

General Terms and Conditions of Purchase

of Docter Optics SE (as of 07/2024)

1. Scope of application

- 1.1 All deliveries, services, and offers from our suppliers shall be based exclusively on these General Terms and Conditions of Purchase, unless otherwise agreed in writing and in individual contracts. These terms and conditions are an integral part of all contracts that we enter into with our suppliers for the deliveries or services they offer. They shall also apply to all future deliveries, services, or offers to the contracting entity, even if they are not agreed again separately.
- 1.2 Terms and conditions set out by our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or makes reference to the terms and conditions of the supplier or a third party, this does not constitute agreement with the validity of those terms and conditions. Acceptance of deliveries/services does not constitute acceptance of the contractor's terms and conditions.

2. Purchase orders and orders placed

- 2.1 All purchase orders as well as amendments or additions must always be made in writing or electronic form.
- 2.2 We are entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice at least 14 calendar days before the agreed delivery date. The same applies to amendments to product specifications, insofar as these can be implemented within the framework of the supplier's normal production process without significant additional time and expense. In such cases the notification period referred to in the previous sentence shall be at least four weeks. Docter Optics SE shall reimburse the supplier for any proven and reasonable additional costs incurred as a result of the amendment. If such amendments result in delivery delays that cannot be avoided with reasonable effort in the normal production and business operations of the supplier, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify Docter Optics SE in writing in good time before the delivery date, but as a minimum within five working days of receipt of our notification in accordance with sentence 1 above, of any additional costs or delays in delivery that are to be expected on the basis of a careful assessment.
- 2.3 We are entitled to withdraw from the contract at any time by means of a written declaration stating the reason if
 - (a) Docter Optics SE is no longer able to use the ordered products in its business operations due to circumstances occurring after the contract was signed for which the supplier is responsible (e.g. non-compliance with legal requirements), or is only able to use these at considerable expense, or
 - (b) the financial circumstances of the supplier deteriorate after the contract has been signed to such an extent that delivery in accordance with the contract cannot be expected.

3. Prices

- 3.1 The price stated in the purchase order is a fixed price and is binding. The same prices, discounts, and conditions shall apply to any reduced requirements and to the delivery of small quantities.
- 3.2 Unless otherwise agreed in writing, the price shall include delivery and transport to the dispatch address stated in the contract, including packaging, but excluding value added tax, which shall be charged in addition at the applicable statutory rate.
- 3.3 Insofar as the price does not include packaging according to the agreement made and the remuneration for the packaging—where not only provided on loan—is not expressly specified, this shall be charged at the documented cost price. At the request of Docter Optics SE, the supplier shall take back the packaging at its own expense.

4. Terms of payment, invoice details

- 4.1 Invoices shall be submitted to Docter Optics SE in electronic form by email, containing only the invoice, at the following email address: "rechnung@docteroptics.com"; they must correspond in wording to the order designations used by Docter Optics SE and must specify the order number, delivery quantity, and delivery address. The exact name of the department placing the order and the date of the order must be stated. Invoices which do not contain all these details will be returned and must be deemed not to have been received and therefore shall not be considered due for payment by Docter Optics SE.
- 4.2 Unless otherwise agreed, the term of payment shall be, at the discretion of Docter Optics SE, either within 30 days with a 3% discount or within 90 days net. For the timeliness of payments owed by Docter Optics SE, receipt of the transfer order by the bank shall be sufficient. The term for payment of the invoice shall commence on the working day following receipt of a proper, verifiable invoice (date of receipt stamp at Docter Optics SE) or acceptance of the goods or service, whichever is later.
- 4.3 Payments do not mean that the delivery or service is recognized as being in accordance with the contract.
- 4.4 In the event of default of payment, Docter Optics SE shall owe default interest in the amount of 3 (three) percentage points above the basic rate of interest pursuant to Section 247 BGB (German Civil Code).

5. Delivery time and delivery

- 5.1 Each delivery shall be accompanied by a delivery note stating the Docter Optics SE order number and the description of the contents by type and quantity.
- 5.2 The contractor may only award subcontracts with the prior written consent of Docter Optics SE, unless such subcontracts relate merely to the supply of marketable parts.
- 5.3 The delivery time (delivery date or period) specified by Docter Optics SE in the purchase order or otherwise

- applicable according to these General Terms and Conditions of Purchase shall be binding. Early deliveries are only permitted after prior notification and with the written consent of Docter Optics SE.
- 5.4 The supplier must inform Docter Optics SE immediately in writing if circumstances occur or become evident which mean that the delivery time cannot be met.
- 5.5 If the latest possible day on which the delivery must be made can be determined on the basis of the contract, the supplier shall be in default at the end of this day without the need for a reminder from Docter Optics SE.
- 5.6 In the event of a delay in delivery, Docter Optics SE shall be entitled to the statutory claims without restriction, whereby Docter Optics SE may only exercise a right of cancellation or assert claims for damages instead of performance after a reasonable grace period has expired without result.
- 5.7 For delayed deliveries, Docter Optics SE shall be entitled to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the order value in question for each commenced week of delay in delivery after prior written warning to the supplier. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier.
- 5.8 The supplier is not authorized to make partial deliveries without our prior written consent.
- 6. Protection of ownership**
- 6.1 Docter Optics SE reserves the right of ownership or copyright for purchase orders and orders placed by Docter Optics SE as well as to drawings, illustrations, calculations, descriptions, and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them itself or through third parties without our express consent. At the request of Docter Optics SE, it shall return these documents in full to Docter Optics SE if they are no longer required in the ordinary course of business or if negotiations do not lead to a contract being entered into. In this case, any copies made by the supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
- 6.2 Tools and models which are made available to the supplier by Docter Optics SE or which are manufactured for contractual purposes and invoiced separately to Docter Optics SE by the supplier shall remain the property of Docter Optics SE or become the property of Docter Optics SE. The supplier shall mark them as the property of Docter Optics SE, store them carefully, protect them to an appropriate extent against damage of any kind, and use them only for the purposes of the contract. Unless otherwise agreed, the contractual partners shall each bear half of the costs of maintenance and repair. However, if these costs are attributable to defects in the items manufactured by the supplier or to improper use by the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify Docter Optics SE immediately of any damage to these tools and models which is not deemed negligible. Upon request, the supplier shall be obligated to return them to Docter Optics SE in proper condition if they are no longer required for the purposes of fulfilling the contracts entered into with us.
- 6.3 Retention of title by the supplier shall only apply insofar as it relates to Docter Optics SE's payment obligations for the respective products to which the supplier retains title. In particular, extended or prolonged retention of title is not permitted.
- 6.4 If the contractor processes or remodels material provided by Docter Optics SE, this activity shall be carried out exclusively for Docter Optics SE. Docter Optics SE shall become the direct owner of the new items created as a result. If the material provided constitutes only a part of the new goods, Docter Optics SE shall acquire co-ownership of the new goods in proportion to the value of the material provided by Docter Optics SE.
- 7. Transfer of risk, acceptance**
- 7.1 Irrespective of the agreed pricing, in the case of delivery without installation or assembly, the risk shall pass to Docter Optics SE upon receipt at the delivery address specified by Docter Optics SE. In the case of delivery with installation or assembly, the risk shall pass to Docter Optics SE upon successful completion, which shall be documented by an acceptance report (formal acceptance). The mere putting into operation or utilization by Docter Optics SE shall in no way replace formal acceptance.
- 7.2 In the case of delivery of goods subject to retention of title, Docter Optics SE shall be entitled to resell them in the ordinary course of business. Docter Optics SE shall become the owner at the latest upon payment of the full remuneration.
- 8. Obligation to inspect and give notice of defects, inspection effort**
- 8.1 Docter Optics SE shall immediately notify the contractor of any obvious defects in the delivery or service as soon as they are discovered in the ordinary course of business. For defects that Docter Optics SE gives notice of within two weeks of receipt of the goods, the contractor shall waive the defense of delayed notification of defects. The contractor shall be solely liable for damage resulting from defective packaging.
- 8.2 Incoming goods are checked on a random basis. If Docter Optics SE discovers deviations from the agreed quality standards or tolerances during random sampling or, if the contractor works according to the quality assurance systems ISO 9000, VDA 6.1, QS-9000 or comparable certifications, from these, Docter Optics SE shall be entitled to assert warranty rights with regard to the entire delivery.
- 8.3 If Docter Optics SE returns defective goods to the contractor, Docter Optics SE shall be entitled to charge the contractor a lump sum of 5% of the price of the defective goods, but not more than €500 per return, in addition to the delivery costs. Docter Optics SE expressly reserves the right to prove higher expenses. The contractor shall be entitled to provide Docter Optics SE with evidence of lower expenses.

9. Warranty claims

- 9.1 Defective deliveries shall be replaced immediately by defect-free deliveries and defective services shall be repeated without defects (subsequent fulfillment). In the event of replacement or repetition, subsequent fulfillment shall be deemed to have failed (Sections 440, 636 BGB) if the material defect has still not been remedied after the second attempt at subsequent fulfillment. In the event of development or design faults, subsequent fulfillment shall be deemed unreasonable (Section 440 BGB) and shall entitle Docter Optics SE to immediately assert the rights provided for in clause 9.4.
- 9.2 During the time in which the object of the delivery or service is not in the custody of Docter Optics SE, the contractor shall bear the risk.
- 9.3 In urgent cases—in particular if operational safety is jeopardized or to prevent exceptionally high damage—and also to remedy minor defects, Docter Optics SE shall be entitled to remedy the defect and any resulting damage itself, or have it remedied by a third party, at the contractor's expense. This shall also apply in other cases if a reasonable period of time set by Docter Optics SE for subsequent fulfillment has expired without success. Furthermore, this shall also apply in the case of delayed delivery or fulfillment by the contractor, where Docter Optics SE consequently has to remedy defects immediately in order to avoid a delay to its own delivery.
- 9.4 If Docter Optics SE does not decide in favor of the self-remedy of defects, Docter Optics SE shall have the option of either withdrawing from the contract or reducing the contractual remuneration (reduction) after the unsuccessful expiry of a reasonable period set by Docter Optics SE for subsequent fulfillment. In addition to these two options, Docter Optics SE reserves the right to claim damages.
- 9.5 Goods must be free of third-party rights. When delivering data processing programs, the contractor shall be liable for ensuring that it has all the necessary rights, in particular industrial property rights, to hand over the programs.
- 9.6 Unless otherwise agreed in individual contracts, the warranty period for defects shall be 24 months from the transfer of risk in accordance with clause 7.1. The warranty period shall be suspended for the period beginning with the dispatch of the notice of defects by Docter Optics SE and ending with the receipt of the rejection of warranty claims from the contractor by Docter Optics SE. For a repaired, replaced, or repeated part of the delivery or service, the period referred to in sentence 1 shall begin again upon receipt of the defect-free delivery or service.
- 9.7 Legal claims and rights to which Docter Optics SE is entitled as the contracting entity shall otherwise remain unaffected.
- 9.8 The contractor warrants to Docter Optics SE that its deliveries and services comply with the latest European Union safety technology standards. If a court or an authority makes a legally binding judgment against Docter Optics SE or third parties that the deliveries or services do not meet these

requirements, this judgment shall also apply to the contractor. The contractor shall indemnify Docter Optics SE against any claims of third parties based thereon. The contractor shall also indemnify Docter Optics SE against the manufacturer's liability if and to the extent that it is responsible for the defect giving rise to liability.

10. Dangerous goods, hazard warning

- 10.1 The contractor warrants that the goods delivered to Docter Optics SE and their packaging are free of harmful substances in accordance with the – Chemicals Prohibition Ordinance – Consumer Goods Ordinance – CFC/Halon Prohibition Ordinance, in their currently valid version. If the maximum quantities specified therein are not complied with in the goods delivered to Docter Optics SE and/or their packaging, Docter Optics SE may urgently demand information on the quantities actually contained.
- 10.2 Pursuant to Section 4(1) of the German Equipment and Product Safety Act (Geräte- und Produktsicherheitsgesetz), the supplier shall provide Docter Optics SE with all information that is relevant for an assessment of the risk to the safety and health of users of the delivery item or of third parties. Particular attention must be given to – the properties of the delivery item, including its composition, packaging, instructions for its assembly, installation, maintenance, and service life, – its effects on other products, insofar as its use with other products is to be expected, – its appearance, commercial presentation, labelling, warnings, instructions for use and disposal, and any other product-related data or information, – the group of users who are exposed to a greater risk than others when using the delivery item.
- 10.3 The supplier is obligated to provide Docter Optics SE with all information required for registration in accordance with Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals of the European Community ("REACH") and all registration confirmations, if already available. The same applies with regard to information and/or registration confirmations based on Regulation (EC) No. 1272/2008 ("CLP Regulation") for the classification, labelling, and packaging of hazardous substances. The supplier confirms that it fulfills its obligations under REACH and/or the CLP Regulation. In relation to its delivery item and/or service, the supplier shall comply with the latest technology standards, the applicable safety regulations, the standards applicable to the automotive industry (e.g. VDA standards) and the generally applicable public law regulations (e.g. the German End-of-Life Vehicle Ordinance, Consumer Goods Ordinance, Chemical Ozone Layer Ordinance, IMDS safety data, EU directives relating to the ban on heavy metals of 18 September 2000 (2000/53/EC) and 27 June 2002 (2002/525/EC) etc.), and the agreed technical data and other specifications. If electronic parts are supplied, they must have automotive certification in accordance with "AEC-Q".
- 10.4 The supplier shall ensure that its (sub-)suppliers are obligated in accordance with the provisions of clause 10.3 and, for their part, shall also obligate their respective (sub-)suppliers in such a way that all (sub-)suppliers in the supply chain, including the manufacturer, are obligated in accordance with the supplier.

11. Product liability

- 11.1 The supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property which are attributable to a defective product it has supplied and shall be obligated to indemnify us against any liability resulting therefrom. If we are obligated to carry out a product recall affecting third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the product recall.
- 11.2 The supplier shall maintain product liability insurance at its own expense with coverage of at least EUR 5 (Five) million. The supplier shall send Docter Optics SE a copy of the liability policy at any time upon request.

12. Industrial property rights

- 12.1 The supplier warrants in accordance with paragraph 1 that the products it supplies do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which it manufactures the products or has them manufactured. It shall be obligated to indemnify Docter Optics SE against all claims raised by third parties against Docter Optics SE due to any such infringement of industrial property rights and to reimburse us for all necessary expenses in connection with such claims. This shall not apply if the supplier proves that it is neither responsible for the infringement of the property right nor that it should have been aware of such an infringement at the time of delivery having exercised due commercial care.
- 12.2 Our further legal claims due to defects of title of the products delivered to Docter Optics SE remain unaffected.

13. Spare parts

- 13.1 The supplier is obligated to keep spare parts for the products delivered to us in stock for a period of at least 15 years after delivery.
- 13.2 If the supplier intends to discontinue the production of spare parts for the products delivered to us upon or after the expiry of the period specified in paragraph 1, it shall notify us of this immediately after the decision on the discontinuation has been made. This decision must be made at least 18 months before production is discontinued.

14. Assignment, offsetting, right of retention

- 14.1 Without the written consent of Docter Optics SE, the supplier may not assign its contractual claims in whole or in part to third parties or have them collected by third parties. Should the supplier assign its claims against Docter Optics SE without Docter Optics SE's consent, Docter Optics SE shall still be entitled to make payments to the supplier.
- 14.2 The supplier shall only be entitled to a right of set-off or retention in respect of undisputed or legally established claims, and to the right of retention only if it arises from the same contractual relationship.

15. Legal compliance, quality management

- 15.1 In connection with the contractual relationship, the supplier is obligated to comply with the relevant

applicable statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor, and environmental protection regulations.

- 15.2 The supplier shall ensure that the products it supplies fulfill all relevant requirements for placing on the market in the European Union and in the European Economic Area. Upon request, it shall provide Docter Optics SE with proof of conformity by submitting suitable documents.
- 15.3 The supplier is obligated to maintain an appropriate process-orientated quality management system (at least ISO 9001 in the latest revision of the standard) and to provide evidence of this at the request of Docter Optics SE. The supplier must endeavor to obtain IATF 16949 certification. Docter Optics SE shall have the right, if there is a legitimate interest, either directly or through a third party engaged by Docter Optics SE at its own expense, to visit the supplier's premises once per calendar year to inspect and review the supplier's business operations in connection with the supplier's goods or services with regard to technical infrastructure, information or data system interaction, organization, quality, quality control, and personnel involved in the goods and services for Docter Optics SE.
- 15.4 The supplier shall make all reasonable efforts to ensure that its subcontractors comply with the obligations to which the supplier is subject under clause 15.

16. Provision of material

- 16.1 Material provided by Docter Optics SE shall remain the property of Docter Optics SE and shall be stored by the contractor free of charge and with due commercial care, separately from other items of the contractor, and labelled as the property of Docter Optics SE. It may only be used to fulfill the order placed by Docter Optics SE.
- 16.2 If the contractor processes or remodels material provided by Docter Optics SE, this activity shall be carried out exclusively for Docter Optics SE. Docter Optics SE shall become the direct owner of the new items created as a result. If the material provided constitutes only a part of the new goods, Docter Optics SE shall acquire co-ownership of the new goods in proportion to the value of the material provided by Docter Optics SE.

17. Confidentiality and data protection

- 17.1 The contractor shall be obligated to treat information or knowledge that it receives in connection with the issue of an offer or the placing of an order by Docter Optics SE confidentially as an entrusted trade secret and not to pass it on to third parties, unless the contractor proves to Docter Optics SE that this information was already known to it when the offer was issued or was subsequently made accessible to it by an authorized third party without an obligation of confidentiality, or that the information or knowledge was generally accessible or subsequently became so without this being the contractor's fault and without the contractor being responsible.
- 17.2 The manufacture for third parties and the display of products manufactured especially for Docter Optics SE, in particular according to Docter Optics SE's

drawings or manufacturing specifications, publications on the subject matter of deliveries and services ordered by Docter Optics SE as well as the reference to an order placed by Docter Optics SE vis-à-vis third parties, shall require the express prior written consent of Docter Optics SE.

- 17.3 Without the prior written consent of Docter Optics SE, the supplier may not refer to the business relationship in advertising material, brochures, etc., and may not exhibit delivery items manufactured for us.
- 17.4 The supplier shall obligate its subcontractors to comply with clause 17.1.
- 17.5 Within the scope of the business relationship with Docter Optics SE, the supplier undertakes to comply with the applicable statutory data protection regulations (such as the General Data Protection Regulation and applicable national data protection laws).

18. Information and cyber security

- 18.1 The supplier expressly warrants that it shall implement and maintain appropriate technical and organizational measures and other safeguards for the proper security of any information or data of Docter Optics SE and undertakes (including, but not limited to) the following: not to disclose any confidential information provided to the supplier by Docter Optics SE; not to transfer such data to (a) any laptop computer or (b) any portable storage device that can be removed from the supplier's premises, unless such data has been encrypted and such data is loaded onto the portable storage device solely for the purpose of storing such data off-site.
- 18.2 The supplier shall make all commercially reasonable efforts to prevent password theft or loss, or unauthorized access to or use of Docter Optics SE's data or information, and the supplier shall notify Docter Optics SE immediately of any password theft or loss, or unauthorized access to or use of Docter Optics SE's data or information. With regard to the access to and confidentiality of Docter Optics SE's confidential information and data, the supplier shall implement security measures that ensure adequate technical and organizational protection against accidental or unlawful loss, modification, or unauthorized disclosure of or access to Docter Optics SE's confidential information or data. The supplier warrants that it has processes and security procedures in place to ensure that its information systems are free from viruses and similar defects. The supplier's systems shall not contain any viruses, Trojans, worms, or other computer programming routines, devices, or code that could reasonably be expected to cause damage to Docter Optics SE's system, data, or information, or adversely affect Docter Optics SE's system, data, or information, or surreptitiously intercept or decrypt Docter Optics SE's data or information.
- 18.3 The supplier's information systems must not contain malware, backdoor programs, or other technological processes, devices, or codes that could compromise the security or confidentiality of Docter Optics SE's systems, information, or data. The supplier shall take all reasonable measures to protect its site and equipment against hackers and other persons

attempting to modify or access the supplier's or Docter Optics SE's systems or the information contained therein without authorization. The supplier shall regularly test its systems for potential areas where security breaches could occur.

- 18.4 The supplier undertakes to inform Docter Optics SE as soon as possible about any cyber security incident affecting access to Docter Optics SE's data or information, but in any case within twenty-four (24) hours after the supplier detects the cyber security incident.
- 18.5 The supplier shall (a) provide Docter Optics SE with a summary of known information about any such cyber security incident, (b) make every commercially reasonable effort to remediate the effects of any such cyber security incident, (c) provide Docter Optics SE with reasonable information about the cyber security incident and the response thereto upon Docter Optics SE's request, and (d) within two (2) weeks after completion of the investigation of the cyber security incident, provide the following in a report to Docter Optics SE: a description of the incident, the specific cases affected and what measures the supplier has taken to prevent future incidents of a similar nature, the timeframe of the incident, the alleged perpetrators, what information or data relating to Docter Optics SE may have been affected, or any potential financial consequences for Docter Optics SE.
- 18.6 The supplier shall indemnify and hold Docter Optics SE harmless from any and all liability, in particular loss and damage, resulting from information or cyber security incidents of the supplier's information system.
- 18.7 Delayed payments with regard to the delivery items supplied by the supplier that are caused by a cyber security incident involving the supplier's system shall not constitute a default in payment.
- 18.8 Docter Optics SE has the right, depending on the type and protection requirements of the data in connection with the manufacture and delivery of the delivery item, to demand appropriate security measures as well as proof of an appropriate level of information security at the supplier's premises as specified by the automotive manufacturer (OEM).

19. Compliance

- 19.1 The supplier undertakes to comply with the applicable legal provisions within the scope of the business relationship with Docter Optics SE. This also includes the applicable legal provisions at the following locations: the registered office of the supplier and the supplier's production site. The supplier undertakes to comply with all principles and regulations of the Docter Optics SE Supplier Code of Conduct (<http://www.docteroptics.com/code-of-conduct>).
- 19.2 The supplier undertakes
 - (a) not to offer, promise, or grant an advantage to a public official for that official or a third party in return for an official act;
 - (b) not to offer, promise, or grant an advantage to an employee or agent of a company or to a third party in the course of business in return for offering, promising, or guaranteeing to unfairly favor them or another in the purchase of goods or commercial services;

- (c) not to demand, be promised, or accept any advantage for itself or a third party in return for unfairly favoring another in the course of business in the procurement of goods or commercial services; d) not to violate any applicable anti-corruption regulations and, where applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.
- 19.3 The supplier undertakes not to support or permit any working conditions in the provision of services that do not as a minimum comply with the applicable legal provisions and industry standards as well as the conventions of the International Labour Organization (ILO conventions).
- 19.4 At Docter Optics SE's request, the supplier shall confirm in writing that it complies with the obligations under clause 19 and that the supplier is not aware of any violations of the obligations under clause 19. If there are reasonable grounds to suspect that the obligations under clause 19 have not been complied with, Docter Optics SE shall have the right, within the framework of the applicable laws and notification of the reasonable suspicion to the supplier, to demand that it—at its own expense—permits and cooperates with an auditing, investigation, certification, or screening procedure to verify compliance with the obligations under clause 19. The aforementioned procedures may be carried out by the supplier itself, Docter Optics SE, or a third party who is bound to secrecy, in compliance with the applicable laws.
- 19.5 If the supplier contacts, conducts talks, or negotiates with a public official on behalf of Docter Optics SE, or commissions a third party to do so, the supplier is obligated to
- (a) notify Docter Optics SE in writing in advance, precisely stating the planned scope of the interaction,
 - (b) provide Docter Optics SE with written minutes after each conversation or meeting with the public official upon request, and
 - (c) provide Docter Optics SE with a detailed monthly statement of costs, including original receipts. "Public official" means any person who performs duties in the name of or on behalf of a public authority, government agency, public corporation, or international organization.
- 19.6 In the event that the supplier repeatedly breaches obligations under clause 19 and does not prove that the respective breach was without fault, Docter Optics SE shall have the right to withdraw from individual or all supply contracts or to terminate them without giving notice. These termination rights also exist in the event of serious one-time violations, unless these were not culpable. Any additional contractual and/or statutory rights of termination shall continue to exist independently and without restriction.
- 19.7 The supplier shall fully indemnify Docter Optics SE against all claims, demands, liabilities, damages, losses, costs, and expenses resulting from a culpable breach of clause 19.
- 19.8 The supplier shall endeavor to the best of its ability to pass on the contents of the provisions of clause 19 to its suppliers, to require its suppliers' compliance with these, and to regularly check that the provisions are complied with in the supply chain.
- 20. Place of fulfillment, place of jurisdiction, applicable law**
- 20.1 The place of fulfillment for both parties is the delivery address stated in the purchase order, and otherwise 07806 Neustadt an der Orla, Germany.
- 20.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship shall be the competent and local court for the registered office of Docter Optics SE. Docter Optics SE shall, however, be entitled to take legal action at the contractor's place of business.
- 20.3 The contracts entered into between Docter Optics SE and the supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).
- 20.4 Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions of Purchase.