VII. Execution, Subsuppliers, Assignment

1. Supplier shall not be entitled to transfer the execution of the contract in whole or in part to third parties.
2. Supplier is obligated to name his subcontractors to Purchaser on request.
3. Supplier shall not be entitled to assign his contractual claims vis-à-vis Purchaser to third parties or permit third parties to collect same. This shall not apply for legally established or uncontested claims.

VIII. Termination

1. In the event that the contract is not a work and services contract, Purchaser is entitled to terminate simultaneously or in part in such an event. The termination of the contract shall not affect the payment for work/services performed in this case. Art. 495, 2nd half of sentence 2 of the German Civil Code (BGB) shall additionally apply. Further claims of Supplier are excluded.
2. Purchaser is also entitled to terminate the contract if court insolvency proceedings are instigated in respect of the assets of Supplier or Supplier ceases payment. The same shall apply if Supplier does not meet the claims of his suppliers. Purchaser has the right to acquire material and/or semi-finished products including any special equipment on reasonable terms and conditions.

IX. Invoicing, payment, setting-off

1. Payment shall be made as agreed. Any delivery/service effected before the agreed date shall not affect the payment period but shall be invoiced in whole.
2. Supplier may only offset against uncontested or legally established claims.
3. Purchaser is entitled to offset receivables due to Supplier from Purchaser against all receivables due to ThyssenKrupp AG or companies in which ThyssenKrupp AG holds a direct or indirect controlling interest at the time of offsetting (Group substandards Art. 18 Stock Corporation Act (AktG) from Supplier.
4. The invoice shall be settled at the end of the month following the supply/service and receipt of the invoice.
5. An invoice issued in accordance with Art. 14 German VAT Act (UStG) is a prerequisite for payment.

X. Claims under liability for defects

1. Supplier guarantees that his supplies/services exhibit the agreed properties and fulfill the intended purpose. In the event that Purchaser incurs costs such as transport/harbor, insurance, working and material costs or contractual penalties as a consequence of defective supplies/services, Supplier shall bear the additional costs of Purchaser resulting from the delivery being made to/service performed at a place differing from the agreed place of receipt.
2. For the period of their validity, cost estimates shall form a binding basis for resultant claims. The German version of these General Terms and Conditions of Purchase shall take precedence.
3. The limitation period for defect claims shall begin with the full supply/service or, if acceptance testing is agreed, on acceptance.
4. The limitation period for defect liability claims shall begin with the full supply/service or, if acceptance testing is agreed, on acceptance.
5. In the event of defects of title, Supplier shall hold Purchaser harmless from any claims arising from third parties.

XI. Place of fulfillment, legal venue

1. Place of fulfillment for all supplies/services shall be the place of receipt indicated by Purchaser.
2. Place of jurisdiction shall be the domicile of Purchaser or, at Purchaser's choice, Supplier's general place of jurisdiction.

XII. Applicable law

All legal relations between Purchaser and Supplier shall be governed by the prevailing substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention of April 11, 1980 on the Contracts for International Sale of Goods (CISG) in the currently valid version.

XIII. Prohibition of advertising/sacred

1. The use of Purchaser's insignia, purchase orders and related correspondence for advertising purposes requires Purchaser's express prior consent in writing.
2. Supplier shall maintain secrecy vis-a-vis third parties in respect of all operational events, facilities, plants, documents etc. used at Purchaser's premises or those of his customers, which become known to Supplier in course of activities for Purchaser, also after submission of the corresponding offers and after completion of the contract. Supplier shall impose corresponding obligations, on his agents.

XIV. Severability

Should individual provisions of the conditions become entirely or partly invalid, the remaining provisions shall remain valid. The same shall apply for the corresponding contract.

XV. Data protection

Purchaser pursues our contracts in accordance with Art. 33 of the Federal Data Protection Act (BDSG) that he will store data relating to Supplier on the basis of the Federal Data Protection Act.

XVI. REACH clause

Supplier must fulfill all specifications and measures resulting from the REACH directive for all materials, purchased materials and products supplied to/bought by Purchaser.

XVII. Applicable version

The German version of these General Terms and Conditions of Purchase shall take precedence.