

# Agreement on the Purchasing of Equipment and Operating Materials (EMEA)

("Agreement")

between

[Insert name and address of the **DRÄXLMAIER** company]

– hereinafter "**DRÄXLMAIER**" –

and

[**Supplier**]

– hereinafter "**Supplier**" –

– DRÄXLMAIER and the Supplier hereinafter also referred to individually as a "**Party**" and collectively as the "**Parties**" –

1. DRÄXLMAIER is a company of the DRÄXLMAIER Group. The latter operates worldwide as a system supplier for the automotive industry. It develops, produces and markets products including but not limited to on-board electrical networks and electrical and electronic components, battery systems, and interior parts and interior systems for automobiles.
2. The Supplier shall produce or procure the equipment and operating materials mentioned in Annex 1 ("**Equipment and Operating Materials**") for DRÄXLMAIER.
3. The Parties agree that the General Terms and Conditions of Purchase of the Dräxlmaier Group for Equipment and Operating Materials (EMEA) appended hereto as Annex 2 apply to the production or procurement of the Equipment and Operating Materials.  
  
In the event of any conflict between the provisions of the foregoing Annex and those of this Agreement, the provisions of this Agreement shall take precedence.
4. Disputes arising out of or on the occasion of this Agreement must be decided by the courts in the place of jurisdiction, Landshut, Germany; legal action can also be brought against each Party in that Party's general place of jurisdiction. The laws of Germany apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
5. Amendments or addenda to this Agreement or the cancellation or termination hereof are not valid unless set forth in written form. This also applies to any waiver of this written form requirement.
6. Individual invalid provisions shall not affect the validity of the remaining provisions of this Agreement; the invalid provision must be replaced by the Parties with a provision that is congruent with the original provision's economic intent. The same applies in the event of a gap in the provisions hereof.

For the Supplier:

For DRÄXLMAIER:

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Date, signature  
[Name, position/title]

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Date, signature  
[Name, position/title]

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Date, signature  
[Name, position/title]

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Date, signature  
[Name, position/title]

Annex 1: List of Equipment and Operating Materials

Annex 2: General Terms and Conditions of Purchase of the Dräxlmaier Group for Equipment and Operating Materials (EMEA)