

General Conditions of Purchase

I. General applicable conditions

1. These General Conditions of Purchase (GCP) apply to all our purchasing transactions (contracts in which we are the buyer) and our issued orders (contracts in which we are the client). These conditions do not apply to contracts with consumers. The respectively current version of our GCP also forms the basis of all future purchasing transactions and our issued orders, even if we do not expressly refer thereto once again.
The following provisions apply in the stated sequence with respect to the legal relations with our suppliers/contractors and ourselves as the client:
 - a) the individual content of the contract established in writing, or the individual content of our order in the case of unilateral determination;
 - b) these General Conditions of Purchase (GCP), and;
 - c) the applicable statutory provisions.In addition, the Incoterms 2010 also apply insofar as these do not contradict these conditions or other agreements concluded between ourselves and our suppliers/contractors.
2. Upon first-time delivery, our supplier/contractor shall accept the applicability of these GCP including for all further contractual relationships. Any deviating terms of business on the part of our suppliers/contractors are not deemed to be a contractual component, neither upon acceptance of the order nor in the case of our failure to object, unless such terms have been confirmed by us in writing. By transmitting these General Conditions of Purchase, we hereby expressly reject any deviating terms of sale or delivery on the part of our suppliers/contractors.
3. Offers to HOBART are to be submitted free and without obligation. Cost estimates are not subject to compensation.
4. Upon first-time delivery, our supplier/contractor confirms that they are not a consumer within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) and that consumer law or consumer goods law does not apply to them.
5. The supplier/contractor undertakes to suitably observe duties of care in relation to human rights and the environment in order to prevent or minimize risks related to human rights or the environment or to end the violation of duties in relation to human rights and the environment. To this end, the supplier/contractor shall take the suitable measures listed in Section 3 (I) of the German Act on Corporate Duties of Care to Prevent Human Rights Violations in Supply Chains (Lieferkettensorgfaltspflichtengesetz, LkSG), provided these are appropriate. The supplier/contractor undertakes to commit each upstream supplier required for the manufacture of contractual parts on their part to the observance of duties of care in relation to human rights and the environment.

II. Contract conclusion

1. All orders and their amendments and supplements must be made in writing (see Section 126b of the BGB). Should our supplier/contractor fail to accept the order within ten days of its receipt, HOBART is permitted to withdraw.
2. The HOBART order is the exclusive contractual component, whereby we shall be permitted to demand appropriate changes to the delivery object even after contract conclusion, within the limitation of what is considered reasonable. These changes must be conducted without special costs for HOBART.
3. Our supplier/contractor must perform the order issued to them themselves. The partial or full transfer to a third party is not permitted without our written consent.

III. Scope of delivery and force majeure

1. Our supplier/contractor undertakes to deliver all contractual parts required for flawless operation or the fulfillment of the order within the agreed deadline. Agreed deadlines and periods are binding. This also applies if not all necessary individual parts are separately listed in the order. If assembly is owed, this must likewise be completed within the agreed deadline. The supplier shall bear all necessary expenses in this connection, such as travel costs, provision of tools and allowances. The receipt of the delivery at our stated place of receipt or use shall be decisive for the observance of agreed delivery deadlines and periods. If the delivery is not agreed as "free of duty" (DAP or DDP according to Incoterms 2010), the supplier must provide the good punctually in consideration of the time for loading and dispatch to be coordinated with the forwarder.
2. Our supplier/contractor must promptly inform us in writing, stating the reasons and estimated duration of the delay, as soon as they recognize difficulties with respect to production, the supply of primary material, the observance of the delivery deadline or similar circumstances, which could hinder them from punctual delivery or delivery in the agreed quality. If agreed delivery deadlines and periods are not observed, HOBART is permitted to demand compensation for damage caused by the delay. The statutory provisions apply. Moreover, HOBART is permitted at its discretion, following unsuccessful expiry of a reasonable grace period, to withdraw from the contract and to demand further compensation for damages. Irrespective of this, we are permitted to demand from our supplier/contractor a contractual penalty of 0.5% per commenced week of the delay from the time of the delivery delay, yet no more than

5% of the total gross value of the delivery. The assertion of further damages remains expressly reserved. The unreserved acceptance of the delayed delivery or service shall not constitute a waiver of the compensation claims to which we are entitled due to the delayed delivery or service; this shall apply until complete payment of the remuneration we owe for the affected delivery or service. Insofar as we do not expressly reserve the right to assert such claims upon acceptance of the delayed service, the due contractual penalty may be asserted within a limitation period of ten working days following acceptance. The right of the supplier/contractor to furnish evidence that no damage or a significantly lesser damage was incurred remains unaffected.

In the event that our supplier/contractor is unable to observe agreed delivery deadlines and periods for reasons for which they are not responsible, the contracting parties undertake to adjust their obligations in good faith according to the altered circumstances, within the scope of what is considered reasonable. The supplier/contractor shall bear the burden of proof in this respect. However, HOBART is exempt from an acceptance obligation and permitted to withdraw from the contract in this respect, provided the delivery is no longer utilizable for HOBART in consideration of economic aspects due to the period of the delay caused.

Our supplier/contractor may only invoke the lack of any necessary acts of cooperation on the part of HOBART if they provided a written warning to this effect and did not receive such cooperation within a reasonable period.

3. Dispatch occurs at the risk of our supplier/contractor, who shall also bear the risk of any deterioration or accidental loss of the consignment until delivery to our stated place of receipt or use. The specifications of the HOBART packaging and delivery guidelines must be observed.
4. Delivery prior to the agreed delivery date requires our consent. This also applies to partial deliveries. Moreover, partial deliveries are generally impermissible unless we have expressly approved them or they are reasonable for us.
5. Force majeure, operational disruptions without fault, unrest, official measures, and other unavoidable events, such as pandemics or war, shall release us from our obligation to provide punctual acceptance of the order good or service for the duration of the event. Both parties undertake to provide each other the necessary and appropriate information without undue delay and to adjust their obligations temporarily in good faith according to the altered circumstances, in particular the possibly altered market requirements. During such events and within two weeks following their end, we are permitted to withdraw from the contract in part or whole – irrespective of our other rights – in the event that an adjustment is not suitable, insofar as these events are not of an insignificant duration. This provision shall also apply in the event of labor disputes.

IV. Provisions in the international trade of goods, origin of goods, and preferences

1. Upon the first serial delivery, our supplier/contractor undertakes without solicitation to submit a long-term supplier declaration according to Regulation (EC) No. 1207/2001 for all products they are to deliver in which they confirm the status of the products under preferential law. The country of origin must be clearly stated including in the event of manufacture within the European Community.
2. Furthermore, our supplier/contractor undertakes to submit the statistical customs tariff number (HS code) of the individual products together with the offer.
3. In addition, our supplier/contractor undertakes to inform HOBART in writing about any approval obligations in relation to their goods or limitations in the (re-)export of their goods according to applicable German, European (EU), US American export, customs and foreign trade law as well as export, customs and foreign trade law of the country of origin of its goods as early as possible prior to the delivery date and to provide all necessary information to us without being asked to do so.
4. The following information must be sent punctually prior to the first delivery in the case of goods subject to approvals or limitations:
 - a) material number;
 - b) goods description;
 - c) all applicable export list numbers including the Export Control Classification Number according to the US Commerce Control List (ECCN);
 - d) the commercial origin of the good;
 - e) the statistical goods number (HS code), and;
 - f) a contact partner in their company to clarify any follow-up questions.The supplier is obligated to provide us the ECCN (including EAR99) for all goods subject to the (re-)export control law. The supplier is obligated to inform us immediately about any changes with respect to the export list numbers applicable to their goods delivered to us (including ECCN) due to technical or statutory changes or official determinations.
5. The supplier is obligated to take appropriate measures according to their business model for safety in the supply chain within the meaning of the WCO SAFE Framework of Standards and to support us in particular with necessary measures for maintaining the approval of an Authorized Economic Operator (AEO). The supplier undertakes to provide suitable evidence, such as by way of approvals or declarations, safety statements, declarations within the framework of C-TPAT or similar programs. We or a third party commissioned by us are permitted to check the evidence of the supplier in accordance with this paragraph, including in the premises of the supplier.

6. The supplier is obligated to inform us of the commercial origin of their good. This must be stated on the respective commercial invoice and a certificate of origin issued if necessary. The supplier commits to providing information about the respectively prescribed preferential origin and enclosing the respectively prescribed certificate of origin for goods deliveries from a country with a free trade agreement/preferential agreement. For goods deliveries within the European Union (EU), the supplier shall issue a long-term supplier declaration according to the respectively applicable EU implementing regulation within a period of 21 days after our request. In the case of first delivery, the information on the commercial and preferential origin must be disclosed in writing by the time of the first delivery at the latest. Later changes must be reported to us in writing without delay.
7. The supplier is obligated to enclose all necessary documents to the delivery in the case of goods deliveries across customs borders for complete and correct import customs registration, such as the commercial invoice, delivery note, and information. The following must be observed in connection with the invoice:
 - a) The invoice must also separately indicate the costs not included in the goods price (e.g. research and delivery costs, license fees, tool costs, and provisions of the buyer in relation to goods delivery).
 - b) In the case of free deliveries, the supplier is obligated to indicate a value in the pro forma invoice that reflects a typical market price and include the following notice "For Customs Purpose Only".
8. The supplier must support us with all available means as required to reduce or minimize our payment obligations with respect to customs duties or costs for customs processing.

V. Prices, invoicing, payment, and offset and retention rights

1. Invoices must be issued and submitted in one copy to the respectively printed address, stating the invoice number and other assignment values; it may not be enclosed to the consignments. In order to become due, the invoices must meet the statutory requirements, in particular containing the remuneration (net invoice amount and the tax amount incurred on the remuneration) separately, as well as supplier number, invoice number, numbers and dates of the orders, the purchase conclusion or delivery call-off, place of unloading, numbers and dates of delivery notes, and the quantity of the charged service and delivery.
 2. The prices are stated free to the place of receipt or use stipulated by us, including all incidental costs (e.g. packaging, loading and dispatch costs, all road charges, insurance, etc.), plus the statutory value added tax and any customs formalities and duties. These concern fixed prices which may not change for the duration and execution of the order. If our supplier/contractor has also assumed assembly, the assembly ready for operation and commissioning shall also be contained in the price list.
 3. Payment shall be made subject to invoice review within 14 days with a 3% early payment discount, unless otherwise agreed. For the acceptance of premature services, the maturity shall be determined by the agreed delivery date. In the event of erroneous delivery or service, we shall be permitted to retain the payment until proper fulfillment and for up to three times the amount of the value of the erroneous delivery or service.
 4. Where partial payments are agreed, our supplier/contractor must provide us a written payment request 14 days prior to the respectively agreed payment date. No maturity shall occur before such time.
 5. Where advance payments are agreed, our supplier/contractor shall provide security in advance by way of an indefinite fulfillment surety from a domestic credit institution in the amount of the respective advance payment, free from expenses, which shall cover the repayment of the agreed advance payment including all accessory claims. Following successful acceptance, the surety shall be returned to our supplier/contractor.
 6. We shall be entitled to offset and retention rights and the objection due to non-performance of the contract to the legal extent. In particular, we are permitted to retain due payments for as long as we are entitled to claims arising from incomplete or defective services against the supplier. Offset and retention rights are only permissible for the supplier with undisputed or legally determined claims. Insofar as legally permissible, the supplier shall require our advance written consent in order to assign claims against us. Section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) remains unaffected. In any case, we are permitted to provide consideration to the supplier with debt-discharging effect even after disclosure of an assignment or to offset with counterclaims.
5. Moreover, our supplier/contractor undertakes to produce and supply the offered and delivered products only in accordance with the respectively current European "REACH" Regulation (EC No.1907/2006) as well as EC Directive 2011/65EU-RoHS-RL (amended in 2017). Our supplier is obligated to provide us – punctually and without being asked to do so – the necessary information to fulfill the obligation of our company in relation to implementation of Article 33 of the REACH Regulation, Directive EC No. 1907/2006 according to Article 33 to the necessary extent.
 6. Our supplier/contractor undertakes to provide us the necessary information, without being asked to do so, about any conflict materials used in the products (see USA, Dodd Frank Act, Section 1502) and their origin no later than upon the delivery of products.
 7. Our supplier/contractor shall ensure the traceability of the goods they supply. In the event of an identified error, traceability of the delivery subject to the complaint must be possible in order to determine the status of the guarantee period and to identify the total quantity of the goods affected. If traceability should not be possible in a guarantee case and/or product liability case, the supplier/contractor must compensate us for any disadvantage that arises therefrom. If it is not possible to determine the guarantee period of a defective good due to a lack of traceability on the part of the supplier/contractor, the supplier/contractor shall be denied from invoking the objection of limitation. This does not apply if the supplier/contractor demonstrates that the guarantee period has expired with certainty notwithstanding the foregoing.
 8. Should our supplier/contractor have concerns about the performance desired by HOBART, they must promptly disclose such concerns in writing and obtain a statement from us.
 9. Our supplier/contractor undertakes to manufacture and supply the products with the least possible impact on the environment. The supplier/contractor shall ensure the provision of a suitable wage and equal pay for equal work without differences, as well as compliance with the applicable laws on the general minimum wage and shall commit the subcontractors they commission to the same extent. The supplier/contractor shall also conduct their business in accordance with all global provisions and in particular strictly observe human rights, national labor law, regulations on environmental protection, health and safety and all safety provisions concerning employees and the environment as well as human rights in connection with production and with respect to employees and not infringe on any applicable anti-corruption regulations or anti-trust rules. The supplier shall provide evidence of compliance with the aforementioned duties upon request. In the event of a violation against the above commitment and obligation to comply with the applicable laws, in particular the regulation on the general minimum wage, the supplier shall release us from third-party claims and is obligated to reimburse penalty fines that are imposed on us in this connection. The supplier must respond to inquiries on compliance, social responsibility, and sustainability in the supply chain within a reasonable period and in accordance with the prescribed formalities. Moreover, in the event of a suspicion of a violation against the obligations, the supplier must promptly investigate the possible violations and inform us about the investigative measures implemented and disclose the affected supply chain in justified cases. If the suspicion proves to be justified, the supplier must inform us within a reasonable period about which internal measures they have taken to prevent future violations. Should the supplier fail to comply with these obligations within a reasonable period, we reserve the right to withdraw from contracts with them or to terminate these contracts with immediate effect. The liability for defects on the part of our supplier/contractor amounts to 36 months, counted from the installation of the supplied product. This also applies to installation parts, i.e. parts that are installed in our products without transformation or modification. The provisions of Section 377 of the HGB and Section 442 of the BGB are otherwise waived such that HOBART retains all claims due to material defects

VI. Warranty and guarantee

1. The statutory provisions on material and legal defects shall apply (in particular the new provisions based on the purchase of goods directive), unless otherwise agreed in the following. Defects shall be promptly reported by us after discovery. The supplier waives the objection due to delayed notice of defects to this extent.
2. Our supplier/contractor guarantees that all rendered services of the order meet the latest state of the art. The supplier is also subject to a duty of disclosure in the event of a deviation of the good from objective requirements and such deviation must be promptly disclosed in writing. In the case of unit quantities, weights, and dimensions, the values we determine during incoming goods control shall be decisive, subject to the provision of other evidence. Our supplier/contractor must fulfill all legal, technical and environmental

even in the event of the acceptance of an evidently defective or incomplete performance.

10. Our supplier/contractor undertakes to rectify material defects to deliveries or services within the scope of subsequent fulfillment during the guarantee period. The choice of subsequent fulfillment, i.e. rectification of the defects by way of repair or delivery or a non-defective item, shall lie at the sole discretion of HOBART, whereby the existing statutory claims in addition to the statutory claim to subsequent fulfillment, in particular claims to compensation of damages and reimbursement of futile expenses, remain reserved.
11. Should our supplier/contractor fail to comply with the subsequent fulfillment obligation within the reasonable period set by HOBART, HOBART shall be permitted to carry out the necessary measures itself or via a third party at the cost and risk of our supplier/contractor. The liability for material defects on the part of the supplier/contractor shall remain unaffected.
12. Within the scope of subsequent fulfillment, the supplier must bear the costs of transport, dispatch, labor, installation, disassembly, and material. If, in the event of a defective delivery, costs and expenses are incurred to us in connection with the repair or replacement of the contractual object, which we were justifiably able to incur, in particular costs and expenses for sorting, incoming goods control beyond the normal extent, investigation and analysis of the defect, as well as costs for the consultation of external or internal personnel, the supplier shall assume these costs unless they are not responsible for the defect. A joint culpability on our part shall be taken into account when determining the costs eligible for compensation in accordance with Section 254 of the BGB.

VII. Liability

1. Notwithstanding other provisions in these conditions as well as in contractual agreements, our supplier/contractor shall be liable for all personal, material and financial damages that are culpably caused by them, their employees, and/or their vicarious agents and assistants. The obligation to pay compensation shall also encompass measures by HOBART to avert and mitigate damages (e.g. recall actions).
2. If legal action is taken against HOBART in accordance with the provisions of domestic or foreign product liability laws or product liability regulations due to the defective condition of a product caused by a good delivered by our supplier/contractor, our supplier/contractor shall be obligated to indemnify HOBART of these claims, insofar as and to the extent that the claim levied against HOBART is attributable to the parts supplied by the supplier/contractor or to the extent that the damage was caused by an error of the contractual object supplied by the supplier. In cases of strict liability, however, this shall only apply if the supplier is at fault. Insofar as the cause of the damage lies within the area of responsibility of the supplier, they must demonstrate that they are not at fault. The right to indemnity also covers the costs of a preventive recall action. Our supplier/contractor shall also be obligated to perform quality assurance on the products and services in accordance with the latest technical and statutory requirements and to provide HOBART evidence of such quality assurance upon request. Moreover, the supplier/contractor undertakes to obtain insurance against all risks from product liability, including the recall risk, in an appropriate amount (*coverage of at least EUR 5 million for the individual case*) and to provide us evidence thereof upon request.
3. Prior to a recall action that is entirely or partially a consequence of a defect of the contractual object supplied by the supplier, we shall inform the supplier, provide them with the opportunity to cooperate, and discuss efficient implementation with them, unless the information or involvement of the supplier is not possible due to the special urgency. Insofar as a recall action is the consequence of a defect of the contractual object supplied by the supplier, the supplier shall bear the costs of the recall event, unless they are not responsible for the defect. A joint culpability on our part shall be taken into account in the amount of the costs to be borne by the supplier in accordance with Section 254 of the BGB.

VIII. Protective rights and indemnity

1. Our supplier/contractor guarantees that their delivery object is free from third-party protective rights and that no other rights exist that exclude contractual use in whole or in part.
2. Our supplier/contractor assumes sole liability, unlimited in amount, with respect to the party, who asserts an infringement of protective rights or other rights to the delivery objects, and is also obligated to indemnify HOBART and its buyers from the claims asserted by the affected holder of protective rights or copyrights, unless the supplier is able to demonstrate that they are not responsible for the infringement. Our supplier/contractor is permitted and obligated with respect to HOBART to conduct all legal disputes – including legal disputes of our customers arising from such claims – at their own costs and to indemnify HOBART of any costs.
In addition, the supplier shall promptly provide us the information and documents about their services, which are required for the defense against such third-party claims, upon request. The supplier shall take suitable measures, such as investigations on third-party intellectual property, to support the freedom from third-party intellectual property in relation to the contractual object, and provide us the corresponding documents and analysis material upon request.
3. The limitation period for indemnity claims is three years. The limitation period for indemnity claims begins with the expiry of the year in which

the claim arose and we obtained knowledge of the circumstances justifying the claim and the identity of the creditor or should have obtained such knowledge without gross negligence. Any longer statutory limitation periods apply overridingly. This also applies to the aforementioned additional claim to information and documents.

Claims for material defects expire in three years – except in cases of bad faith – unless the object has been used for a construction in accordance with its normal use and has caused the defectiveness thereof. The limitation period begins with delivery of the contractual object (transfer of risk). Any longer statutory limitation periods apply overridingly.

IX. Supply of replacement parts

The supplier/contractor is obligated to guarantee replacement parts for the goods supplied to us for a period of at least 12 years following discontinuation of HOBART series production.

X. Provision

Materials, parts, containers, and special packaging supplied by us against payment or provided free of charge ("provisions") remain our property, insofar as payment is owed, until payment in full. These provisions may only be used for their intended purpose. The processing and assembly of provisions take place on our behalf. The parties agree that we are co-owners of the products created with the use of our materials and parts in the ratio of the value of the provisions to the value of the total product; such products are kept by the supplier for us in this respect. We reserve co-ownership in the products manufactured with the use of our provisions until complete fulfillment of our claims arising through such provision. The supplier is permitted to resell the products manufactured with the use of our provisions in the ordinary course of business subject to a reservation of title.

The supplier hereby assigns to us all the receivables to which they are entitled from the resale of these products, including accessory rights, in the full amount. The assigned receivables shall serve as security for our claims arising through our provisions. The supplier is permitted to collect the assigned receivables. We may revoke the rights of the supplier according to this section if the supplier fails to duly comply with their obligations towards us, enters into default on payment, suspends their payment or if the supplier requests the opening of insolvency proceedings or a similar process for debt settlement with their assets. We may also revoke the rights of the supplier according to this section if a significant deterioration of the financial circumstances of the supplier occurs or threatens to occur or if insolvency or over-indebtedness is determined to exist with the supplier. Should the value of the securities set aside for us exceed the value of our receivables by more than 10% in total, we shall release securities at our discretion upon the request of the supplier.

XI. Data protection and secrecy

1. We hereby inform our business partners that our data processing system stores and processes all necessary data.
2. Our supplier/contractor is obligated to treat strictly confidentially all information (including characteristics that may be derived from any provided objects, documents or software, and other knowledge or experience), which they receive in connection with an order or contract initiation, for as long as and to the extent that such information is not demonstrably publicly known, i.e. to maintain secrecy with respect to third parties, to use same exclusively for order purposes and only to provide same within the company of the supplier to those persons who must necessarily be involved for its use for the purpose of delivery to us and who are likewise committed to secrecy; such information remains our exclusive property. Confidentiality also applies to all contractual conditions. This also applies beyond the end of the contract.
3. Without our advance written consent, such information may not be duplicated or commercially used except for deliveries to us. Upon our request, all information that comes from us (possibly including any copies or records produced) and temporarily provided objects must be returned to us in full without undue delay or destroyed. We reserve all rights to such information (including copyrights and the right to register commercial protective rights such as patents, trademarks, semi-conductor protection, etc.). Insofar as these have been made accessible to us by third parties, this reservation also applies in favor of these third parties.
4. Products, which have been produced according to documents designed by us, such as records, models, and the like, or according to our confidential specifications or with our tools or recreated tools, may neither be used by the supplier themselves nor offered or supplied to third parties. This also applies analogously to our print orders.

XII. Right of withdrawal and right of termination

1. We are permitted to withdraw from or terminate the contract beyond the statutory rights of withdrawal if a significant deterioration of the financial circumstances of the supplier occurs or threatens to occur and this thereby endangers the fulfillment of a delivery obligation to us.
2. Moreover, we are permitted to withdraw from or terminate the contract if:
 - a) insolvency is determined to exist with the supplier;

- b) the supplier suspends their payments;
 - c) impending insolvency is determined to exist with the supplier in accordance with Section 18 of the German Insolvency Code (Insolvenzordnung, InsO) or the supplier appears to be over-indebted;
 - d) the supplier files to open insolvency proceedings on the assets or operation of the supplier or a similar procedure is requested, or;
 - e) if the opening of insolvency proceedings on the assets of the supplier is denied due to lack of assets.
3. In the event that the supplier has performed a partial performance, we shall only be permitted to withdraw from the entire contract if we have no interest in the partial performance.
 4. Should we withdraw from or terminate the contract on the basis of the abovementioned contractual rights of withdrawal or termination, the supplier must compensate us for the damages thereby incurred, unless the supplier is not responsible for the occurrence of the rights of withdrawal or termination.
 5. Statutory rights and claims are not restricted by the provisions contained in this section.

XIII. Partial invalidity

Should one or more of the above provisions be or become invalid in whole or in part, this shall not thereby affect the validity of the contract and the remaining provisions. Our supplier/contractor and HOBART undertake to replace the invalid provision with a valid provision that comes as close as possible to the original economic intention, insofar as this does not result in a significant change to the contractual content.

XIII. Choice of law, place of fulfillment, and jurisdiction

The contract is subject to the law of the Federal Republic of Germany, with the exclusion of the conflict of laws and the UN Convention on the International Sale of Goods (CISG), including for our foreign suppliers/contractors.

The placement of fulfillment for all mutual claims is Offenburg.
The place of jurisdiction is Offenburg. HOBART is also free to take legal action against our supplier/contractor at their general place of jurisdiction.