

1. Definitions

- 1.1. "MUSASHI EUROPE" is the contracting Musashi company designated as "Purchaser" in the offer or order; either MUSASHI EUROPE GmbH, MUSASHI Bad Sobernheim GmbH & Co. KG, MUSASHI Bockenau GmbH & Co. KG, MUSASHI Grolsheim GmbH & Co. KG, MUSASHI Luechow GmbH, MUSASHI Hann. Münden Holding GmbH, MUSASHI Hann. Muenden Forging GmbH, MUSASHI Leinefelde Machining GmbH & Co. KG, MUSASHI Leinefelde Forging GmbH & Co. KG or MUSASHI Hann. Muenden Machining GmbH & Co. KG, (hereinafter each individually "MUSASHI EUROPE"). There is no joint and several liability of the MUSASHI companies and such joint and several liability is not established by these General Terms and Conditions of Purchase.
- 1.2. "Supplier" means any natural or legal person who enters into a contract with MUSASHI EUROPE.
- 1.3. "Contract" means any binding agreement made pursuant to clause 3;
- 1.4. "Goods" shall mean both tangible and intangible goods, including software, related documentation and packaging; the term "goods" shall also include "services", unless otherwise stated in these Conditions, without regard to whether the Supplier manufactures the goods itself or purchases them from suppliers (§§ 433, 650 of the German Civil Code);
- 1.5. "Services" are services and work performances which the Supplier renders for MUSASHI EUROPE on the basis of the contract;
- 1.6. "Subcontractors" are companies that supply the Supplier with goods or perform services for the Supplier.
- 1.7. "Writing" within the meaning of these General Terms and Conditions of Purchase (GTCP) includes written and text form (e.g. letter, e-mail). Legal formal requirements and further proof, in particular in case of doubt about the legitimacy of the declarant, shall remain unaffected. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

2. Validity

- 2.1. These GTCP apply to all legal relationships between the respective contracting MUSASHI EUROPE company and the supplier. The GTCP apply exclusively. Any general terms and conditions of the Supplier shall not become applicable unless MUSASHI EUROPE expressly agrees to their validity in writing. The requirement of explicit consent shall apply in any case, in particular also if MUSASHI EUROPE accepts or pays for the delivery without reservation in knowledge of conflicting or deviating terms and conditions of the Supplier or if the Supplier refers to its GTC in the context of the order confirmation and MUSASHI EUROPE does not expressly object to this.
- 2.2. However, these GTCP shall only apply if the Supplier is an entrepreneur (§ 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
- 2.3. Individually negotiated agreements with the supplier take precedence over these GTCP. A written contract or the written confirmation of MUSASHI EUROPE shall be authoritative for the content of such agreements.
- 2.4. Legally relevant declarations and notifications made by the supplier after conclusion of the contract (e.g. setting of a deadline or withdrawal) must be made in writing. The General Terms and Conditions of Purchase of MUSASHI EUROPE shall not be modified by silence or by acceptance of the goods or by any other practice or trade customs.
- 2.5. Unless otherwise agreed, these Terms and Conditions of Purchase in the version valid at the time of the order and published on our website shall also apply as a framework agreement for future contracts without us having to refer to them again in each individual case.
- 2.6. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall always apply and, where applicable, shall apply in addition, insofar as they are not directly amended or expressly excluded in these Terms and Conditions of Purchase.

3. Conclusion of contract, content of contract, changes

- 3.1. An order of MUSASHI EUROPE shall become binding at the earliest upon written submission or confirmation. The Supplier shall notify MUSASHI EUROPE of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not concluded.
- 3.2. Unless otherwise agreed, the Supplier is obliged to confirm the order in writing within one week of receipt or to execute it without reservation (acceptance). If the Supplier does not accept the order within one week after receipt, MUSASHI EUROPE is entitled to revoke the order. Late acceptance shall be deemed a new offer and shall require acceptance by MUSASHI Europe. Delivery call-offs shall become binding at the latest if the Supplier does not object within three working days of receipt. The Supplier shall bear all costs in preparing the conclusion of the contract, in particular costs for the preparation and/or submission of cost estimates.
- 3.4. MUSASHI EUROPE may, within the bounds of reasonableness, demand changes in the design and execution of the delivery item in order to be able to react to changes in orders or to new orders placed by its customers at short notice and in divergent ways. In this context, effects, in particular with regard to additional and reduced costs as well as delivery dates, shall be settled appropriately by mutual agreement.

4. Significance of time limits, contractual penalty

- 4.1. Compliance with the agreed deadlines is essential for the purpose of the contract and all dates in the contract are binding. Should the Supplier anticipate difficulties in meeting a deadline or in fulfilling other obligations, he shall notify MUSASHI EUROPE in writing without delay.
- 4.2. If the Supplier does not perform or does not perform within the agreed delivery time or is otherwise in default, the rights of MUSASHI EUROPE – in particular, the right to withdraw from the contract and to claim damages – shall be determined in accordance with the statutory provisions. Section 4.3 shall remain unaffected.
- 4.3. If the Supplier is in default, MUSASHI EUROPE may impose a contractual penalty in the amount of 0.3% of the net price per completed working day, but in total not more than 5% of the net price of the goods delivered late. MUSASHI EUROPE shall be entitled to claim the contractual penalty in addition to performance and as a minimum amount of damages owed in accordance with the statutory provisions; the assertion of further damages or further statutory claims shall remain unaffected. If MUSASHI EUROPE accepts the delayed performance, the contractual penalty may be claimed at the latest by the final payment. There shall be no obligation to pay the contractual penalty if the Supplier is not at fault.

5. Deliveries

- 5.1. Unless otherwise expressly agreed in writing, all deliveries shall be made DAP Purchaser's plant in accordance with Incoterms® 2020 and shall include the return of the circulating packaging to the Supplier. If the Supplier has assumed an installation or assembly obligation in addition to the delivery, the transfer of risk shall take place upon acceptance of the rendered services by MUSASHI EUROPE. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. The handover or acceptance is equivalent if MUSASHI EUROPE is in default of acceptance. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 5.2. Partial deliveries and delivery before the agreed delivery date are not permitted. MUSASHI EUROPE reserves the right to refuse acceptance and to return the goods at the expense and risk of the Supplier if the delivery method, the delivery date or the agreed delivery costs are not met.
- 5.3. The Supplier shall pack, mark and dispatch the goods in accordance with the relevant business practices and with the care of a prudent business person in such way that damage during transport is avoided and efficient unloading, clearance and storage of the goods is possible.
- 5.4. Order confirmations, delivery notes, freight documents, parcel addresses, wagon stickers, invoices and other correspondence must state the order number with date, place of unloading and material number. Delivery notes must be handed over in quadruplicate with the consignment. If the delivery notes are missing or incomplete, MUSASHI EUROPE shall not be responsible for any resulting delays in processing and payment.
- 5.5. The statutory provisions shall apply to the default in acceptance. However, the Supplier shall expressly offer its performance to MUSASHI EUROPE even if a specific or determinable calendar time has been agreed upon for an action or cooperation on the part of MUSASHI EUROPE (e.g. provision of material). If MUSASHI EUROPE is in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 of the German Civil Code). If the contract concerns a non-fungible item to be manufactured by the Supplier (customized production), the Supplier shall only be entitled to further rights if MUSASHI EUROPE undertakes to cooperate and is responsible for the failure to cooperate.

6. Prices, terms of payment

- 6.1. All prices listed in the contract are fixed prices including packaging and any necessary licences. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and goods insurance). All prices are inclusive of statutory value-added tax unless shown separately.
- 6.2. Upon delivery of goods or acceptance of services, but no later than two months after delivery or acceptance has taken place, the Supplier shall issue an invoice that complies with all relevant legal and fiscal requirements.
- 6.3. Payment shall be made within fourteen (14) days with 3% discount or within thirty (30) days from delivery/acceptance of the goods and receipt of a proper invoice by any means of payment at MUSASHI EUROPE's discretion. A delivery before the agreed delivery date shall not affect the payment period which is bound to the agreed delivery date.
- 6.4. MUSASHI EUROPE shall not be liable for the payment of interest from the due date. The statutory provisions shall only apply to default of payment.
- 6.5. The Supplier shall only have a right of set-off or retention on the basis of counter-claims that have been legally established or are undisputed.

7. Quality assurance

- 7.1. The Supplier is aware that MUSASHI EUROPE manufactures for the automotive industry and that the parts to be supplied must therefore comply with the standards applicable to the automotive industry. The Supplier shall constantly align the quality of the products to be delivered with the latest state of the art and shall inform MUSASHI EUROPE about possibilities for improvement and technical changes.

- 7.2. The Supplier is not allowed to make any changes to the goods without prior consent from MUSASHI EUROPE, in particular changes in process or design, changes in manufacturing processes (including geographical location) as well as changes regarding mechanical form or fit, functionality, environmental compatibility, chemical properties, durability, safety or quality of goods.
- 7.3. The Supplier shall set up and maintain a documented quality assurance system which is appropriate in terms of type and scope for the fulfilment of his contractual and statutory duties and which corresponds to the state of the art. The Supplier shall keep records, in particular of his quality inspections, and make them available MUSASHI EUROPE on request.
- 7.4. MUSASHI EUROPE is entitled to inspect the Supplier's manufacturing process after short notice. The Supplier shall take reasonable precautions to support the safety and ease of work for MUSASHI EUROPE employees.
- 7.5. MUSASHI EUROPE has the right to request evidence of the Supplier's quality management system and to satisfy itself of the manner in which the tests and inspections are carried out on site, if necessary also at Supplier's sub-suppliers, as well as to conduct an audit at the supplier's company.

8. Inspection, rejection, acceptance

- 8.1 Acceptance, inspection or payment of the goods by MUSASHI EUROPE shall not be deemed as an approval and shall not release the Supplier from the contractual obligations, promises and warranties.
- 8.2 The statutory provisions (§§ 377, 381 of the German Commercial Code) shall apply to the commercial obligation to inspect and give notice of defects with the following modifications: The obligation to inspect is limited to defects which become apparent during the incoming goods inspection by external examination including the delivery papers (e.g. transport damage, incorrect and short deliveries) or which are identifiable during the quality control in the random sampling procedure. If the goods, services or works are subject to a statutory or agreed acceptance procedure, there shall be no obligation to inspect. Further to this the extent of inspection shall correspond to what is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to inspect, the complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within 2 weeks of discovery or, in the case of obvious defects, of delivery.
- 8.3 If, after carrying out a random sample, it is found that part of a lot or delivery of the same or similar items are not in conformity with the contract, MUSASHI EUROPE may refuse to accept the whole consignment or lot without further examination and return it; alternatively, MUSASHI EUROPE may carry out an examination of the whole lot or delivery and refuse to accept all or certain goods which are not in conformity with the contract and return them to the Supplier (or accept them at a reduced price) charging the costs of the examination.

9. Defect rights

- 9.1. With regard to the rights of MUSASHI EUROPE in case of defects of quality and defects of title of the goods (including wrong and short delivery as well as improper assembly/installation or defective instructions) and in the case of other breaches of duty by the Supplier, the statutory provisions shall apply and exclusively in favour of MUSASHI EUROPE, the following provisions.
- 9.2. In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to MUSASHI EUROPE. In any case, the product descriptions which are the subject matter of the respective contract - in particular by designation or reference in the order of MUSASHI EUROPE - or which have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality, irrespective of whether the product description derive from MUSASHI EUROPE, the Supplier or the manufacturer.
- 9.3. In the case of goods with digital elements or other digital content, the supplier is obligated to provide and update the digital content in any case to the extent that this results from a quality agreement pursuant to para. 2 or other product descriptions by the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label.
- 9.4. MUSASHI EUROPE is not obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. Partially deviating from § 442 para. 1 clause 2 of the German Civil Code, MUSASHI EUROPE shall therefore also be entitled to claims for defects without limitation if MUSASHI EUROPE remained unaware of the defect at the time of conclusion of the contract due to gross negligence.
- 9.5. Subsequent performance shall also include the removal of the defective goods and the re-installation, provided that the goods were installed in another product or attached to another product in accordance with their type and intended use before the defect became apparent; MUSASHI EUROPE's statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The Supplier shall bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, even if it turns out that there was actually no defect. MUSASHI EUROPE's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, MUSASHI EUROPE shall only be liable in this respect if MUSASHI EUROPE recognised or was grossly negligent in failing to recognise that there is no defect.

- 9.6. Without prejudice to any other statutory rights and the provisions in 8.3, the following shall apply: If the Supplier does not fulfil its obligation to subsequent performance - at MUSASHI EUROPE's option by removal of the defect (rectification) or by delivery of a defect-free item (replacement) - within a reasonable period of time set by MUSASHI EUROPE, MUSASHI EUROPE may rectify the defect itself and demand reimbursement from the Supplier for the expenses required for this or a corresponding advance payment. If the subsequent performance by the Supplier has failed or is unreasonable for MUSASHI EUROPE (in particular due to special urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline shall be required; MUSASHI EUROPE shall inform the Supplier of such circumstances without delay, if possible in advance.
- 9.7. Otherwise, MUSASHI EUROPE is entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, MUSASHI EUROPE shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

10. Recourse against Supplier

- 10.1. MUSASHI EUROPE shall be entitled to legally determined claims for expenses and recourse within a supply chain (recourse against supplier pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u of the German Civil Code) in addition to the claims for defects without limitation. In particular, MUSASHI EUROPE shall be entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement) that MUSASHI EUROPE owes its customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary updates. The statutory right of choice (§ 439 para. 1 of the German Civil Code) shall remain unaffected.
- 10.2. Before MUSASHI EUROPE acknowledges or fulfils a claim for defects asserted by a customer (including reimbursement of expenses according to §§ 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 of the German Civil Code), MUSASHI EUROPE shall notify the Supplier and request a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by MUSASHI EUROPE shall be deemed owed to its customer. In this case, the supplier shall be responsible for providing evidence to the contrary.
- 10.3. The provisions related to claims for recourse against supplier shall also apply if the defective goods have been combined with another product or processed in any other way by MUSASHI EUROPE, its customer or a third party, e.g. by installation, attachment or incorporation.

11. Exemption

- 11.1. If the Supplier is responsible for a product defect, the Supplier shall indemnify MUSASHI EUROPE against claims of third parties to the extent that the cause of the damage is within the Supplier's sphere of control and organisation and the Supplier itself is liable in the external relationship.
- 11.2. Within the scope of their liability for cases of damage within the meaning of paragraph 11.1, the Supplier shall also be obliged to reimburse any expenses pursuant to §§ 683, 670 of the German Civil Code as well as damages pursuant to §§ 830, 840, 426 of the German Civil Code resulting from or in connection with a recall action carried out by MUSASHI EUROPE and/or third parties, in particular by customers of MUSASHI EUROPE. MUSASHI EUROPE shall inform the Supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give them the opportunity to comment. Further legal claims remain unaffected.

12. Limitation period

- 12.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 12.2. In deviation from § 438 para. 1 no. 3 of the German Civil Code, the general limitation period for claims for defects is 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem for surrender by third parties (§ 438 section 1, no. 1 of the German Civil Code) shall remain unaffected; claims arising from defects of title shall furthermore not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of limitation - against MUSASHI EUROPE.
- 12.3. The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as MUSASHI EUROPE is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 of the German Civil Code), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

13. Insurance

The Supplier shall be obliged to take out and maintain a public liability insurance with extended product liability including the optional extensions and a motor vehicle recall costs insurance with an appropriate insurance sum of at least EUR 5 million per damaging event in each case. Proof of insurance shall be provided to MUSASHI EUROPE by the Supplier prior to conclusion of the contract, both with regard to the contents of coverage and with regard to the amount of coverage,

by written confirmation of the insurer. The Supplier shall inform MUSASHI EUROPE immediately about any changes in its insurance coverage.

14. Property of MUSASHI EUROPE

- 14.1.** Unless otherwise agreed, title to the goods shall pass to MUSASHI EUROPE at the time of handover in accordance with the applicable Incoterms® clause. Ownership of the service shall pass to MUSASHI EUROPE upon acceptance. The transfer of ownership of the goods shall be unconditional and without regard to the payment of the purchase price. However, if MUSASHI EUROPE accepts an offer of the supplier for transfer of ownership conditional on the payment of the purchase price in an individual case, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. MUSASHI EUROPE remains authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
- 14.2.** MUSASHI EUROPE reserves the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents which are handed over or made accessible to the supplier by or on behalf of MUSASHI EUROPE for the performance of the contract. They may only be used for the fulfilment of the contractual obligations and must be returned after the fulfilment of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected. The supplier is obliged to handle the items with the care of a prudent business person.
- 14.3.** Para.2 shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other objects which MUSASHI EUROPE provides to the Supplier for production. Such items shall – as long as they are not processed – be stored separately at the Supplier's expense and insured to a reasonable extent against destruction and loss.
- 14.4.** Any processing, combination or mixing (further processing) of provided items shall be carried out by the Supplier for MUSASHI EUROPE. Should the Supplier acquire co-ownership through combination or mixing, they hereby already assign their co-ownership share to MUSASHI EUROPE. The handover shall be replaced by storage free of charge on the part of the supplier. The same shall apply in the case of further processing of the delivered goods by MUSASHI EUROPE, so that MUSASHI EUROPE shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 14.5.** All items provided must be marked as property of MUSASHI EUROPE and stored at the supplier's risk. They shall be maintained in good condition and replaced by the supplier - if necessary - after prior approval by MUSASHI EUROPE at the supplier's expense. They shall be subjected to an inventory audit by the supplier periodically upon request by MUSASHI EUROPE as long as the request is made at reasonable intervals. The surrendered items shall be returned to MUSASHI EUROPE within a reasonable period of time set by MUSASHI EUROPE.

15. Subcontractors

- 15.1.** The Supplier itself is responsible for the manufacture and quality of the goods. He shall also remain responsible if the manufacture of the goods or individual processing steps are carried out by a subcontractor or if material or the goods are procured from third parties.
- 15.2.** Works and services shall only be assigned to Subcontractors may upon the written consent of MUSASHI EUROPE. The supplier bears the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- 15.3.** Insofar as a damage was caused by a defective performance of the subcontractor, MUSASHI EUROPE shall be entitled, at its own discretion, to demand the assignment of the claims for defects against the subcontractor from the Supplier instead of asserting claims for damages.

16. Compliance with laws, statutory minimum wage

- 16.1.** The Supplier shall at all times comply with all relevant laws, rules, regulations and ordinances (in particular relating to product safety, packaging, fair working conditions, equal opportunities and compliance with environmental protection requirements) to the extent that they apply in the country of manufacture or the country of destination of the goods or at the place of performance of the service.
- 16.2.** The Supplier shall observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in respect of employment and occupation, environmental responsibility and the prevention of corruption.
- 16.3.** The Supplier undertakes that it itself and all subcontractors engaged by it as well as any rental companies commissioned by the Supplier will pay the respectively applicable minimum wage in accordance with the Minimum Wage Act [MiLoG in Germany] to the workers employed. In addition,

the supplier confirms that their company and the subcontractors they use are not excluded from the award of public contracts per § 19 MiLoG.

16.4. MUSASHI EUROPE shall be entitled to request wage statements for the workers employed by the Supplier and the subcontractors in anonymised form (wage and salary lists) on a random basis.

17. Force majeure

17.1 In the event that a party is prevented from performing its contractual obligations due to an event of force majeure and it can prove the existence of such an event by sufficient evidence, the performance of that obligation shall be suspended for as long as the event of force majeure exists. "Force Majeure" means the occurrence of an event or circumstance which prevents the affected party from performing one or more of its obligations under the Contract, if such obstacle is beyond its reasonable control and it could not reasonably have been foreseen at the time of entering into the Contract and the effects of the obstacle could not reasonably have been avoided or overcome by the affected party. Until proven otherwise, the following events affecting a party shall be presumed to meet the requirements of Force Majeure: (i) War (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation; (ii) Civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) Monetary and trade restrictions, embargo, sanctions; (iv) Lawful or unlawful acts of government, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation; (v) Plague, epidemic, natural disaster or extreme natural event; (vi) Explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power.

17.2 MUSASHI EUROPE shall have the right to terminate the Contract in writing with immediate effect and without liability to pay damages to the Supplier if the Supplier's failure to perform due to Force Majeure justifies immediate termination or if the circumstances giving rise to the Force Majeure last for more than thirty (30) days.

18. Confidentiality

18.1. The Supplier shall treat all information disclosed by or on behalf of MUSASHI EUROPE under the Contract as confidential. This also applies to such information that the Supplier has prepared for MUSASHI EUROPE. Any information may only be used by the Supplier for the purpose of fulfilling the contract. The Supplier shall treat such information with the same care as it applies to its own confidential information, but at least with reasonable care. All information remains the property of MUSASHI EUROPE. Upon MUSASHI EUROPE's request, the Supplier shall return the relevant documents to MUSASHI EUROPE without delay and shall not retain any copies thereof, unless this is precluded by mandatory, statutory or official regulations or orders.

18.2. The contract itself as well as its contents shall be treated confidentially by the Supplier.

19. Choice of law, place of jurisdiction

19.1. These GTCP and all legal relationships between MUSASHI EUROPE and the Supplier shall be governed by the law of the Federal Republic of Germany, however with the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

20.2 If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be the respective registered office of the contracting MUSASHI EUROPE company. The same shall apply if the supplier is an entrepreneur within the meaning of § 14 of the German Civil Code. However, MUSASHI EUROPE shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation or a prior individual agreement or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.