

# General Terms and Conditions of Purchase

## 1 General

- 1.1 The following general purchasing terms and conditions (**GPTC**) apply to all contracts as a result of which services or deliveries (**Services**) will be provided by the supplier or provider (**Contractor**) to the purchaser Rain (**Rain**).
- 1.2 Any other forms of Contractor terms and conditions do not apply, independent of possible interference with Rain's GPTC. This also applies in the case of unconditional acceptance of services despite of knowledge of possibly contradictory or conflicting general terms and conditions of the Contractor.
- 1.3 These GPTC also apply to all follow-up commercial transactions, even though they may not be addressed explicitly at the time of contract signing.
- 1.4 The following order of precedence shall apply: our purchase order or individual contract, Rain's description of tendered services and Rain's GPTC.

## 2 Offers, enquiries, orders and contracts

- 2.1 Our tenders and enquiries are subject to change and are non-binding.
- 2.2 Offers submitted to us, even if they include visits to our premises, planning, drafts etc, will be free of charge, as long as there has not been an explicit written agreement with regards to expenses reimbursement or compensation.
- 2.3 Price estimates submitted by the Contractor are compiled and processed free of charge.
- 2.4 Rain's orders must be confirmed by the Contractor in writing, as long as this requirement has not been waived by Rain in writing. The order confirmation must include the confirmed delivery date / completion time. Rain is entitled to unilaterally cancel the respective order should (a) the Contractor fail to confirm delivery date or completion time or (b) the Contractor be unable to confirm the delivery date / completion time requested by Rain.
- 2.5 In the confirmation of order, the Contractor must explicitly specify any possible discrepancies with regards to the terms of the original purchasing order.
- 2.6 Should Rain fail to receive a written notice (e-mail notification sufficient) by the Contractor, including and / or confirming the delivery or completion of services date within 7 working days after the purchase order date, Rain may cancel the order.
- 2.7 Rain has exclusive property rights to submitted drafts, models, drawings, calculations and other materials, which Rain provides to the Contractor for quotation requests or orders. The purchase orders, official requests for quotes and all respective materials are to be treated by Contractor as Rain's confidential information and may only be revealed to third party with our explicit permission under the fulfilment of provisions in chapter 19. The Contractor must store and safeguard all items mentioned in the first sentence of this point and other reusable items, as well as in-progress and finished items without an explicit agreement and additional compensation until the completion of services. Having performed the contract or, alternatively, if a contract fails to be performed, all confidential information is to be returned to Rain at the expense of the Contractor. The right of retention of such items is excluded.
- 2.8 All orders and contracts are only binding when concluded in writing. Verbal agreements or orders placed in any other form only become binding after Rain's written confirmation.

For the German entities of the Rain Carbon Inc. Group

### **3 Performance obligations of the Contractor**

- 3.1 For Rain's use all relevant operational instructions and service manuals, all forms of delivery and service-related documents, reports and certifications supplied by the Contractor are to be delivered along with the consignment or at a later point upon our request in the language of the order placed or the contract signed and at the agreed price.
- 3.2 The Contractor shall deliver the ordered parts / provide services for the period of planned use as defined by Rain at appropriate prices and in accordance with the GPTC.
- 3.3 Should the Contractor intend to discontinue inventories or services, necessary for the delivery of such parts or services, the Contractor shall pre-notify Rain in writing to enable Rain to build required safety stocks or back-up services.
- 3.4 In case of planned parts or service discontinuation as mentioned in point 3.3, Contractor shall provide, upon request of Rain, at his own expense drafts, information and other documents, which will enable Rain to secure the independent supply of the purchased parts and/or services by third party.

### **4 Prices and expenses**

- 4.1 The agreed prices are firm prices.
- 4.2 The agreed price includes all custom, forwarding, insurance, packaging and other additional costs and fees for the services rendered, unless such provisions deviating from the GPTC are referenced in the respective INCOTERMS.
- 4.3 The price also includes possible assembly, installation, integration or transfer works, which are to be covered by the Contractor in order to ensure ongoing operations within and beyond the usual operational hours.
- 4.4 In case of specifically agreed FCA deliveries, all costs associated with transferring the consignment to the designated carrier, must be covered by the Contractor.
- 4.5 Should after special agreement the freight and packaging costs be covered by Rain, Contractor is to invoice these costs as separate line items according to the payment terms referenced in the respective purchasing order.
- 4.6 Should there be any changes to price or expenses already agreed between the Contractor and Rain, the Contractor is obliged to notify Rain of such deviations in writing instantly in order to seek permission for any change in price. Should permission not be granted, Rain may refuse to accept the services of the Contractor and cancel the respective purchasing order with immediate effect. Price change notifications that are introduced during invoicing shall be deemed void.
- 4.7 The Contractor shall be responsible for the payment of all applicable taxes, duties and other charges incurred in connection with the products or services purchased. This includes, but is not limited to, value added tax (VAT), sales tax, customs duties and other similar charges.
- 4.8 If the Contractor is exempt from certain taxes or duties, it must provide Rain with the relevant exemption certificates. Rain reserves the right to review such evidence and request additional information if necessary.
- 4.9 In the event of changes in tax laws or regulations affecting the Services provided under this Agreement, both parties reserve the right to adjust prices accordingly to reflect the impact of such changes.
- 4.10 Rain shall not be liable for any taxes, duties or fees imposed on the Contractor due to changes in law or new regulations.

## **5 Delivery and performance of services deadlines**

- 5.1 The agreed delivery and completion of services deadlines are binding and must be adhered to. Timely arrival of the ordered item at the stated address or the completion of the agreed services is crucial for compliance with the delivery and performance deadlines.
- 5.2 In case of circumstances which may create delays in delivery or performance, the Contractor shall instantly, proactively notify the Rain in writing, specifying the reasons thereof, as well as quantifying the expected delay.
- 5.3 Force majeure situations, including but not limited to strike, lock-out or other labour dispute fire, explosion, nuclear incident, flood, earthquake, extreme adverse weather conditions, disease outbreak, pandemic or an epidemic (e.g. Covid-19), other acts of God, riot, war or threat of war, embargo, legislation, sanctions, regulation or directive having the force of law, shortage of raw materials, energy supply, civil conflict, act or threat of terrorism, unrest or disturbance or and other inevitable and unforeseeable events release the Contractor from his obligations for the duration of the problem and the scope of its effect. The Contractor is obliged to immediately adapt his performance to the altered circumstances within reasonable limits and in good faith. In case of disruption of work due to force majeure circumstances at Rain's facility, Rain shall be wholly or partially released from the obligation to accept delivered goods or completed services and in so far be entitled to rescind the Contract.
- 5.4 Should Rain, due to force majeure circumstances, be prevented from the acceptance of goods or services delivered by the Contractor, Rain cannot be deemed responsible for the delay.
- 5.5 Should delivery take place earlier than agreed, Rain maintains the right not to accept the services and if required initiate the return of goods at the expense of the Contractor. Should the goods not be returned in case of an early delivery, Rain may store the goods until the agreed date at the cost and risk of the Contractor.
- 5.6 Should the Contractor fail to deliver / complete services within the agreed deadline, Contractor shall be in default without any further reminder. Any late acceptance of services does not exclude Rain's claims for damages caused by the delay.
- 5.7 In case of a delay of the Contractor, Rain is entitled to claim an administrative fee of 1 % of the price of contract per week of delay, which cumulatively will not exceed 5 % of the price of contract. Further legal claims shall remain unaffected.

## **6 Reservation of proprietary rights, transfer of ownership**

- 6.1 A prolonged or extended retention of proprietary rights by the Contractor in relation to the delivered goods shall not be accepted; the same provisions apply to the transfer of ownership stipulated in the GPTC. The right of retention is excluded.
- 6.2 Should any contract-related fixtures and in particular tools be manufactured within the framework of the contract or order at our or partially at our expense, they shall become Rain's property at the moment of manufacture.

## **7 Insurance**

- 7.1 The Contractor shall provide information about the sufficient liability coverage taken out at Contractor's expense at an EU based insurer for the entire duration of the contract. The insurance policy must provide coverage for personal injury, property damage and financial loss.
- 7.2 Upon request, the Contractor shall provide proof of the valid insurance coverage.

## **8 Delivery and shipping**

- 8.1 All delivery and forwarding papers of the Contractor or the subcontracted third party (e.g. forwarding agent, subcontractor etc) shall include the order or contract date, as well as Rain's order number where applicable. As long as the information is not provided in accordance with this point 8.1, Rain maintains the right to refuse acceptance of goods or the right to return the consignment at the expense of the Contractor.
- 8.2 When the delivery is made to Rain's facility or drop-shipment address, the Contractor shall on the day of dispatch, send a dispatch note both to Rain and/or to the recipient's plant regardless of the type of delivery. Invoices are not considered to be dispatch notes.
- 8.3 Each dispatch consignment must enclose a properly completed delivery note/packing list.
- 8.4 Should Rain be obliged to reimburse shipment costs incurred by the Contractor, the Contractor shall - unless agreed otherwise in writing - select the lowest cost delivery mode.
- 8.5 Subcontractors executing shipments of goods and services shall be obliged by the Contractor to comply with Rain's dispatch regulations and to state the Contractor in all shipping documents.
- 8.6 The Contractor is liable for any damages and expenses, including but not limited to demurrage costs that Rain has to bear through failure to comply with the pertinent GPTC, unless the Contractor may not be deemed responsible for the failure to comply.

## **9 Contractors, subcontractors and safety requirements**

- 9.1 The Contractor is obliged to request written approval from Rain if Contractor wants to delegate services or parts of services to a third party or arrange execution by a third party. Such approval shall not be unreasonably withheld.
- 9.2 Upon request, the Contractor is obliged (even after the completion of performance) to provide a declaration, stating in detail, which intermediate sub-contractor or manufacturer has supplied parts, services, semi-finished parts or tools used in the manufacture of delivered parts/services.
- 9.3 The Contractor guarantees that the subcontracted enterprises and employed staff possess valid residence and work permits, required for the relevant region and the Federal Republic of Germany, as far as there is administrative and legal necessity therefore.
- 9.4 When the Contractor employs staff according to the provisions of point 9.3, the Contractor must guarantee the fulfilment of minimum work and remuneration requirements. If Contractor violates these obligations, the Contractor shall indemnify Rain against all third-party claims and compensate Rain for resulting damages.
- 9.5 Upon request, the Contractor shall provide proof of having fulfilled the minimum legal requirements of employment and remuneration. Rain is entitled to withhold a reasonable part of the agreed payment, as long as the Contractor fails to fulfil obligations as stated above in point 9.3.
- 9.6 Wearing protective gear on Rain's premises is mandatory. During delivery of consignments on Rain's sites, Rain's safety regulations must be adhered to. Rain's safety regulations can be provided upon request. The Contractor undertakes to acquaint himself with the safety regulations before delivery.

## **10 Invoice and terms of payment**

- 10.1 Immediately after the completion of services, the Contractor undertakes to send out by e-mail the duly issued invoice containing all mandatory details.
- 10.2 All invoices must be sent with separate mail and cannot be attached to the deliveries.
- 10.3 Invoices which do not comply with requirements as stated in points 10.1 and 10.2, cannot be processed, payment deadline (see point 10.4) will not be respected.

For the German entities of the Rain Carbon Inc. Group

- 10.4 Payment requirements are subject to full compliance as set out by Rain:
- within 14 days of receipt of invoice minus 3 % discount for fast payment (“Skonto”) or alternatively
  - within 55 days of receipt of invoice.
- 10.5 In case of incomplete or defective performance, Rain is entitled to withhold payments until all requirements have been duly fulfilled. Payments by Rain in no case relieve the Contractor from the obligation to complete or rectify defective performance.
- 10.6 Rain performs payments through means of payment selected by Rain.
- 10.7 Should the Contractor issue invoices for “early” deliveries, the payment due date will be reset by Rain according to the provisions in point 10.4, i.e. to the originally scheduled delivery date.
- 10.8 Contractor shall comply with the requirements and timelines according to German law and EU directives with regard to electronic invoices.

## **11 Inspection and acceptance of the incoming goods**

- 11.1 Upon receipt of the consignment Rain shall perform incoming goods inspection for visible defects, due to begin three days upon receipt of the consignment at the latest. Rain will give notice of detected defects without undue delay. A formal complaint shall be regarded as logged in time if it is made within 30 days after completion of the incoming goods inspection. Hidden defects must be reported to the Contractor acc. to § 377 HGB 10 days after being detected.
- 11.2 Delivery of all goods and services, material or not, including software programming, require formal received goods acceptance procedures by Rain.
- 11.3 Goods or services to be delivered and assembled by the Contractor can be accepted according to point 11.2 only after the full completion of assembly. In case a test run has been agreed upon for any of the delivered items, the acceptance can only take place after the completion or commissioning thereof.

## **12 Transfer of risk**

- 12.1 The risk of accidental loss or accidental degradation shall be transferred from the Contractor to Rain upon delivery of the consignment or acceptance of the services performed, as long as it has been agreed upon or is legally stipulated by respective INCOTERMS. This is valid regardless of who is responsible for transportation and shipment costs. Deviating INCOTERMS stipulated in the purchase order prevail in case of contradictions.
- 12.2 If the consignment is ready for dispatch and has been delayed for any reasons, for which Rain cannot be held responsible, the Contractor will be liable for any risk throughout the duration of the delay.

## **13 Warranty**

- 13.1 The Contractor shall be obliged to provide deliveries and services without defect. The Contractor guarantees that the Services comply with the provisions stated in the purchase order or contract and that only the materials that comply with the most current product, material and process requirements for manufacturers’ liabilities within Germany and the EU have been used to perform the state-of-the-art services. If no further arrangements have been made, the Contractor is deemed responsible for the observance of all relevant statutory provisions as well as all stipulations and orders imposed by the public authorities, as well as environmental regulations relating to the performance of such services.

- 13.2 Should the performance be unsatisfactory, Rain reserves the right of receiving corrective performance such as a re-delivery or a substitute delivery according to Rain's choice, as well as the compensation for damages as per statutory regulations. Moreover, the Contractor shall cover all expenses necessary for the supplementary performance (in particular the collection or disassembly of the delivery item or object, access, departure, packaging, transportation and man-hours applied). The same provisions apply when the services are performed at a location, different from the delivery destination originally planned. Should the Contractor fail to accomplish corrective performance by the due date defined by Rain, the respective corrective actions will be considered to have failed. In this case Rain has the right to cancel the contract or reduce the remuneration unilaterally. Rain may also claim compensation for damages in place of the agreed and failed performance, as well as demand compensation or reimbursement for needless expenditure. If Rain is entitled to warranty claims that exceed the legal rights arising from defects, these rights shall remain unaffected.
- 13.3 In emergency cases (e.g. in order to avoid a disproportionately high damage), after prior notification by the Contractor that such defect cannot be rectified independently within a reasonable period of time, or if a Contractor is delayed with the delivery of services or supplementary services, Rain is entitled to remove the defect at the expense and risk of the Contractor by involving a third party or through Rain's personnel. Despite thereof, the Contractor's responsibility to provide remedial performance remains unchanged. All additional costs arising there from, e.g. disassembly, assembly, examinations, technical inspections and approvals, shall be carried by the Contractor.
- 13.4 Should the appropriate condition of goods or services not be obvious and the price of order exceed €5,000, Rain is entitled to keep a bond amounting to 5 % of the order price until the completion of the warranty period or until all other warranties arising from the order have been fulfilled. Payment conditions according to chapter 10 in this case apply for the remaining amount. The security amount must be paid to the Contractor as soon as purchase is granted/order is confirmed an irrevocable, time-unlimited, unconditional and absolute bank guarantee by a major EU bank.
- 13.5 The statute of limitations for claims based on defects amounts to 36 months after the transfer of risk, in case no deviating agreement has been made.
- Deviating from the aforementioned sentence, claims for defects shall lapse after five years in the case of a building or a construction and a service where the contractor owes planning, surveillance and monitoring services. Claims for damages through insufficient performance as per chapter 1 are limited to 3 years for all those materials and services, whose successful application is stipulated by planning and surveillance operations. For all services, which could not be performed in accordance with the contract due to the interruption of operations caused by dissatisfactory performance, the period of limitations is extended for the duration of the interruption.
- 13.6 The period of limitation for warranty claims shall be suspended for the entire period from the detection of a defect until its final removal.
- 13.7 For replaced or repaired parts, the period of limitation for warranty claims shall restart from the moment of final removal of a defect, unless such replacement or repair was related to a minor part (with value amounting to less than 1 % of the contract price) or was carried out as a gesture of goodwill.
- 13.8 Furthermore, the Contractor is liable for any material or legal defects in accordance with legal statutes.

#### **14 Liabilities of the Contractor**

- 14.1 For types of products which imply a statutory product liability, the Contractor shall indemnify Rain against primary claims for damages by third parties as long as the detected cause of a defect was related to Contractor's area of responsibility or expertise.
- 14.2 In terms of liability, the Contractor also undertakes to reimburse any expenses arising from or in connection with potential market recalls. Where reasonable, Rain shall inform the Contractor both

about the content and the scale of recall activities as well as grant a possibility to make a statement thereupon. Further statutory claims shall remain unaffected.

- 14.3 As long as the above-mentioned provisions are not contradicted by applicable laws or regulations deviating regulations, the Contractor is liable for any contractual or further breach of duty in accordance with his statutory rights. Any further limitation of liability in favour of the Contractor shall not apply.

## **15 Work results, IP-protection and the right of use**

- 15.1 Rain shall claim the sole rights of ownership relating to any work results including but not limited to the inventions, experiment and development results, drafts, computer software, designs, trademarks, patents, concepts, samples and models (**IP**) resulting from Contractor's work in relation to the contract, as long as such claim shall be legally possible.
- 15.2 As long as the work results are eligible to be protected e.g. as a trademark, a patent or industrial design, Rain is entitled to register this IP as per point 15.1 nationally or internationally at Rain's own expense. The Contractor shall provide all relevant information and will support with the compensation of Rain's expenses in connection with the initiated trademark registration. The Contractor shall utilize inventions eligible for IP protection by demonstrating respect towards the inventor, and will transfer these to the Rain upon request in exchange for the legally stipulated reimbursement. Moreover, the transfer of the industrial property rights by the Contractor shall be satisfied by payment of the agreed reimbursement for this particular agreement.
- 15.3 Insofar as the work results are protected by the Contractor copyrights, the Contractor shall grant Rain the exclusive, worldwide, irrevocable, transferable, complimentary, sub-licensable, time, place and content unlimited right to make use of and exploit these work results in any way, in particular but not limited to reproduce, publish, issue or alter and/or edit them in any possible way. The granting of the usage rights shall be considered settled with the payment of the agreed remuneration.
- 15.4 Should Rain request the Contractor to develop computer software design, Rain's rights of protection and use shall extend to all relevant components including the source codes and development documentation. The Contractor furthermore undertakes to provide these free of charge along with the software in the required format.
- 15.5 Through suitable contractual agreements with the respective authorities, employees, representatives and further subcontractors, the Contractor shall enable granting the rights in respect to the achieved results as stipulated in this chapter.
- 15.6 In case of third party claims against the Contractor with regard to property rights infringements, the Contractor shall indemnify Rain from any such claims by third parties and reimburse Rain for any expenses arising therefrom. Rain shall immediately inform the Contractor about such infringements and, as far as it is deemed legally possible, will leave the legal defence to the Contractor at Contractor's own expense. Contractor shall not settle or otherwise dispose of any claim that includes any statement or admission of fault, liability or infringement or in a way that otherwise adversely affects Rain's rights and interests, without Rain's prior written consent.

## **16 Assignment of claim, compensation and retention**

- 16.1 The Contractor is not entitled without Rain's written agreement to assign any claims against Rain to or have them collected by third parties. This does not affect the provision § 354 a of the Commercial Code (HGB).
- 16.2 The Contractor shall only be allowed to set off Rain's claims against claims of Contractor's own uncontested right, or an established right of retention.
- 16.3 Rain is entitled to offset claims of enterprises related to Rain as per § 15 AktG against any claims of the Contractor.

## **17 Export Control**

- 17.1 As soon as Rain informs Contractor that services or product supply are to be executed in a country other than the Federal Republic of Germany, the Contractor becomes responsible for the compliance with all relevant statutory regulations of both national and foreign legislation in relation to the rendered services, including but not limited to declaration according to the respective statutory requirements.
- 17.2 The Contractor shall comply with all requirements of the applicable national and international customs, export control and other foreign trade legislation (collectively "Foreign Trade Law"). The Contractor shall inform Rain in writing no later than two weeks after placing the order and immediately in the event of changes of all information and data which Rain requires in order to comply with foreign trade law for export, import and re-export.

## **18 International trade restrictions**

- 18.1 Neither Contractor, nor any of its subsidiaries, any director, officer, employee, agent, or affiliate of Contractor or any of its subsidiaries, is an individual or entity (for purposes of this section, a "Person") that is, or is owned or controlled by Persons that are: (i) the subject/target of any sanctions administered or enforced by the German government, the European Union, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, Her Majesty's Treasury, or other relevant sanctions authority (collectively "Sanctions"), or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including but not limited to the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria).
- 18.2 Contractor shall ensure strict compliance (by Contractor and any affiliated entities (including its agents and subcontractors)) of all economic sanctions and export control regimes applicable. No provision of this GPTC shall be interpreted or applied as to require any party to do, or refrain from doing, anything that would constitute a violation of any economic sanctions or export control regimes applicable to any party to the transaction. Contractor shall not import, or make any disposition by way of trans-shipment, re-export, diversion or otherwise, of goods, technology or any other item to be supplied hereunder that would be prohibited or sanctionable under Sanctions.
- 18.3 Rain may terminate the business relationship upon the giving of a notice, at any time and without liability or continuing obligation to Contractor, if Contractor becomes a sanctioned party such that it is unlawful or otherwise sanctionable to conduct business with Contractor, or if any other applicable sanctions make it unlawful or sanctionable to perform the obligations under these GPTC.
- 18.4 Contractor hereby agrees that any documentation associated with compliance with any international trade sanctions (including, but not limited to, evidence of corporate structure and ownership, goods information, and banking and payment information) shall immediately be made available to Rain upon request.

## **19 Non-disclosure agreement**

- 19.1 The Contractor shall maintain confidentiality regarding commercial and operational procedures of Rain's enterprise and other associated companies as per § 15 Stock Corporation Act (AktG). Exceptions will be granted if a Contractor is legally bound to disclose such information. Non-disclosure provisions do not apply for publicly accessible information, or for disclosures of which would not obviously affect Rain or any related enterprise in terms of § 15 AktG. The aforementioned non-disclosure agreement prevails for a period of two years after the expiration of the contract, or the respective commercial and operational provisions as stipulated above.
- 19.2 The Contractor undertakes to maintain confidentiality about the fact of having received Rain's order as well as the content thereof. The Contractor is only allowed to inform a third party of existing

business and delivery agreements with Rain through any advertising activities, displaying webpage information etc. upon Rain's written consent.

- 19.3 The Contractor will enforce all confidentiality obligations related thereto with any employed staff or agents within the framework of the execution of the points 19.1 and 19.2 of the contract.

## **20 DATA Protection**

20.1 Contractor shall comply with all applicable data protection laws including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR) of European Union, in respect of any Personal Information that it may process in connection with this business relationship.

20.2 In addition to Contractor's obligation to comply with the applicable laws, he shall:

- only process such personal information that is required for the purposes of this business relationship or in accordance with written instructions of Rain;
- put in place and maintain adequate technical and organizational measures to secure personal information;
- notify Rain without undue delay in an event of unauthorized disclosure or access, or accidental loss or destruction of Rain's personal information and take all reasonable steps to mitigate harm to the relevant individuals.

## **21 ESG – Environmental social governance**

21.1 Contractor has to be in line with the ESG law to fulfill its global responsibility towards environmental, social and sustainability aspects to the entire supply chain. Upon request, Contractor shall provide proof of being in line with the legal requirements. Rain's sustainability report can be found on the following website: [www.raincarbon.com/Sustainability](http://www.raincarbon.com/Sustainability) (Sustainability governance/ Sustainable procurement).

21.2 Contractor shall ensure its compliance with legal requirements in relation to conflict minerals, including, without limitation, Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017. Contractor (and any third party engaged by the Contractor) shall not use conflict materials and shall be able to trace its supply chain regarding possible conflict material usage.

## **22 Final provisions**

22.1 Alterations or amendments of orders placed in accordance with these GPTC shall be presented in writing in order to be legally valid. The revocation of such written form requirement must also be performed in writing according to this point 22.1.

22.2 Contracts signed in accordance with the above GPTC, as well as any further contractual relations between Rain and the Contractor are subject to the laws of the Federal Republic of Germany and under exclusion of any contradictory or deviating terms of existing international laws, as far as legally permissible. Application of the United Nations Convention on the International Sale of Goods (CISG) is hereby excluded.

22.3 Place of performance for goods and services provided by the Contractor shall be the delivery site as stated by Rain, even if Rain is paying for transportation and delivery costs. Place of performance for the fulfilment of Rain obligations is the address of Rain's registered seat of business.

22.4 Disputes resulting from any agreement made between the Contractor and Rain, including any claims for bill of exchange and cheque receivables, shall be handled by the relevant, competent courts of Castrop-Rauxel and Dortmund, Germany.