall be labelled accordingly.

(6) We are entitled to rights of set-off and retention, as well as the defence of non-performance, to the extent permitted by law. In particular, we have the right to retain due payments as long as we are still entitled to claims against the Seller from incomplete or faulty services.

(7) The Seller shall only be entitled to rights of set-off and retention in respect of counterclaims that have been finally adjudicated or are undisputed.

(8) Our payment of the remuneration to the Seller shall not constitute our recognition of a fault-free, proper delivery/service by Seller.

### Section 6 Spare Parts

(1) Irrespective of whether a delivery contract remains in force, the Seller agrees to provide to us or to third parties named by us sufficient quantities of goods to be used as spare parts for a period of fifteen (15) years after termination of Seller's delivery of goods for our series production, or for a shorter period of time specified by us in writing as a minimum requirement. The Seller shall make sure that its subcontractors comply with the regulations in this paragraph.

(2) During the period of a delivery contract, the price of the goods used as spare parts is defined by the series price agreed upon in the delivery contract. For any period of guaranteed supply extended according to para. 1, the price shall be negotiated individually by both parties.

(3) We have the right to procure goods to be used as spare parts directly from Seller's subcontractors or from any third party.

### Section 7 Seller's Other Obligations

(1) Component identification: The Seller shall ensure, by appropriately marking the goods with a sequence of numbers, that the goods can be traced back to one of their production batches. If Seller procures components from subsuppliers, Seller shall ensure traceability to the subsuppliers in the same way.

(2) Proper storage: If using material provided by us for further processing or finishing by the Seller, the Seller shall store such material properly. This includes in particular the careful handling of the provided material, also during transport for relocation, and the protection against deterioration of the material due to weather effects. The Seller shall take out insurance against damage of the material provided by us. At our request, the Seller shall submit the insurance policy as evidence of the existence and the conditions of such insurance.

(3) Supply chain: The Seller shall ensure that its products are manufactured, stored, processed, and loaded at secure facilities and handling locations, and that they are protected from unauthorized access during manufacturing, storage, processing, loading, and transportation. The Seller shall ensure the reliability and proper qualification of the personnel assigned to the production, storage, processing, loading, transport and transfer of such goods. The Seller shall ensure that business partners acting by supplier's orders have been informed that they likewise have to take suitable measures to secure the above-named delivery chain.

(4) REACH: The Seller agrees to ensure at all times that the items delivered to us (including packaging) comply with the requirements of the REACH Regulation and must confirm this to us in writing at any time upon our request.

(5) **Technical documentation:** Immediately upon receipt, the Seller shall inspect any technical documentation provided by us for correctness and completeness, as well as the consistency of internal dimensions and its practical applicability. Seller shall notify us promptly in writing, as a minimum requirement, of any faults or missing documentation.

(6) **Export regulations:** The Seller acknowledges that the shipment, transfer, or delivery of goods and/or technical documentation may be subject to the export laws and regulations of the European Union, the Federal Republic of Germany, and/or the United States (hereinafter referred to as "Export Control Regulations"). The Seller agrees to comply with the applicable Export Control Regulations and to support us comprehensively in complying with such Export Control Regulations.

Accordingly, the Seller agrees to provide us, prior to or in connection with the shipment, transfer, or delivery of goods and/or technical documentation to us, with the correct export classification in accordance with the currently applicable version of the relevant legal instruments governing the respective item (e.g., the classification pursuant to the Export List applicable to the Federal Republic of Germany, the classification pursuant to the EU Dual-Use Regulation, the corresponding category in the US Munitions List (USML), or the Export Control Classification Number (ECCN) pursuant to the EAR) and to provide all information required in this context.

Furthermore, the Seller shall provide any reasonable support requested by us to ensure the full compliance with the applicable Export Control Regulations. In the frame of such support, the Seller shall inform us if a shipment, transfer, or delivery of an item and/or technical documentation requires an export license or another authorization under the applicable Export Control Regulations.

The Seller agrees that, whenever the shipment, transfer, or delivery of any goods requires an export license or other authorization under the applicable Export Control Regulations, the Seller will obtain such license or authorization at its own expense and in a manner that ensures the required license or authorization is granted within the specified delivery time.

(7) **Customs:** The Seller is obligated to provide, free of charge, a formal supplier's declaration regarding the customs origin of the goods for each delivery to or for us, in accordance with European customs law and in its currently valid version (in particular, a preferential movement certificate EUR.1, Form A, declaration of origin on the invoice and delivery note, a (long-term) supplier's declaration, or a non-preferential certificate of origin, non-preferential country of origin on the delivery note; hereinafter collectively referred to as the "Supplier's Declaration").

Long-term Supplier's Declarations are generally valid for the specified periods. However, the Seller agrees to issue a new or further long-term Supplier's Declaration on our request, or if the information provided in the existing Supplier's Declaration cease to be accurate now or in future.

The Seller agrees to notify us immediately if the information provided in a Supplier's Declaration ceases to be accurate in the future, or if the Seller discovers that information in a Supplier's Declaration that has already been issued is inaccurate, or that a Supplier's Declaration was issued in error.

If and to the extent that changes affect items covered by the contract for which we have already placed a binding purchase order with the Seller, we are entitled to a contractual right of withdrawal in the event of changes to the Supplier's Declaration. We have no right of withdrawal if and to the extent that we can reasonably be expected to accept such change. A change is generally reasonable if it has no or only

minor effects on us or the delivered goods, or if the Seller fully compensates us for any financial disadvantages resulting from the change.

The Seller shall be liable for any losses or damages we incur as a result of the improper or late submission of the Supplier's Declaration, proof of customs origin (e.g., EUR.1, Form A, A.TR., etc.), or notification of a change in the origin of the goods, unless such failure is beyond the Seller's control.

Upon our request, the Seller shall submit evidence of their information regarding the origin of the goods by means of an information sheet confirmed by the customs agency.

In case of reasonable doubts in the correctness of the information, the Seller is obliged to disclose to the customs office and to us information on the investigation into the origin and to submit evidence of the origin. This also comprises the provision of the corresponding production and calculation documents. Reasonable doubts may arise, for example, when a competent authority requests information or investigates the origin of goods.

The customs origin of the goods as stated by the Seller constitutes an agreement regarding the quality of the delivered goods.

The provision of the Supplier's Declaration to us shall be a condition precedent for the demand for payment of the purchase price or Seller's other claim for remuneration against us to become due.

The Seller agrees to provide us with the complete and correct customs tariff code for the goods delivered, either prior to or at the latest upon delivery.

## **Section 8 Confidentiality, Reservation of Ownership, Data Protection**

(1) Any figures, plans, drawings, calculations, work instructions, product descriptions and other documentation provided by us to the Seller shall remain our property. The same applies to copyrights in the above-named documents. Such documents shall only be used to provide services under the contract, and shall be returned to us after completion of the contract. The documents – as well as all other information concerning us that the Seller receives in the course of our business relationship – must be kept confidential vis-à-vis third parties, even after completion of the contract. The duty of confidentiality shall only cease to apply if and to the extent that the knowledge contained in the documents or information provided has become public knowledge. Any use of the Seller for advertising purposes of information about the business relationship with us is subject to our previous approval in writing, as a minimum requirement.

(2) The above regulation applies analogously for items and materials (e.g. software, finished and semifinished products) as well as tools, samples, patterns and other objects provided by us to Seller for production purposes. Before they are processed, such items shall be stored separately at Seller's expense and shall be reasonably protected and insured against loss and destruction.

(3) Any processing, mixing or combining (further processing) of the items supplied by Seller shall be carried out on our behalf. This applies analogously to further processing of the delivered goods by us in such a way that we are considered the manufacturer and that we acquire, at the latest upon further processing, the ownership in the product pursuant to the statutory regulations.

(4) The transfer of ownership of the goods to us must take place unconditionally and irrespective of payment of the price. However, if, in a specific case, we accept Seller's offer

of transfer of ownership subject to full payment of the purchase price, Seller's reservation of ownership shall lapse at the latest upon full payment of the purchase price for the respective goods delivered. In the ordinary course of business, we remain authorised to resell the goods even before payment of the purchase price, subject to the prior assignment of the resulting claim to Seller. This excludes all other types of reservation of ownership, in particular the extended reservation of ownership.

(5) The Seller is obliged to comply with all applicable privacy law provisions and must ensure that their employees are aware of and comply with such privacy law provisions, in particular in respect of personal data. Proof that this obligation has been fulfilled must be provided to us or our data protection officer upon our request.

### **Section 9 Defective Performance**

(1) Unless otherwise specified below, the statutory provisions apply to our rights in the event of material defects or defects of title in the goods (including incorrect or incomplete delivery, as well as improper assembly or defective assembly, operating or user instructions) and in the event of other breaches of duty by Seller.

(2) In accordance with statutory provisions, Seller shall be liable in particular for ensuring that the goods possess the agreed quality upon transfer of risk to us. Product descriptions which – in particular by way of designation or reference in our order – form part of the relevant contract or have been incorporated into the contract in any other way shall also be deemed to constitute an agreement regarding quality. In case of a delivery or an order based on samples or specimens, any properties, specifications and quality characteristics of the sample or specimen that go beyond those specified in the order or order confirmation shall be deemed to have been warranted. In this respect, it is irrelevant whether the product description has been created by us, the Seller or the manufacturer.

(3) Notwithstanding Section 442(1)(2) BGB, we may assert rights in relation to a defect without any restriction even if we were unaware of the defect at the time the contract was concluded as a result of gross negligence.

(4) The statutory provisions (Sections 377 and 381 of the German Commercial Code (HGB)) apply to the commercial duty to inspect and give notice of defects, subject to the following condition: Our duty to inspect is limited to defects that become apparent during our incoming goods inspection by means of a visual examination and during our quality control checks carried out on a random basis. Accordingly, we shall inspect the delivery items on receipt at our premises solely with regard to their quantity, type of goods and any external transport damage clearly visible in the packaging or externally visible defects in the delivery items themselves. If we detect a damage or defect in the delivery items during the above-named inspections or at a later date, we shall notify the Seller promptly of such defect. We have no further obligations towards Seller in connection with the incoming goods inspection other than the aforementioned obligations to inspect and notify.

Where inspection and approval have been agreed, there is no obligation to inspect. Furthermore, it depends on the extent to which an inspection is reasonable and feasible in the ordinary course of business, taking into account the circumstances of the individual case.

Our obligation to give notice of defects discovered at a later date remains unaffected.

Generally, our complaint (notice of defect) is considered given promptly and duly if received at Seller's within ten work days.

(5) The costs incurred by Seller for the purposes of inspection and rectification (including any costs of removal and re-installation) shall be borne by Seller even if it becomes evident that no defect actually existed. Our liability for damages in the event of an unjustified claim for rectification of defects remains unaffected; however, in this respect we shall only be liable if we knew, or through gross negligence failed to recognise, that no defect existed.

(6) If Seller fails to fulfil their obligation to cure the defect – at our discretion, either by rectification (repair) or by delivering a defect-free item (replacement) – within a reasonable period set by us, we may remedy the defect ourselves and demand that Seller reimburse us for the necessary expenses and/or an appropriate advance payment. If Seller's cure has failed or we cannot reasonably be expected to accept it (e.g. due to particular urgency, a threat to operational safety or the imminent occurrence of disproportionate damage), the setting of a deadline becomes void. We shall inform the Seller of such circumstances without delay, if possible in advance.

(7) According to the statutory provisions, we also have the right to reduce the purchase price or to withdraw from the contract in the event of material defects or defects of title. According to the statutory provisions, we furthermore are entitled to compensation for damages and expenses.

### **Section 10 Supplier's Liability to Recourse**

(1) We are entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 478 and 479 BGB) without restriction, in addition to our claims for defects. In particular, we are entitled to demand from Seller precisely the type of cure (repair or replacement) that we owe to our customer in the specific case. Our statutory right of choice (Section 439(1) BGB) is not restricted by this.

(2) The Seller warrants that, unless we are solely responsible for the design or have placed a purchase order to the contrary, the goods delivered comply, at the time of delivery, with current accepted standards of engineering and relevant safety regulations, as well as with the agreed technical specifications, and that they comply with statutory provisions, regulations and standards within the territory of the Member States of the European Union, and that the delivered items do not infringe the rights of third parties.

(3) As far as we will sell the ordered products outside of the member states of the European Union and Seller is aware of this fact, Seller warrants that the products comply with the statutory provisions, special directives and standards of the country of destination. The Seller shall be fully liable to us for any damage arising from failure to comply with this paragraph and the preceding paragraph (2).

(4) In case of extended (general) warranties given by Seller to the end customer, this regulation of the warranty statements agreed herein shall be supplemented. In addition to Seller's current warranty statement, Seller's extended warranty statement to the end customer applies in our favour.

(5) Before we acknowledge or satisfy any claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 478(3) and 439(2) BGB), we shall notify the Seller and request a statement from them, as a minimum requirement in writing, providing a brief summary of the facts. If no statement is given within a reasonable period and/or if no amicable solution is reached, the claim for defects actually granted by us shall

be deemed to be owed to our customer; in this case, the burden of proof lies with the Seller.

(6) Our claims from supplier's liability to recourse exist even if we processed the goods prior to their sale (e.g. by installing them in another product).

### **Section 11 Manufacturer's Liability**

(1) The Seller shall be liable to us for all product defects arising from causes within its sphere of control and organisation, unless the products were manufactured in accordance with our express written specifications without the seller having exercised any significant influence over the manufacturing process. Accordingly, Seller is responsible for the products delivered by them and/or for the damage caused by a defect in these products even if these products have been manufactured using information or documentation provided by us to Seller, unless the defect is attributable to the documentation and information provided by us; insofar, we take liability only in case of intent and gross negligence. If the Seller is liable for product damage under these provisions, they shall indemnify us against all claims by third parties brought against us on the grounds of defects in the products supplied by Seller.

(2) As part of their indemnification obligation, Seller shall reimburse expenses in accordance with Sections 683 and 670BGB arising from or in connection with claims by third parties, including any product recalls carried out by us. We shall inform the Seller – as far as reasonably possible – of the content and scope of product recalls and give them the chance to make a statement. Any other statutory claims remain unaffected.

(3) The Seller must take out and maintain product liability insurance with adequate cover for personal injury and property damage.

### **Section 12 Right of Extraordinary Termination**

In the event of a material deterioration in Seller's financial circumstances or a change in Seller's legal form that adversely affects us, we shall be entitled to terminate the supply relationship with immediate effect within one month of becoming aware of the circumstances leading to the deterioration or the change in legal form, or, at our discretion, to withdraw from the purchase contract.

### **Section 13 Statutory Limitation**

(1) The mutual claims of the contracting parties shall be subject to the statutory limitation periods, unless otherwise specified below.

(2) Notwithstanding Section 438(1)(3) BGB, the general limitation period for claims for defects shall be three years from the transfer of risk. Where inspection and acceptance have been agreed, the limitation period shall commence upon acceptance. The three-year limitation period applies accordingly to claims arising from defects in title, although the statutory limitation period for third-party claims for the return of property in rem (Section 438(1)(1) BGB) remains unaffected. Furthermore, claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the right against us – in particular, in the absence of a limitation period.

(3) Otherwise, the limitation periods under sales law – to the extent provided for by law, but taking into account the above extension(s) – apply to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the standard statutory limitation period applies (Sections 195 and 199 BGB), unless the application of the limitation periods under sales law results in a longer limitation period in the specific case.

### **Section 14 Code of Conduct, Choice of Law, Place of Jurisdiction**

(1) The Seller is obliged to comply with the provisions of our Code of Conduct for Supplier, as amended [<https://krone-group.com/compliance>], as well as with the laws of the applicable legal system(s). The Code of Conduct sets out in detail our requirements in the areas of human rights, working conditions, environmental protection and compliance with the law. The Code of Conduct for Suppliers forms an integral part of these General Terms and Conditions of Purchase. Any breach of the Code of Conduct for Suppliers shall be deemed a material breach of contract. Should the Seller culpably breach these obligations, we shall be entitled, without prejudice to any further claims (including claims for damages) on our part, to withdraw from the contract or to terminate it. If the breach of the obligation can be cured, we may only exercise this right after unsuccessful expiry of a reasonable period for curing the breach of obligation. The Seller undertakes to provide, upon request, appropriate evidence of compliance with the Supplier Code of Conduct. We have the right to carry out audits, or have them carried out by third parties, subject to prior notice.

The Seller undertakes to take all reasonable measures to ensure compliance with the Supplier Code of Conduct by its own suppliers and subcontractors as well.

The Seller is obliged to inform us immediately if he becomes aware of any circumstances that indicate a possible breach of the Code of Conduct.

(2) These General Terms and Conditions of Purchase and all legal relationships between us and the Seller shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law. The conditions and effects of the reservation of ownership shall be governed by the law of the place where the goods are located, insofar as the choice of law in favour of German law is inadmissible or ineffective under that law.

(3) If the Seller is a trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction – including for international disputes – for all disputes arising from the contractual relationship shall be the registered office of the ordering company within the Krone Group. However, we are also entitled to bring action at the place of performance of the obligation to deliver or provide services.

As of August 2026