General Terms and Conditions of Delivery (Terms of Sale)

§ 1 – General, scope of validity

1. Our General Terms and Conditions of Sale (GTCs) shall apply to all of our business relationships with our customers (hereinafter also referred to as contractual partners). Our GTCs shall only apply if the customer is an entrepreneur (§ 14 of the German Civil Code [BGB]), a legal entity under public law or a public separate estate.
2. Our GTCs shall apply to all deliveries, services and offers, in particular to all contracts concerning the sale of movable items (hereinafter also referred to as goods) irrespective of whether the goods are manufactured by ourselves or purchased from suppliers (§§ 433, 651 of the German Civil Code [BGB]).
3. Our GTCs shall also apply to all future deliveries, services, or offers, even if they are not the subject of a further separate agreement.
4. Our GTCs shall apply exclusively. Any deviating, opposing, or supplementary general terms and conditions of business of our contractual partner shall only form a component of the contract if and to the extent that we have given our express approval thereof. This approval requirement shall apply in any case, for example also if, with the knowledge of the terms of business of the contractual partner, we render delivery or services to the partner without reservation.
5. References to the validity on statutory regulations shall only have clarifying significance; therefore the statutory regulations shall also apply without such a clarification insofar as they are not directly changed or expressly excluded in these GTCs.
6. Legally relevant declarations and notifications that have to be made to us by the contractual partner after conclusion of the contract (e.g. deadlines, notification of defects, declaration of withdrawal or abatement) shall only be effective in writing.

§ 2 – Offer, conclusion of contract

1. Our offers are subject to change without notice and are non-binding unless expressly defined as binding or unless they contain a specific term of acceptance. This shall also apply if technical documentations (drawings, plans, evaluations, calculations, references to DIN standards), other product descriptions, or documents – also in electronic form – have been submitted to our contractual partner.
2. The nature and quality of the goods shall in principle exclusively be as specified in the product description. In contrast thereto, public statements, promotions, or advertising comments from us or from the manufacturer shall not constitute a quality agreement on the goods.
3. We shall be able to accept orders or contracts sent by our contractual partner within a period of 14 days from receipt.
4. Acceptance may either be declared in writing (e.g. via order confirmation) or by supplying the goods to the contractual partner.
5. The conclusion of each contract shall be subject to the reservation of punctual and flawless self-delivery by our suppliers. This, however, shall only be valid provided that we have concluded congruent covering transactions with our suppliers and we are not accountable for the failure of punctual supply or flawless self-delivery. We will promptly inform our contractual partner of the non-availability of services from our suppliers.
6. The contract concluded in writing including these GTCs alone shall be applicable for the legal relationship between us and our contractual partner. These shall represent all agreements made between us and our contractual partner in full detail. Oral promises made by us prior to the conclusion of the contract shall not be legally binding.

Oral agreements by the contracting parties shall be replaced by the written contract unless they do not expressly show that they are to continue to apply on a binding basis.
7. Any modifications and amendments made to the agreement including these GTCs need to be made in writing to be legally effective. With the exception of managing directors and authorised signatories, our employees shall not be entitled to make oral agreements deviating from said agreements. Messages sent by fax shall satisfy the requirements for written form; apart from that, the transmission by telecommunication, in particular by e-mail, shall not be considered as sufficient.
8. Information from us on the subject of delivery or service, e.g. weights, dimensions, practical values, ratings, tolerances and other technical data as well as presentations, e.g. in the form of drawings or other illustrations shall only count as approximations unless their use for the contractually assumed purpose requires precise conformity. The aforementioned data shall not constitute guaranteed quality characteristics unless these are guaranteed expressly and in writing, but they shall constitute descriptions or designations of our delivery or service.
Customary deviations and deviations arising as a result of statutory regulations or constituting technical improvements shall be allowed provided that they do not impair the usability for the contractually intended purpose. We shall also reserve the right of modifications in colour, shape and/or weight provided that this is acceptable for the customer.
9. We shall retain ownership or copyright in all offers and cost estimates submitted by us as well as in the drawings, illustrations, calculations, catalogues, tools and any other documents or resources made available to our contractual partner. Without our express permission, our contractual partner may not make any of these items, or the content of them, accessible to third parties, disclose them, use them directly or through third parties, or reproduce them. Our contractual partner shall return such items in full to us at our request, destroy any copies of them there may be as well as delete all data on the aforementioned items stored electronically.
10. The provision of **samples** shall be charged on principle. Sampling shall only serve the purpose of ascertaining procurement and shall not constitute any guarantee.
11. The customer shall not be entitled to an unrestricted right of termination, in particular in accordance with §§ 651, 649 of the German Civil Code [BGB].

§ 3 – Prices, terms of payment, offsetting, etc.
1. Prices shall apply for the scope and service stated in the order confirmations. Additional or special services shall be charged separately. Prices shall be quoted in Euros ex works plus packaging, statutory value-added tax; in the event of export deliveries plus customs duty as well as plus charges and other public fees.
2. In the event of sale by dispatch, the customer shall bear the transport costs ex works and, if requested by the customer, the costs of a transport insurance.
3. The purchase price shall be due and payable within a period of 14 days from invoicing and delivery or acceptance of the goods with a discount of 2 percent, or 30 days net. In case the delivery value exceeds €30,000.00, we shall be entitled to demand an advance payment in the amount of 30 %. The advance payment shall be due and payable within a period of 14 days from invoicing.
4. The customer shall be entitled to claim the rights of set-off and retention only in as far as their title has been recognized by declaratory judgment or is undisputed.
5. We shall reserve the right to adjust our prices appropriately in the event of cost reductions or increases in particular due to material price changes after conclusion of the contract, proof of which shall be given if requested by the contractual partner.
6. If, after the contract has been concluded, it becomes apparent that our claim to the purchase price is jeopardized as a result of the contractual partner being unable to

render their performance (e.g. as a result of an application being made to open insolvency proceedings), we shall consequently be entitled under the statutory regulations to refuse performance and – if necessary after setting a deadline – to withdraw from the contract (§ 321 of the German Civil Code [BGB]).
With regard to contracts for the manufacture of non-fungible goods (custom-made products), we shall be entitled to withdraw from the contract with immediate effect. The statutory regulations governing the dispensability of setting a deadline shall not be affected by the above.

§ 4 – Delivery period, delay in delivery, partial deliveries, call-off deliveries, etc.
1. Periods of time and deadlines tentatively offered for supplying goods and services shall always only apply as approximations unless a fixed period or a fixed date has been expressly agreed. If dispatching has been agreed, delivery dates and deadlines shall refer to the time of transfer to the forwarding agent, freight carrier or any other third parties assigned to transport the goods.
2. The time of delivery determined by us shall only commence after all technical questions have been clarified. In addition, the punctual and proper fulfilment of the contractual obligations and commitments by our contractual partner shall be mandatory. If it is agreed that sample approval shall take place, our contractual partner shall be expected to promptly grant this sample approval after presentation of the samples, or, if necessary, promptly inform us for what reasons such approval is withheld.
3. Irrespective of our rights concerning default on the part of our contractual partner, we shall be entitled to demand an extension of periods set for delivering goods and rendering services or the postponement of dates for delivering goods and rendering services by the duration of the delay by which our contractual partner fails to fulfil their contractual obligations and/or commitments towards us.
4. We shall not be held liable for the impossibility of delivery or for delays in delivery insofar as these have been caused by force majeure or other events which could not have been foreseen at the time the contract was signed. This shall apply, for example, for operational disruptions of all types, difficulties in the procurement of materials or power, transportation delays, strikes, lawful lock-outs, shortages in labour, power or in raw materials, difficulties in obtaining necessary official consents, official measures, or the non-delivery, incorrect or non-punctual delivery by suppliers, for which we are not to blame. Provided that such events make it much more difficult for us to provide goods or to render services and the hindrance is not only of a temporary nature, our contractual partner shall be entitled to withdraw from the contract. If hindrances are of a temporary nature, the periods of time allowed for delivery or performance shall be extended by the duration of the hindrance plus a reasonable preparatory period. If it is unreasonable to expect our customer to accept the deliveries or services as a result of the delay, the customer shall be entitled to withdraw from the contract by immediately making a written statement to us to that effect.
5. The occurrence of our delay in delivery shall be determined in accordance with the statutory regulations. In each case, however, a reminder from our contractual partner shall be required.
6. We shall be entitled to perform partial deliveries and partial services if
 the partial delivery can be used by our contractual partner as part of achieving the purpose intended by the contract
and
 the delivery of the remaining goods ordered is ensured
and
 our contractual partner does not incur any considerable additional expenditure or additional costs as a result of this unless we declare that we are prepared to take over such costs.

7. If **call-off** delivery has been agreed, all call-off demands shall be made within 12 months from the order being confirmed at the latest unless an agreement has been made to the contrary in writing. We shall reserve the right to render delivery and assert our claims even without any call-off demand from our contractual partner after expiry of the aforementioned call-off deadline that may deviate by agreement where applicable. In this case, the contractual partner shall be obliged to accept and compensate for the delivery.
8. If we find ourselves in delay with supplying our goods or services or if, for whatever reasons, it becomes impossible for us to supply goods and services, the liability on our side shall consequently be limited to paying compensation for damages in accordance with § 8 (Other liability) of the present GTCs.

§ 5 – Delivery, passing of risk, delay in acceptance and receipt
1. The terms of delivery are ex works, which shall also be the place of fulfilment for the delivery. At the customer's request and expense, the goods shall be dispatched to another destination (sale by dispatch). Unless an agreement has been made otherwise, we shall be entitled to specify the method of dispatch independently (in particular transportation company, dispatch route, and packaging). The consignment shall be insured against theft, breakage, transportation, fire or water damage, or any other insurable risks only at the customer's express request and at the customer's expense.
2. We shall not take back transportation packaging or any other packaging in accordance with the packaging regulations. With the exception of pallets and Euro lattice boxes, they shall become the customer’s property.
3. This risk of accidental destruction and accidental deterioration of the goods shall pass over to the customer with handover at the latest. In the event of sale by dispatch, however, the risk of accidental destruction and accidental deterioration of the goods shall pass over as soon as the goods are delivered to the forwarding agent, the freight carrier or any other person or organization appointed to dispatch the goods. Insofar as acceptance has been agreed, this shall count for the passing of risk. Furthermore, the statutory regulations in contracts for work and services shall apply analogously to an agreed acceptance. On delivery, the risk passes on to the customer irrespective of whether he falls into delay with acceptance.
4. Insofar as acceptance has to take place, the goods shall be deemed as having been accepted if
 delivery has been completed,
 we have requested our customer to perform acceptance of the delivery and our contractual partner does not perform the acceptance within 12 workdays provided that we have previously drawn our contractual partner's attention to the fact that on expiry of this deadline fictitious acceptance shall be effective,
 after delivery, 12 workdays have passed or our contractual partner has begun to use the goods and in this case 10 workdays have elapsed as from delivery or performance.

5. If the customer is in delay with taking delivery, is failing to cooperate or if our delivery is delayed for other reasons to be attributable to the customer, we shall consequently be entitled to demand compensation for the loss incurred as a result of this, including additional expenditure (e.g. storage costs). The customer shall reserve the right to prove that we have not suffered any loss or damage at all.

§ 6 – Rights of ownership, retentions of title
1. We shall retain ownership and title to the goods until full payment of all claims from the current business relationship has been made. We shall also retain ownership and title to

the goods until receipt of all payments from a current account relationship with our customer where applicable. The corresponding retention shall also refer to the acknowledged balance.
2. Prior to complete payment of all secured claims, the goods under retention of title may neither be pledged nor assigned to third parties by way of security.
3. Our customer shall store the goods under retention of title at no cost to us.
4. Processing or reshaping of the delivery item by the customer shall always be carried out for us by. If the delivery item is processed together with other items not belonging to us, we shall acquire co-ownership in the new product in proportion of the value of the delivery item (invoice final amount including value-added tax) to the other items processed at the time of treatment. Apart from that, for the item resulting from such processing the same shall apply as for the goods delivered under retention.
5. If the delivery item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership in the new product in proportion of the value of the delivery item (invoice final amount including value-added tax) to the other items compounded at the time of mixing. If mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be agreed that the customer assigns partial ownership to us. Our customer shall store and keep safe the sole ownership or co-ownership arising for us.
6. The customer shall be entitled to resell and/or process the goods in the proper course of business. The customer shall, however, assign all claims arising against third parties as a result of the resale to us already now. We herewith accept such assignment. After assignment, the customer shall be entitled to collect claims for our account until further notice or until cessation of the customer's payments or discontinuation of business operations or until filing an application to open insolvency proceedings.
Any claims assigned to us by the customer in the aforementioned context may not be assigned to third parties. The same shall apply to pledging. Security transfers shall not be permitted.
7. In the event of default of payment by the customer as well as in the event of cessation of payment and/or business and in cases of filing an application to open insolvency proceedings, we shall be entitled to demand that our contractual partner inform us about the claims assigned to us and their corresponding debtors by providing all data required for collection, handing over the related documents and notifying the debtors (third parties) of the assignment in turn. Our right to disclose the assignment in such circumstances and to collect the claims ourselves shall remain unaffected.
8. The customer shall be obliged to handle the goods in our sole or co-ownership with care. Provided that maintenance and inspection work is necessary, the customer shall have to perform such work at their own expense at regular intervals.
9. The customer shall be obliged to promptly notify us of any seizure of goods in our sole ownership or co-ownership by third parties, for example in the event of garnishment. The same shall apply to any damage or destruction to the goods. The customer shall also have to promptly announce any change of possession of the goods as well as a change of customer's domicile.
10. In the event of the customer' breach of duties as mentioned under § 6 Section 8 and § 6 Section 9 as well as any other behaviour of the customer contrary to the contractual obligations, particularly non-payment of the purchase price when due, we shall be entitled to claim return of the goods; this shall also apply if we do not withdraw from the contract at the same time. If the customer does not pay the purchase price due, we shall be able to claim return of the goods only if we have previously set a reasonable deadline for payment by the customer to no avail or if the setting of such deadline is dispensable in accordance with the statutory regulations.
Unless expressly stated by us in writing, our taking back of the delivery shall not represent a withdrawal from the contract towards the customer. In the event of cessation

of business or payment as well as – subject to the rights of an insolvency administrator – in insolvency proceedings, the aforementioned clauses shall apply correspondingly. After taking back the goods we shall be entitled to utilize them. The utilization proceeds shall have to be credited against the contractual partner's liability – less reasonable utilization costs.
11. We shall undertake to release securities to which we are entitled at the contractual partner's request insofar as the realizable value of our securities exceeds the claims to be secured by more than 10 %; we shall be entitled to choose which securities to release.

§ 7 – Claims for defects
1. Provided that nothing else has been agreed in the following, the statutory regulations shall apply to the customer's rights in the event of a defect of material and title (including wrong delivery and short delivery as well as improper installation or inadequate assembly instructions). In all cases, the statutory regulations governing the final delivery of goods to a consumer shall remain unaffected (Supplier Regress according to §§ 478, 479 of the German Civil Code [BGB]).
2. Insofar as no agreements on nature and quality have been made, assessments shall be carried out on the basis of the statutory regulations as to whether a defect is existent or not (§ 434, Section 1, Cl. 2 and Cl. 3, § 633 of the German Civil Code [BGB]).
3. The customer's right to claim for defects shall assume the customer's fulfilment of existing obligations of inspection and notification of defects whenever relevant (§§ 377 of the German Civil Code [BGB]). If during inspection or subsequently a defect is revealed, we shall have to be notified in writing without delay. Notification shall be deemed as having been made without delay if it is made within 8 calendar days, with the punctual sending of notification being sufficient for observing the deadline. Irrespective of these obligations of inspection and notification of defects, the customer shall have to indicate obvious defects (including wrong or short delivery) without delay, by the 8th day from delivery at the latest, with the punctual sending of notification also being sufficient for setting the deadline. If the customer fails to perform proper inspection and/or notification of defects, our liability for any defect not being notified shall be excluded.
4. If the item delivered or the service rendered is deficient, we shall first be entitled to choose within a reasonable time whether we remedy the defect as supplementary performance (rectification of a defect) or by supplying a defect-free item (replacement delivery). Our right to refuse the selected manner of supplementary performance under the statutory requirements shall remain unaffected.
5. We shall be entitled to make the supplementary performance owed dependent on the customer paying the return service due. The customer, however, shall be entitled to retain a portion appropriate in relation to the defect.
6. For statutory supplementary performance, we shall be granted the required time and opportunity by the customer in order to hand over the goods complained about in particular for the purpose of testing. In the event of replacement delivery, the customer shall have to return the defective item to us in accordance with the statutory requirements.
7. The expenses required for the purpose of testing and supplementary performance, particularly transportation, road, labour and material costs, shall be borne by us if there is actually a defect provided that the aforementioned costs are not increased by the fact that the delivery item has been transported to a location other than the place of fulfilment. If the customer's claim for remedy of defects proves to be unjustified, we shall be able to demand that the costs incurred be reimbursed by the customer.
8. If supplementary performance has failed or a reasonable deadline to be set by the customer for supplementary performance has expired without result or if the setting of such deadline is dispensable in accordance with the statutory regulations, the customer

shall be able to withdraw from the contract, reduce the purchase price, demand compensation or reimbursement of expenses and claim rights of retention (§ 320, § 321 of the German Civil Code [BGB]). The customer's claims for compensation or for reimbursement of wasted expenses shall, however, only exist in accordance with the regulation set forth in § 8 (Other liability) of the present GTCs; otherwise such claims shall be excluded. The right of withdrawal shall, however, not exist in the event of a minor defect.
9. The warranty shall cease to apply if the customer modifies the delivery item or has it modified by third parties without our consent and thus it becomes impossible or unreasonably difficult to remedy the defect. In any case, additional costs for the rectification of a defect arising from the modification shall be borne by the customer.
10. With regard to the selling of used goods, selling shall take place while excluding any liability for material defects unless damage to life, body, or health as well as on grounds of gross negligence or wilful intent provides a basis for claiming on our part.
11. Where a defect is due to our fault, our customer shall be able to claim compensation in accordance with the provisions set forth in § 8 (Other liability) of the present GTCs.
12. With regard to a breach of duty that is attributable to a defect, the customer shall only be able to cancel or withdraw from the contract if we are responsible for the breach of duty. Otherwise the statutory requirements and legal consequences shall apply.

§ 8 – Other liability
1. Our liability for compensation on any legal grounds whatsoever but in particular for the impossibility to deliver, delay, deficient or wrong delivery/service, breach of contract, breach of duties in the contract negotiations and tort shall be limited in accordance with the following regulations insofar as it is a question of fault in each case.
2. The following limitations of liability shall not come into effect in the event of wilful intent, fraudulent intent or damage to life, body or health or the taking on of a guarantee of quality or a procurement risk, or in cases of any other legally compulsory, deviating liability amounts as well as in the event of breach of fundamental contractual obligations. Fundamental contractual obligations shall be such obligations safeguarding essential contractual legal positions of our contractual partner, which the contract is meant to grant according to its content and purpose. Furthermore, fundamental contractual obligations shall be such obligations whose fulfilment facilitates the proper performance of the contract in the first place and on whose observance our contractual partner regularly relies and may rely. The following limitations of liability shall not come into effect either in the event of default or delay relating to an agreed firm deal. § 478 of the German Civil Code [BGB] (Recourse of the entrepreneur) and the provisions of the product liability act [ProdHaftG] shall remain unaffected.
3. We shall not be liable in the event of ordinary negligence on the part of our governing bodies, legal representatives, employees or other vicarious agents unless one of the eventualities provided for in § 8, Section 2 arises.
4. Insofar as we are liable on the merits of the case, this liability shall be limited to damage that we have foreseen as a possible consequence of a contractual infringement when concluding the contract or that we should have foreseen with due diligence. Moreover, indirect loss and consequential damage resulting from defects in the delivery item shall only be eligible for compensation insofar as such damage can be typically expected when the delivery item is used in conformity with its intended purpose.
5. If we are liable for simple negligence in accordance with the aforementioned regulations, the duty of replacement for material defects on our side and additional financial losses resulting from that shall in total be limited to the scope of coverage of our business liability insurance. The sum insured currently amounts to €3,000,000.00 for personal injury, €3,000,000.00 for material damage and €1,000,000.00 for financial losses. If requested by our customers, we will send them a copy of our insurance policy

free of charge. In the event of the insurer's release from obligation to perform (e.g. due to breaches of obligations on our part, annual maximization, etc.), we shall undertake to be answerable to the contractual partner with our own performance, however, except for the case of wilful acts, fraudulent intent, damage to life, body or health or the takeover of a guarantee of quality or a procurement risk and legally compulsory, deviating liability amounts only up to a maximum sum of €1,000,000.00. Any further liability shall be excluded.
6. The aforementioned exclusions and limitations of liability shall apply to the same extent in favour of our governing bodies, legal representatives, employees and other vicarious agents.
7. If we give technical information or are active in an advisory role and this information or advice does not belong to the scope of performance that we owe and which is contractually agreed, then this shall be made at no expense and under exclusion of any liability.

§ 9 – Limitation period
1. Notwithstanding the statutory regulations, the general limitation period for material defects and defects of title is one year from delivery or performance; insofar as acceptance is agreed, the limitation period shall start with acceptance. The term of limitation shall remain unaffected with regard to buildings (§ 634a, Section 1, No. 2 of the German Civil Code [BGB] and with regard to supplier regress (§ 479 of the German Civil Code [BGB]) as well as with regard to fraudulent intent (§ 438, Section 3 of the German Civil Code [BGB]).
2. The aforementioned limitation periods shall also apply to contractual and non-contractual claims for damages by the customer that are attributable to a defect of goods/services unless the application of the regular statutory limitation period (§§ 195, 199 of the German Civil Code [BGB]) would result in a shorter limitation period in the individual case. The limitation periods for the product liability act shall in any case remain unaffected. Otherwise the claims for damages by the customer in accordance with § 8 (Other liability) of the present GTCs shall be governed exclusively by the legal statutes of limitations.

§ 10 – Property right, intellectual property, etc.
1. Each contractual partner shall promptly inform the other contractual partner in writing, at least in textual form, if claims are made against the partner due to the infringement of intellectual property rights.
2. If we produce in accordance with instructions by the customer or supply goods or render services in accordance with instructions by the customer, the latter shall be obliged to indemnify us from third-party claims.
3. In the event that the delivery item infringes the intellectual property right of a third party, we shall, at our discretion and at our expense, modify or replace the item in such a way that it no longer infringes third-party rights but that the delivery item continues to fulfil its contractually agreed function, or procure the right of use for the customer by concluding a licence contract. If we fail do to so within a reasonable time, our customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages shall be governed by the regulations set forth in § 8 (Other liability) of the present GTCs. The aforementioned regulations shall not be applicable in such cases as described in § 10, Section 2 of the present GTCs.
4. In the event of infringements caused by goods supplied by us and produced by other manufacturers, we shall, at our discretion, assert our claims against the manufacturers or sub-suppliers for the account of the contractual partner or assign them to the contractual partner. In these cases, claims raised against us shall only be admitted in accordance with § 10 (Property rights) if the judicial enforcement of the aforementioned claims

against the manufacturers and the sub-suppliers proved to be unsuccessful or is futile due to insolvency, for example.

§ 11 – Export control

The supplier draws the ordering party's attention to the fact that the European and German foreign trade and payments law applies to the import/export of goods (commodities, software and technology) as well as the rendering of services (e.g. assembly, maintenance, servicing, repairs and instructions/training etc.) entailing cross-border activities to honour the contractual obligation, and the individual deliveries and technical services may be subject to export control law restrictions and bans. The relevant legal requirements entail the Regulation (EC) No. 428/2009 (EC Dual-Use Regulation) and its Annexes, the German Foreign Trade and Payments Law (AWG), the German Foreign Trade and Payments Ordinance (AWV) and their Annexes (Part I Section A and B of the German export list) as stated in the respective, valid versions. Furthermore, European and national embargo requirements are in place against certain countries and persons, companies and organisations that may ban a delivery, provision, import or export and sale of goods as well as the rendering of services or render these subject to authorisation. The ordering party takes note of the fact that the above-mentioned legal requirements are subject to constant amendments and adjustments, and are to be applied to the contract as stated in their respective, valid versions.

The ordering party undertakes to acknowledge and comply with the European and German export control provisions and embargo requirements, in particular if the ordering party is affected by a re-export control condition of an authorisation granted to the supplier by the export control authority. The supplier shall inform the ordering party of a corresponding condition at the latest prior to the import/export.

The ordering party furthermore undertakes neither to directly nor indirectly sell, export, re-export, supply, forward or otherwise make available the supplied goods to persons, companies, institutions or organisations in countries insofar as this violates European or German export provisions or embargo requirements. The ordering party undertakes on request to forward to the supplier appropriate and complete information about the end use of goods to be supplied or the services, in particular issue so-called end use certificates and forward these as originals to the supplier, to review the end use and the purpose of use of goods to be supplied or services and furnish proof in that respect to the relevant export control authority.

If the relevant authorities fail to issue export or import licences or other foreign trade and payments law licences or releases that may be necessary, or not in good time, or if other hindrances apply as a result of the foreign trade and payments or embargo law requirements to be honoured by the supplier as exporter or importer or by our suppliers in respect of honouring the contract or the delivery, the supplier shall be entitled to withdraw from the contract or from the individual delivery or service obligation. This also applies if corresponding export control and embargo law hindrances occur initially between entering into the contract and the delivery or the rendering of the service and in the case of exercising warranty rights, e.g. by way of a change in the legal situation, and render performing the delivery or rendering the service temporarily or ultimately impossible because the necessary export or import licences or other foreign trade and payments law licences or releases are not issued by the relevant authorities or are withdrawn or other legal hindrances as a result of foreign trade and payments and embargo law requirements to be complied with conflict with executing the contract or performing the delivery/rendering the service. Claims for damages on the part of the ordering party are excluded by way of corresponding application of the provisions of the General Limitation on Liability set out in § 7 or § 8 of these Terms and Conditions of Business. Complying with delivery periods may be rendered conditional on the release or issue of export or import licences or other foreign trade and payments law licences by the relevant authorities. If the supplier is prevented from performing a timely delivery as a result of the duration of the proper institution of foreign trade and payments law

application or authorisation proceedings, the delivery time shall be extended appropriately by the period of the delay caused by such official proceedings.
The ordering party shall be liable in full to the supplier for damage that the supplier sustains and expenses it incurs as a result of the culpable failure on the part of the ordering party to honour European and/or German export provisions or embargo requirements.

§ 12 – Final provisions

1. The present GTCs and all legal relationships between us and the customer shall be governed by the laws of the Federal Republic of Germany with the exclusion of all international and supranational contracts and judicial systems, particularly the United Nations Convention on Contracts for the International Sale of Goods (CISG). Conditions and consequences of the retention of title in accordance with § 6 (Rights of ownership, retentions of title) shall, however, be subject to the law in force at the respective storage site of the goods insofar as accordingly the choice of law made in favour of German law is not permitted and not effective.
2. The contract language shall be German.
3. The place of jurisdiction for all disputes arising under and in relation to the contract shall, at our discretion, be our registered office or the registered office of our customer. For any claims raised against us, the place of jurisdiction shall be our registered office unless this is excluded by mandatory statutory provisions on exclusive places of jurisdiction.

§ 13 – Severability clause

If a current or a future provision of the present contract is or becomes invalid/void/non-performable in full or in part for reasons other than those set forth in §§ 305-310 of the German civil code [BGB], the validity of the remaining provisions of the present contract shall remain unaffected unless the performance of the contract would impose unreasonable hardness for one of the parties in consideration of the following regulations. The same shall also apply if, after conclusion of the present contract, there is a lacuna that needs to be filled. The parties shall replace the invalid/void/non-performable provision or the lacuna that needs to be filled with a valid provision that takes into account the invalid/void/non-performable provision and the overall purpose of the contract in terms of its legal and financial content.

In case of differences between the German and English versions, the German version shall prevail.