

Rauschert General Terms and Conditions of Purchase (GTCP)

As at 09/2023

1. Scope, form

1.1. These General Terms and Conditions of Purchase (GTCP)

shall apply to all business relationships with our business partners and suppliers ("Seller"). The GTCP shall only apply if the Seller is a trader (section 14 German Civil Code [*Bürgerliches Gesetzbuch, BGB*]), a legal entity under public law or a special fund under public law.

1.2. The GTCP shall in particular apply to contracts concerning the sale and/or the delivery of movable objects ("Goods"), regardless of whether the Seller produces the Goods itself or purchases them from suppliers (sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version applicable at the time of our order as a buyer shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

1.3. These GTCP shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Seller shall only become an integral part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example, even if the Seller refers to its general terms and conditions in the context of the order confirmation and we do not expressly object to this.

1.4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our purchase order shall take precedence over the GTCP. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris, France (ICC) in the version applicable upon conclusion of the contract.

1.5. Any legally significant declarations and notices by the Seller in relation to the contract (e.g. the setting of a deadline, a warning notice, a declaration of rescission) shall be submitted in writing. The written form as defined by these GTCP includes written or text form (e.g. letter, email, fax). Statutory provisions regarding form and further proof, in particular in case of doubt about the legitimacy of the declarant, remain unaffected thereby.

1.6. References to the validity of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these GTCP.

2. Conclusion of contract

2.1. Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

2.2. The Seller is obligated to confirm our order in writing within a period of **14 calendar days** or, in particular, to execute it without reservation by dispatching the Goods (acceptance).

2.3. Delayed acceptance shall be deemed a new offer and requires acceptance by us.

3. Delivery time and delivery default

3.1. The delivery time stated by us in the order is binding. If the delivery time has not been specified in the order and has not been agreed otherwise, it shall be **4 weeks** from the conclusion of the contract.

3.2. If the Seller is unlikely to be able to meet a delivery deadline – for whatever reason – it shall promptly inform us of this, the reason and the expected duration of the delay.

3.3. If the Seller fails to perform within the agreed delivery time or is in default, our rights – in particular to rescission and compensation – shall be determined in accordance with the statutory provisions. The provisions in 3.4 remain unaffected thereby.

3.4. If the Seller is in default, we may – in addition to any further statutory claims – demand lump-sum compensation for damage we have suffered caused by delay in the amount of 0.1% of the net price per working day, but in total not more than 5% of the net price of the delayed delivered Goods. We reserve the right to prove that a larger amount of damage has been incurred. The Seller reserves the right to prove that no damage at all or only considerably less damage has been incurred.

3.5. If the Seller delivers earlier than agreed, we reserve the right to send the Goods back at the Seller's expense. If the Goods are not returned in case of early delivery, the Goods shall be stored by us until the agreed delivery date at the expense and risk of the Seller. In the event of early delivery, we reserve the right to make payment only on the agreed due date.

4. Performance, delivery, transfer of risk, default of acceptance

4.1. Without our prior written consent, the Seller shall not be entitled to have third parties (e.g. subcontractors) carry out the service for which it is responsible. The Seller shall bear the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stock).

4.2. Delivery shall be made 'free domicile' within Germany to the place specified in the order. If the place of destination is not specified and nothing else has been agreed upon, the delivery shall be made to our registered office. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).

4.3. The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) as well as our order ID (date and number). If the delivery note is missing or incomplete, we shall not be liable for any resulting delays in processing and payment. Separate from the delivery note, a corresponding notification of dispatch with the same content shall be sent to us.

4.4. The risk of accidental destruction and accidental deterioration of the Goods shall pass to us upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for services shall apply analogously in other respects to an agreed acceptance. Default of acceptance by us shall be equivalent to delivery or acceptance.

4.5. The statutory provisions shall apply to the occurrence of our default of acceptance. The Seller shall, however, expressly offer us its performance even if a specific or definable calendar date for an action or cooperation on our part (e.g. provision of material) has been agreed upon. If we are in default with acceptance, the Seller may demand a refund of its additional expenditure under the statutory provisions (section 304 BGB). If the contract concerns a non-fungible item to be manufactured by the Seller (made to order), the Seller shall only have more extensive rights if we undertook to cooperate and bear responsibility for failure to cooperate.

5. Prices and terms of payment

5.1. The price stated in the order is binding. All prices shall be understood to include statutory value added tax, if this is not shown separately.

5.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

5.3. Unless otherwise agreed in individual cases, the price shall also include customs duties up to the delivery address specified by us and costs for customs formalities.

5.4. If delivery ex works has been agreed, the forwarder of choice we specify shall be engaged. If necessary, the Seller shall ask us which forwarding agent we use. All costs incurred up to the point of handover to the haulage contractor, including loading and cartage, shall be borne by the Seller.

5.5. The agreed price shall be due for payment within **60 calendar days** of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice.

5.6. Insofar as certificates of material tests, Goods test certificates, etc. are agreed, these certificates shall form an essential part of the delivery and shall be sent to us together with the delivery. However, they must reach us no later than 5 days after receipt of the invoice. The term of payment shall not commence before the agreed certificate has been received.

5.7. Unless otherwise agreed in writing, we shall pay, at our discretion, within 10 days with a 3% discount, within 30 days with a 2% discount or within 60 days, strictly net. The discount shall be deducted from the net amount.

5.8. In case of bank transfers, the payment shall be deemed to have been made on time if our remittance instruction is received by our bank prior to the expiry of the payment deadline.

5.9. We shall not owe any interest upon maturity. The statutory provisions shall apply to default in payment.

5.10. We shall be entitled to set-off and retention rights as well as the plea of non-fulfilment of the contract to the extent permitted by law. In particular, we are entitled to retain payments which are due, should we still be entitled to claims against the Seller due to incomplete or defective services.

5.11. The Seller shall only have a right of set-off or retention based on counterclaims that have been finally established in law or are undisputed.

5.12. In the case of advance payments, the Seller shall provide adequate security in the form of a directly enforceable bank guarantee from a major European bank.

6. Supply of spare parts

6.1. The Seller undertakes to supply us with all spare parts for the duration of the average service life of the delivered product. The price for a spare part may not be higher than the price of an equivalent part on the open market.

6.2. If production of spare parts has been discontinued, the Seller

undertakes to surrender design documents to Rauschert on request for an appropriate fee. We may only use these documents exclusively for the production of spare parts for our own use. We undertake not to make these documents available to any third parties.

7. Notice of changes, discontinuation of production

7.1. If the Seller offers a product that we have already purchased from it, it shall, irrespective of any further notification obligations, inform us of any changes without being prompted if the specification has changed compared with a product supplied previously under the same name.

7.2. The Seller undertakes to inform us at least 3 months before discontinuing production of a product purchased by us.

8. Part deliveries

8.1. We shall accept part deliveries only by express agreement.

8.2. In the case of agreed part deliveries, the outstanding quantity shall be listed.

9. Changes

We may request changes to the contractual item if they are necessary in order to achieve the intended purpose and if they are reasonable for the Seller. In doing so, the contract shall be adjusted in particular with regard to costs and delivery dates taking into account the interests of both parties.

10. Force majeure

10.1. Serious events such as, in particular, force majeure, labour disputes, riots, war or terrorist conflicts that have unforeseen consequences for the performance of services shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect even if they are in default.

10.2. This does not imply automatic termination of the contract. The contracting parties shall be obligated to notify each other of any such impediment and to adjust their obligations to the changes in circumstances in good faith.

11. Industrial property rights

11.1. The Seller gives an assurance that the products it supplies do not infringe any third-party industrial property 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 us against all claims asserted against us by third parties due to such an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with such claims. This does not apply if the Seller can prove that it is neither responsible for the industrial property right infringement nor should it have been aware of the infringement at the time of delivery if it had exercised due commercial care.

11.2. Our further legal claims due to defects of title of the products supplied to us shall remain unaffected.

11.3. In the event of infringements of industrial property rights, the Seller shall first have the right to enter into a discussion with the holder of the industrial property right regarding the existence, scope and validity of the industrial property right and regarding the amount of a reasonable licence fee.

11.4. If the matter results in legal proceedings, we shall be entitled to join the action on the side of the Seller. If the Seller loses the legal dispute, through no fault of our own, it shall reimburse us for the costs of the legal dispute.

11.5. If the Seller refrains from discussing the issue or if the Seller's efforts to induce a discussion fail, we shall be entitled to obtain the right holder's permission to use the delivered Goods and services in question at the Seller's expense. This right is limited in terms of amount to reimbursement of the purchase price and compensation for the damage caused by the defect of title.

11.6.

12. Secrecy and reservation of title

12.1. We reserve the rights of title and copyright to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for contractual performance and returned to us upon completion of the contract. Secrecy over such documentation shall be maintained with respect to third parties – even after the contract has ended. This obligation of secrecy shall only end if and to the extent that the knowledge contained in the documents that were made available has become public. Special non-disclosure agreements and statutory provisions on the protection of secrets shall remain unaffected.

12.2. The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as tools, templates, samples and other items which we supply to the Seller for production. Such objects – insofar as they are not being processed – shall be stored separately at the expense of the Seller and shall be insured against destruction and loss to an appropriate extent.

12.3. Any processing, mixing or combination (further processing) of provided items by the Seller shall be carried out for us. The same applies in the event of further processing of the delivered Goods by us, so that we

are considered to be the manufacturer and shall acquire title to the product in accordance with the statutory provisions upon further processing at the latest.

12.4. Ownership of the Goods shall be transferred to us without fail and irrespective of payment of the price. However, if we accept an offer for transfer of ownership by the Seller on the condition of paying the purchase price in individual cases, retention of title of the Seller shall expire no later than upon payment of the purchase price for the delivered Goods. Also, before payment of the purchase price, we shall have the right to resell the Goods in the proper course of business under advance assignment of resulting claims (alternatively, the simple reservation of title extended to resale shall apply). Thus, all other forms of retention of title, especially the extended and forwarded retention of title as well as the retention of title extended to further processing, are excluded under any circumstances.

12.5. The Seller shall treat the conclusion of the contract confidentially and may only refer to business connections with us after obtaining our consent.

13. Defective delivery

13.1. Legal provisions and, exclusively in our favour, the following additions and clarifications shall apply to our rights in case of material defects and defects of title of the Goods (including incorrect delivery or short delivery as well as improper assembly/installation or faulty operating instructions) and in case of other breaches of duty on the part of the Seller.

13.2. In accordance with legal provisions, the Seller shall especially be liable for the Goods having the agreed quality upon transfer of risk to us. In any case, any product descriptions that – in particular by designation or due to reference to our order – are part of the respective contract or have been included in the contract in the same manner as these GTCP are deemed to be an agreement regarding the quality of Goods. In this respect, it shall be irrelevant whether the product description was prepared by us, the Seller or the manufacturer.

13.3. Deviations from the specification shall always be deemed to be significant breaches of duty unless we are able to transfer the product to a state complying with the relevant specifications ourselves with very little effort.

13.4. In the case of Goods with digital elements or other digital content, the Seller shall be obligated to provide and update the digital content in any case to the extent that this is set out in a quality agreement clause 2.2 or other product descriptions of the manufacturer or on its behalf, in particular in the Internet, in advertising or on the Goods label.

13.5. We are not obligated to inspect the Goods or make special enquiries about any defects upon conclusion of the contract. In partial deviation from section 442 (1) sentence 2 BGB, we shall therefore also be entitled to unrestricted claims for defects if the defects remained unknown to us upon conclusion of the contract due to gross negligence.

13.6. The statutory provisions (sections 377, 381 German Commercial Code [*Handelsgesetzbuch, HGB*]) shall apply to commercial inspection obligations and the obligation to give notice of defects subject to the following: our inspection obligation shall be limited to defects that become evident in external examination, including delivery documentation, in the course of our incoming Goods inspection (e.g. transport damage, incorrect delivery or short delivery) or in our quality control involving random sample testing. If acceptance is agreed, no inspection obligation applies. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects regarding defects discovered at a later point in time shall remain unaffected. Notwithstanding our duty to inspect, our complaint (notice of defects) shall in any case be deemed to have been made without undue delay and in good time if it is sent within **3 working days** of discovery or, in the case of obvious defects, of delivery.

13.7. Subsequent performance shall also include removal of the defective Goods and reinstallation where the Goods have been installed in or attached to another item in accordance with their type and intended use before the defect became apparent; our legal claim to reimbursement of the corresponding expenses (removal and installation costs) shall remain unaffected. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, carriage, labour or material costs as well as, if applicable, removal and installation costs, even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified demand for the rectification of defects remains unaffected; we are, however, only liable if we recognised or failed to recognise through gross negligence that there was no defect.

13.8. Without prejudice to our statutory rights and the provisions in section 7.5, the following shall apply: If the Seller does not fulfil its obligation to render subsequent performance – at our discretion either by remedying the defect (rectification of defects) or by delivering defect-free Goods (replacement delivery) – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the

necessary expenses or a corresponding advance payment from the Seller. If the subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or the imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Seller of such circumstances without delay, if possible, in advance.

13.9. Otherwise, in the event of a material defect or defect in title, we shall be entitled to a reduction of the purchase price or to revoke the contract in accordance with the statutory provisions. We shall also be entitled to compensation for loss and expenses in accordance with the statutory provisions.

14. Supplier recourse

14.1. We are entitled without restriction to our statutorily determined rights of recourse and expense reimbursement within a supplier chain (supplier recourse according to sections 478, 445a, 445b, and sections 445c, 327 (5), 327u BGB), in addition to the claims for defects. We are entitled in particular to demand precisely the type of subsequent performance (rectification of defects or replacement) from the Seller that we owe our customers in individual cases. In the case of Goods with digital elements or other digital content, this also applies with regard to the provision of the necessary updates. Our statutory right of choice (section 439 (1) BGB) is not restricted by this.

14.2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), we shall notify the Seller and ask for a written statement, giving a brief account of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is found, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller is responsible for supplying counter evidence.

14.3. Our claims from supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any way by us, our customer or a third party, e.g. by mounting, attachment or installation.

15. Cooperation

The Seller may only cite defective cooperation on our part, such as failure to provide documents or information to be supplied by us, if our cooperation failed to materialise despite a warning with a reasonable deadline.

16. Warranties

16.1. The Seller guarantees and gives an assurance that all deliveries/services comply with state-of-the-art technology, the legal provisions and the regulations and guidelines of authorities, professional associations and trade associations. If deviations from these provisions are necessary in individual cases, the Seller shall obtain written consent for this. The warranty obligation of the Seller shall not be restricted by this consent. If the Seller has reservations about the type of performance requested by Rauschert, the Seller shall notify Rauschert thereof in writing without undue delay.

16.2. The Seller guarantees and gives an assurance that all deliveries are free from third-party industrial property rights and, in particular, that the delivery and use of the delivery items does not infringe any patents, licences or other third-party industrial property rights within Germany. If the Seller is aware that its products are also distributed by Rauschert in certain countries, the aforementioned shall also apply to these countries.

17. Producer liability

17.1. If the Seller is responsible for a product defect, the Seller shall indemnify us against third-party claims insofar as the cause of the loss falls within the Seller's organisation and sphere of control and insofar as it is liable in an external relationship.

17.2. Under its obligation to indemnify, the Seller shall reimburse expenses pursuant to sections 683 and 670 BGB that arise from or in connection with a claim by third parties, including recall campaigns carried out by us. We shall inform the Seller of the content and scope of recall measures – as far as possible and reasonable – and give the Seller the opportunity to comment. Any further legal claims shall remain unaffected.

17.3. The Seller shall take out and maintain product liability insurance with adequate sums insured for personal injury and property damage. Upon request, it shall present the insurance policy to us.

18. Quality assurance

The Seller shall carry out quality assurance which is suitable in terms of its type and scope and that corresponds to the latest state-of-the-art technology and shall provide us with evidence thereof upon request. The Seller shall conclude a corresponding quality assurance agreement with us if we deem it necessary.

19. Statute of limitations

19.1. Mutual claims of the parties to the contract shall become statute-barred in accordance with legal provisions, unless provided for otherwise below.

19.2. Notwithstanding section 438 (1) No. 3 BGB, the general limitation

period for claims based on defects shall be 3 years from the transfer of risk. If acceptance is 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 statute of limitations for third-party rights in rem to surrender (section 438 (1) no. 1 BGB) shall remain unaffected; also, claims arising from defects of title shall on no account come under the statute of limitations as long as the third party may still exercise the right towards us – especially because no statute of limitation applies.

19.3. The statute of limitations of purchase law including the extensions specified above shall apply – within the limits of statutory regulations – to all contractual claims for defects. Insofar as we are entitled to non-contractual damages due to a defect, these shall be subject to the regular statutory statute of limitations (sections 195, 199 BGB), unless the application of the statute of limitations as provided by purchase law results in a longer limitation period in particular cases.

20. REACH Regulation

20.1. The Seller shall also make a commitment to us to comply with the REACH Regulation (EC) No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals.

20.2. In particular, the Seller shall undertake to provide us with a safety data sheet that complies with the provisions of the Regulation or to supply us with the necessary information pursuant to Art. 32 of this Regulation.

20.3. The Seller undertakes to explicitly indicate if it supplies a preparation that has not been registered contrary to the obligation under Art. 6 Regulation (EC) No. 1907/2006. The same applies if it supplies a preparation containing one or more substances that has/have not been registered contrary to the obligation under Art. 6 Regulation (EC) No. 1907/2006.

20.4. If the Seller supplies one or more substances listed in Annex XIV of the Regulation (EC) No. 1907/2006 or supplies a preparation containing such substances, the Seller shall expressly inform Rauschert in writing of the reasons within the meaning of Art. 56 Regulation (EC) No. 1907/2006 that permit the substance to be placed on the market.

20.5. If the Seller advises against using a substance, it shall explicitly highlight this in writing.

20.6. If we are obligated to prepare a chemical safety report on the basis of Art. 37 of Regulation (EC) No. 1907/2006 and therefore require information from the Seller regarding delivered substances, the Seller shall be obligated to provide the requested information within 30 days of receiving a request.

20.7. If the provisions of Regulation (EC) No. 1907/2006 regarding the above obligations of the Seller change, the changes shall apply to the Seller's obligations.

20.8. The Seller shall provide us with the registration number for all substances requiring registration under Regulation (EC) No. 1907/2006 (REACH Regulation), regardless of whether they are supplied as a substance or as part of a preparation. If the Seller does not provide a registration number, this means that the delivery does not contain a substance subject to registration. A delivery which contains a substance subject to registration without providing a registration number shall be deemed defective within the meaning of section 434 BGB.

21. Prohibition of heavy metals

21.1. In the case of products which are recognisable or known to the Seller to be used for the production of automotive components, the Seller shall undertake to deliver to us only those products which comply with the EU Directive 2000/53/EC of 18 September 2000, taking into account the decision by the European Commission of 27 June 2002 (2002/525/EC).

21.2. If the Seller delivers products in which substances are processed that fall under the aforementioned EU regulation, the Seller shall undertake to expressly draw our attention to these substances.

22. Information on product safety

22.1. The Seller shall provide us with all information based on section 4 (1) German Device and Product Safety Act [*Geräte- und Produktsicherheitsgesetz, GPSG*] that is relevant for assessing the risk to the health and safety of users of the product or third parties. In particular, the following shall be taken into account:

22.1.1. the characteristics of the product, including its composition, packaging, instructions for its assembly, installation, maintenance and service life;

22.1.2. its effects on other products if it is expected to be used with other products;

22.1.3. its appearance, commercial presentation and packaging, labelling, warnings, instructions for use, indications concerning its disposal and any other data or information relating to the product;

22.2. the group of users who are exposed to greater danger than others when using the product.

23. German Supply Chain Act [Lieferkettensorgfaltspflichtengesetz, LkSG]

23.1. The Seller is ahead of us in the supply chain. It also undertakes to comply with the LkSG vis-à-vis us.

23.2. The Seller shall provide us with all the information we need to comply with and demonstrate compliance with the LkSG.

24. Environmental compatibility

The Seller undertakes to use environmentally friendly products and processes for its deliveries/services and also for subcontracted deliveries or ancillary services of third parties within the bounds of the economic and technical possibilities. The Seller shall be liable for the environmental compliance of the supplied products and packaging materials and for all consequential damage caused by the breach of its statutory disposal obligations. At our request, the Seller shall issue a certificate of inspection.

25. Packaging return and take-back

25.1. The Goods shall be packed in such a way that transit damage is avoided. Packaging materials shall only be used to the necessary extent to achieve this purpose. Only environmentally friendly packaging materials may be used.

25.2. The Seller's obligation to take back packaging is governed by the statutory provisions.

25.3. If we are invoiced separately for packaging by way of exception, we shall be entitled to return it to the Seller carriage-paid against payment of 2/3 of the value arising from the invoice, unless the packaging is severely damaged.

26. Remuneration for offers, concepts and the like

No remuneration shall be granted for visits or preparing offers, concepts, etc. unless remuneration has been expressly agreed or there is a legal entitlement thereto.

27. Choice of law, place of jurisdiction, contractual language

27.1. These GTCP and all legal relationships between us and the Seller shall be subject to the law of the Federal Republic of Germany to the exclusion of international uniform law, especially the United Nations Convention on Contracts for the International Sale of Goods (CISG).

27.2. If the Seller is a merchant within the meaning of the HGB [*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 is our registered office. The same applies if the seller is a trader within the meaning of section 14 BGB. However, in all cases, we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or an overriding individual agreement or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular those provisions concerning exclusive jurisdiction, shall remain unaffected thereby.
