

General Terms and Conditions of KAUL Fördertechnik GmbH (as of July 2023)

These GTC can be retrieved and downloaded at: <https://www.kaul-foerdertechnik.de/gtc/>

1. Scope of application

- 1.1. These General Terms and Conditions ("**GTC**") apply in their present version to all business relations of KAUL Fördertechnik GmbH ("**Seller**") with its contractual partners ("**Buyer**"). The GTC apply exclusively in national and international business transactions with Businesses (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. These GTC apply in particular to contracts for the sale and/or delivery of movable goods ("**Goods**"), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers.
- 1.2. These GTC apply to all contracts between the Seller and the Buyer, even if they are not expressly mentioned in subsequent contracts.
- 1.3. Any conflicting, additional or deviating general terms and conditions of the Buyer shall not become an integral part of the contract unless the Seller has expressly agreed to their validity in writing. These GTC shall also apply if the Seller carries out a delivery to the Buyer without reservation in the knowledge of conflicting or deviating general terms and conditions.
- 1.4. Notwithstanding this, individual agreements made in individual cases that deviate from these GTC shall take precedence over these GTC. The content of such agreements shall be governed by a written agreement, subject to proof to the contrary.
- 1.5. Any rights to which the Seller is entitled under the statutory provisions over and above these GTC shall remain unaffected.

2. Conclusion of contract

- 2.1. Offers and cost estimates by Seller are always subject to change and non-binding, unless such are expressly designated as binding offer. For offers with detailed technical specifications the Buyer shall reimburse the costs to Seller. Such an offer is regularly present if the preparation of the offer requires more than eight (8) working hours. The Seller shall notify the Buyer prior to the preparation of the offer that it is an offer with detailed technical specifications, which shall only be made against reimbursement of costs by the Buyer.
- 2.2. The Seller may accept orders from the Buyer within fourteen (14) days. Within this period, the order is a binding offer for the Buyer within the meaning of section 145 BGB.

- 2.3. Regardless of the form or means of communication in which the Buyer's order is received by the Seller, the contract between the Seller and the Buyer shall not be constituted until the Buyer's order is expressly confirmed by the Seller by written order confirmation, or the goods are dispatched. An order confirmation prepared by means of automatic equipment which is not provided with a signature or an individual name shall be deemed to be in writing. Insofar as the order confirmation contains obvious errors, spelling mistakes or miscalculations, it shall not be binding for the Seller. If the order is placed by means of distance communication, in particular the Seller's website, the Seller shall be free to send the Buyer confirmation of receipt; such confirmation of receipt shall not be binding for the Seller and shall not constitute acceptance of the Buyer's order.
- 2.4. Silence on the part of the Seller in response to offers, orders, requests or other declarations by the Buyer shall in no case constitute acceptance of the Buyer's offer by Seller.
- 2.5. The quality of the Goods shall be conclusively agreed in the order and order confirmation. Section 9 of these GTC shall apply.
- 2.6. Changes in performance shall only be made by express agreement of the parties. The Buyer is not entitled to claim adjustment of the contractual performance.

3. Delivery and delivery periods

- 3.1. Unless expressly agreed otherwise, delivery shall be made in accordance with FCA pursuant to Incoterms® 2020 of the International Chamber of Commerce (ICC) to the place of delivery specified in the order confirmation. The Seller shall insure the Goods at the Buyer's request and expense by means of transport insurance against the risks to be specified by the Buyer.
- 3.2. The packaging of the Goods shall be carried out by the Seller. Unless expressly agreed otherwise, the Seller shall choose the packaging as well as the dispatch and dispatch route to the place of delivery at its own discretion.
- 3.3. The agreement on delivery periods must be in writing. Delivery periods stated by the Seller are non-binding, unless they are expressly designated as binding. If the Buyer fails to comply with its obligations to cooperate in full or in due time, the Seller shall not be responsible for any delay, even if binding delivery deadlines have been agreed.
- 3.4. A delivery period shall commence upon receipt of the order confirmation by the Buyer, however not before the complete provision of any documents, permits and releases to be procured by the Buyer, the receipt of any agreed advance payment and the timely and proper fulfilment of any obligations of cooperation by the Buyer.
- 3.5. Agreed delivery periods shall be deemed to have been complied with if the Seller delivers the goods in accordance with clause 3.1 by the expiry thereof or if the Buyer has communicated its refusal to take delivery.

- 3.6. If non-compliance with the delivery deadlines is due to force majeure and other hindrance for which the Seller is not responsible in accordance with Clause 6, the agreed delivery deadlines shall be extended by the duration of the hindrance, including a reasonable start-up period. This shall also apply to industrial disputes affecting the Seller and its suppliers as well as to delays resulting from the non-availability of the performance due to late delivery by the Seller's suppliers, even though the Seller has concluded a congruent hedging transaction. The Seller shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery period.
- 3.7. The Buyer is only entitled to withdraw from the contract due to a delivery delay on the condition that the Seller is responsible for such delay.
- 3.8. Notwithstanding Buyer's claims for defects, the Buyer shall accept delivered Goods if they have defects which are insignificant. The Buyer is obliged to accept delivery even if the Goods provided have been delivered prior to the agreed shipment date, insofar as the time period in question is insignificant.
- 3.9. If the Buyer has concluded a framework agreement with the Seller for future deliveries with a fixed term and the Buyer does not retrieve the Goods in a timely fashion, after the expiry of a reasonable grace period the Seller is entitled to deliver and invoice the Goods, to withdraw from the contract or, if the Buyer has acted culpably, to claim damages instead of performance.
- 3.10. The Seller is entitled to make partial deliveries, to the extent reasonable for the Buyer.

4. Transfer of risk

- 4.1. The risk of accidental loss or accidental deterioration of the Goods shall pass to the Buyer as soon as the Seller has delivered the Goods in accordance with clause 3.1.
- 4.2. This also applies to partial deliveries.

5. Acceptance and default of acceptance

- 5.1. The Buyer may not refuse acceptance due to insignificant defects.
- 5.2. If acceptance of a work is required, the parties shall agree on the prerequisites for such in the respective contract, in particular any dates for commissioning as well as test runs.
- 5.3. If the Buyer does not accept the Goods offered to it in due time ("**Default of Acceptance**"), the Seller shall be entitled, after unsuccessful expiry of a reasonable grace period, to invoice the Goods, to withdraw from the contract and, if the Buyer has acted culpably, to claim damages instead of performance. Furthermore, the Seller is entitled to demand compensation from the Buyer for all additional costs incurred due to the Buyer's Default of Acceptance, e.g. for storage and receipt of the Goods.

- 5.4. If the Buyer is in Default of Acceptance, the Seller is entitled to the following compensation for the resulting damage: 0.5 percent of the net price of the delivery per day of delay, however not exceeding five percent (5%) of the net price of the delivery in total. The contractual parties reserve the right to claim further damages and to furnish evidence of a lesser loss.
- 5.5. Notwithstanding clause 4.1, the risk of accidental loss or accidental deterioration of the Goods shall also pass to the Buyer as soon as the Buyer is in Default of Acceptance.

6. Operational disruptions / Force majeure

- 6.1. If the Seller is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the Goods on time, the Seller shall be released from the respective performance obligation for the duration of the hindrance as well as a reasonable start-up period, without being liable for damages. The same shall apply if the Seller's performance of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which the Seller is not responsible, in particular such caused by measures by authorities (irrespective of their legality), official orders, measures or restrictions due to an epidemic (e.g. the Covid-19 pandemic), energy shortage, shortage of means of transport, power failure, failure of telecommunication links or significant operational disruptions.
- 6.2. Force majeure shall be all unusual, unforeseeable events independent of the will and influence of the parties, such as in particular natural disasters, terrorist attacks, political unrest, epidemics, official measures, blockades, sabotage, embargo, strike, lockout and other industrial action.
- 6.3. The Seller shall inform the Buyer in a timely manner of the occurrence of any operational disruption or force majeure event.
- 6.4. The parties shall be entitled to withdraw from the contract if a hindrance to performance within the meaning of this clause 6 lasts for more than six (6) months and the performance of the contract is no longer of interest to the respective party as a result of the hindrance or the performance of the obligations of the party affected by the hindrance to performance becomes impossible pursuant to section 275 of the German Civil Code. The withdrawing party shall immediately reimburse the other party for any consideration already paid.

7. Prices / Price adjustment

- 7.1. The agreed price in euros shall apply, which shall be derived from the order confirmation plus VAT and, unless otherwise agreed in writing, shall be understood as FCA in accordance with Incoterms® 2020 of the International Chamber of Commerce (ICC). The Seller shall bear the costs for common practice transport packaging. If the Buyer requests other packaging, the Buyer shall bear the costs for packaging which exceeds the common practice transport packaging. All other costs shall be borne by the Buyer.
- 7.2. The statutory value added tax is not included in the price and, insofar as it is incurred, shall be shown separately in the invoice at the statutory rate applicable on the date of invoicing.
- 7.3. If delivery takes place more than four (4) months after the conclusion of the respective contract, each of the parties shall be entitled to demand an adjustment of the prices if and to the extent that it proves to the other party that the material circumstances affecting the calculation of the prices have increased or decreased cumulatively by more than ten percent (10%) since the beginning of the contract. Significant factors for price calculations are in particular personnel, material, energy, freight, exchange and credit costs as well as taxes, fees and other public charges and the manufacturer's list prices.

If the respective other party objects to the requested price adjustment or does not agree to it within a period of two (2) weeks from receipt of the price adjustment request, the parties shall immediately commence negotiations with the aim of reaching an agreement on the amount of the prices applicable in the future. If, for whatever reason, the parties fail to reach an agreement on the prices applicable in the future within a period of four (4) weeks from the objection of the other party or the expiry of the period for consent, whichever is earlier, the party demanding the price adjustment may withdraw from the contract within two (2) weeks with two weeks' notice.

8. Terms of payment / securities / set-off

- 8.1. The Buyer may use the payment methods specified when placing the order.
- 8.2. Unless otherwise agreed, payment of the purchase price ("**Price**") shall be due without any deduction within fourteen (14) days of receipt of the invoice by the Purchaser and delivery of the Goods in accordance with Clause 3.1. Agreed advance payments are to be paid without any deduction and are due for payment within fourteen (14) days of receipt of the invoice by the Buyer.
- 8.3. Payment on credit is excluded if, having sufficiently taken into account the legitimate interests of the Buyer, the Seller has an objectively justified reason to refuse payment on credit.

- 8.4. The deduction of a discount is only permissible upon separate written agreement. A separate discount agreement is subject to the suspensive condition that all of the Buyer's due payment obligations, including those from previous deliveries of the Seller to the Buyer, have been fulfilled. No discount shall be granted on wage and assembly work.
- 8.5. If the Buyer fails to pay despite a reminder or, in the case of a purchase on credit, if the payment deadline is exceeded, the Seller shall be entitled to charge interest at a rate of nine (9) percentage points above the base interest rate pursuant to Section 247 of the German Civil Code. The right to claim further damages is reserved.
- 8.6. If the Buyer defaults on payment, the Seller is entitled to demand immediate payment of all claims arising from the business relationship, even if these are not yet due.
- 8.7. The Seller does not accept bills of exchange (*Wechsel*) with the effect of discharging any debt.
- 8.8. Counterclaims by the Buyer shall only entitle the latter to set-off and to assert a right of retention if they have been legally established or are undisputed. The Buyer may only assert a right of retention if its counterclaim is based on the same contractual relationship as Seller's claim.
- 8.9. The Seller shall be entitled to perform or render outstanding deliveries or services only against advance payment or the provision of security or collateral if, after the conclusion of the contract, circumstances become known which are likely to substantially reduce the creditworthiness of the Buyer and as a result of which the payment of Seller's outstanding claims against the Buyer under the respective contractual relationship is jeopardised. This shall apply accordingly if the Buyer refuses or fails to pay outstanding claims by the Seller and there are no undisputed or legally established objections against the claims by the Seller.

9. Condition of the goods / assembly / updating obligations

- 9.1. The quality of the Goods owed shall be conclusively agreed in the order and order confirmation.
- 9.2. Illustrations, drawings, indications of weight and dimensions as well as other descriptions of the delivery or service from the catalogue or the other documents which form part of the offer are only approximates unless they are expressly designated as binding by written or electronic confirmation. They do not constitute an agreement or guarantee of a corresponding quality of the delivery or service. In the event that the target quality of the delivery or service has been bindingly agreed with the Buyer, changes by the Seller shall remain permissible insofar as they are made on the basis of mandatory legal provisions and are reasonable for the Buyer. Seller reserves the right to make changes to the design and shape of the Goods, to the extent as the changes are not significant and are reasonable for the Buyer. In the event that they are

unreasonable, the Buyer shall be entitled to withdraw from the contract. Further claims are excluded.

9.3. Characteristics or intended uses excluded in the product description, the order or the order confirmation do not form part of the subjective or objective requirements for the goods. This also applies to accessories and instructions.

9.4. The Seller does not owe any assembly of the Goods.

10. Warranty / Obligation to examine and give notice of defects / Guarantees

10.1. The Buyer's rights in respect of defects shall be subject to the condition that it has duly complied with its statutory obligation to inspect the Goods and give notice of defects (Sections 377, 381 (2) of the German Commercial Code), in particular that the Buyer immediately inspects the delivered Goods upon receipt and immediately notifies the Seller in writing of visible defects and defects which have been identifiable during such inspection.

10.2. The Buyer shall notify the Seller in writing of hidden defects immediately after their discovery. The notification shall be deemed to be without undue delay within the meaning of sentence 1 if it is made within eight (8) working days, whereby receipt of the notification by the Seller shall be decisive for compliance with the deadline.

10.3. The Buyer shall describe any defect in the written notification to the Seller in detail.

10.4. If the Buyer fails to properly inspect the Goods and/or give notice of defects, the Goods shall be deemed approved and the Seller's liability for the defect, in particular any warranty rights on the part of the Buyer, shall be excluded.

10.5. Claims for subsequent performance are excluded in the case of minor deviations which are reasonable for the Buyer. This applies in particular to tolerances permitted according to DIN.

10.6. In the event of defects in the Goods, the Seller shall be entitled, at its own discretion, to either remedy the defect free of charge ("**Remedy**") or to deliver Goods which are free of defects ("**Subsequent Delivery**").

10.7. If the Goods are not at the place of delivery, the Buyer shall bear any additional costs incurred by the Seller in remedying defects as a result, unless the transfer to another place is in accordance with the contractual use of the Goods.

10.8. Buyer's right to claim for defects is excluded, in particular

- a) in the event of natural wear and tear;
- b) in the event of defects that arise after the transfer of risk as a result of improper handling (for example, deviation from the operating instructions, the use of

inappropriate operating equipment), improper storage or care or excessive load or use;

- c) in the case of defects which arise due to force majeure, special external influences which are not assumed under the contract or due to the use of the goods outside the use assumed or usual under the contract;
- d) in cases of section 442 of the German Civil Code.

10.9. The Seller shall not be liable for defects resulting from the Buyer's request for a form of processing or choice of material which deviates from the Seller's specifications.

10.10. If the notification of defects by the Buyer is unjustified, the Seller shall be entitled to demand reimbursement from the Buyer of the expenses incurred, unless the Buyer proves that it is not at fault with regard to the unjustified notification of defects.

11. Liability

11.1. The Seller shall be liable without limitation – irrespective of the legal grounds – in the event of a breach of a guarantee or injury to life, limb or health. The same applies to intent and gross negligence on the part of organs and executive employees. Liability for simple vicarious agents (section 278 BGB) is excluded to the extent permitted by law. The provisions of the Product Liability Act shall thereby remain unaffected.

11.2. Subject to clause 11.1, the Seller shall only be liable for slight negligence if material contractual obligations (*Kardinalpflichten*) are breached. Material contractual obligations (*Kardinalpflichten*) are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and compliance with which the contractual partner may commonly and reasonably rely on.

11.3. In the event of a slightly negligent breach of cardinal obligations, the Seller's liability shall be limited to the foreseeable damage typical for the contract. Indirect damage and consequential damage resulting from defects shall only be compensated if and to the extent that such damage is typically to be expected when the Goods are used as intended.

11.4. For failure to meet a delivery deadline, the liability of the Seller for any loss suffered by the Buyer as a result of the delay shall be limited to a maximum of five percent (5%) of the agreed net purchase price, subject to the exceptions set out in this clause 11. The contractual parties reserve the right to claim further damages and to furnish evidence of a lesser loss.

12. Limitation

12.1. The limitation period for the Buyer's claims for subsequent performance, reduction of price and withdrawal due to defects is one (1) year. This shall also apply to the Buyer's contractual and non-contractual claims for damages based on a defect of the Goods,

unless the application of the statutory limitation periods would lead to a shorter limitation period in the individual case.

- 12.2. The limitation period pursuant to section 12.1 shall also apply to any contractual or statutory claims by the Buyer for updating of goods with digital elements and of digital products.
- 12.3. The limitation period pursuant to section 12.1 shall commence with the delivery of the goods or, if acceptance is required, from the date of acceptance. The limitation period shall also commence if the Buyer is in default of acceptance.
- 12.4. The limitation period does not recommence due to subsequent performance. The unconditional subsequent performance by the Seller shall not constitute an acknowledgement of any warranty claims of the Buyer on the part of the Seller.
- 12.5. The limitation period for claims for damages for breach of other contractual obligations due to slight negligence shall be one (1) year from the end of the year in which the claim arose and the Buyer became aware of the circumstances giving rise to such claim and the person of the debtor or should have become aware of such without gross negligence.
- 12.6. In the event of injury to life, limb or health, for damages under the Product Liability Act as well as for damages caused by fraudulent conduct, by intent, gross negligence or by negligent breach of material contractual obligations (*Kardinalpflichten*), the statutory limitation period shall apply in deviation from clause 12.1.
- 12.7. Notwithstanding section 12.1, the statutory limitation period shall apply if the goods are used for a building and a defect in the building results therefrom.

13. Retention of title

- 13.1. All deliveries by the Seller shall be made subject to retention of title. The delivered Goods shall remain the property of the Seller ("**Retained Goods**") until full payment of the agreed Price by the Buyer.
- 13.2. Furthermore, the Seller remains owner of the Retained Goods until full payment of all secured claims arising from the business relationship between the parties.
- 13.3. The Buyer is obliged to treat the Retained Goods with due care for the duration of the retention of title. In particular, the Buyer shall carry out all necessary inspection and maintenance work on the Retained Goods in a proper and timely manner at its own expense.
- 13.4. The Buyer is obliged to insure the Retained Goods adequately at replacement value against fire, water and theft damage at its own expense. The Buyer hereby assigns to the Seller all claims for compensation arising from such insurance. The Seller hereby accepts such assignment. Should assignment not be permissible, the Buyer hereby

irrevocably instructs its insurer to make any payments only to the Seller. Further claims of the Seller thereby remain unaffected. The Buyer shall provide the Seller with evidence of the insurance policy upon request.

- 13.5. The Buyer is not entitled to pledge the Retained Goods to third parties, to assign them to third parties as security or to make other dispositions that jeopardise the Seller's ownership or title. The Buyer shall immediately notify the Seller in writing, provide all necessary information, inform the third party of the Seller's ownership rights and cooperate in the measures taken by the Seller to protect the Retained Goods if and to the extent that such Retained Goods owned by the Seller are seized, confiscated or otherwise exposed to third-party access. Insofar as the third party is not in a position to reimburse the Seller for the judicial and extrajudicial costs of an action pursuant to section 771 of the German Code of Civil Procedure, the Buyer shall be liable for the loss incurred by the Seller.
- 13.6. The Buyer is revocably entitled to sell the Retained Goods in the ordinary course of business. The Buyer hereby assigns to the Seller the claims arising from the resale of the Retained Goods in the amount of the invoice including value added tax and any transport costs with all ancillary rights. The Seller hereby accepts such assignment. If the Retained Goods are sold together with other goods not supplied by the Seller, the claim from the resale shall be assigned in the ratio of the value of the Retained Goods (final invoice amount including VAT) to the other goods sold. Should assignment not be permissible, the Buyer hereby irrevocably instructs the third-party debtor to make any payments only to the Seller.
- 13.7. The Buyer is revocably authorised to collect in trust and in its own name on behalf of the Seller the claims assigned to the Seller. The right of the Seller to collect these claims itself remain unaffected. The Seller shall not assert the claims itself and shall not revoke the direct debit authorisation as long as the Buyer duly fulfils its payment obligations, does not enter into default, does not cease its payments and no application is made to open insolvency proceedings against the Buyer's assets.
- 13.8. The processing, mixing, combination or transformation of the Retained Goods by the Buyer shall always be carried out in the name of and on behalf of the Seller. The existing expectant right of the Purchaser remains in force. If the Retained Goods are processed with other items not owned by the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the objective value of the Retained Goods to the other processed items at the time of processing. The same shall apply in the event of mixing (*Vermischung*). If the mixing takes place in such a way that Retained Goods are to be regarded as the main item, it shall be deemed to be agreed that the Buyer shall transfer co-ownership to the Seller on a pro rata basis and shall hold the sole ownership or co-ownership thus created in safe custody for the Seller. If the Buyer obtains a claim for compensation against a third party by combining the Retained Goods with real estate, the Buyer hereby assigns such claim to the Seller. The Seller hereby accepts such assignment.

13.9. The Seller shall be obliged, at the Buyer's request, to release existing securities to the extent that the realisable value of these, taking into account customary bank valuation discounts, exceeds the Seller's claims arising from the business relationship with the Buyer by more than ten percent (10%). The selection of the securities to be released shall be incumbent upon the Seller.

14. Withdrawal by the Seller

14.1. In the event of conduct by the Buyer which is in breach of the contract, in particular in the event of default in payment, the Seller shall be entitled, without prejudice to other contractual and statutory rights, to withdraw from the contract after the expiry of a reasonable grace period.

14.2. Further rights of withdrawal of the parties arise according to the provisions of the contract and these GTC, in particular clauses 3.9, 5.1, 6.4 and 7.3. In particular, the Seller shall be entitled to withdraw from the contract if the performance owed is not available for more than six (6) months due to late delivery by the Seller's suppliers, the Seller is not responsible for this and the Seller has concluded a congruent hedging transaction.

14.3. After declaration of withdrawal, the Buyer shall immediately grant the Seller or the Seller's agent access to the Retained Goods and surrender the Retained Goods. After giving due notice, the Seller may otherwise realise the Retained Goods in order to settle the claims due against the Buyer. The realisation proceeds shall be credited against the Buyer's liabilities, minus reasonable costs of realisation.

14.4. Statutory rights and claims are not restricted by the provisions of this clause 14 nor any other provisions contained in these GTC.

15. Confidentiality

15.1. The Buyer is obliged to use all information, data, documents and other aids ("**Confidential Information**") to which it has access via the Seller or which it otherwise obtains in this context exclusively for the purpose of fulfilling the obligations incumbent upon it and to treat such information, data, documents and other aids as strictly confidential for an unlimited period of time, to implement appropriate security measures to protect the Confidential Information and, in particular, not to make it available to unauthorised third parties. Confidential Information includes, in particular, computer applications, documented work processes and other know-how of the Seller.

15.2. However, the obligation in clause 15.1 does not extend to such information that is

- a) already in the public domain (i.e. readily accessible to any third party) at the time of their transmission by the Seller or have come into the public domain after their transmission without any breach of confidentiality obligations – in particular those of this clause 15 – and without any breach of the obligations under the Contract or these GTC, or

- b) were demonstrably already known to the Buyer at the time of their transmission or
- c) must be disclosed by the Seller due to official order or legal obligation.

15.3. Upon termination of the contract, the Buyer shall return all Confidential Information disclosed in connection with the performance or received from the Seller or from third parties or otherwise obtained, including any copies thereof, in an orderly manner. If the Confidential Information is in electronic form, it must be irrevocably deleted after a copy has been provided. Upon request by the Seller, in the event of destruction or deletion, the destruction of the Confidential Information shall be confirmed in writing.

15.4. The Buyer shall bind all employees and subcontractors involved in the performance of the contract to secrecy in writing for an unlimited period of time in accordance with the entire clause 15, also for the time after their departure to the extent permissible under labour law. Further, the Buyer shall only disclose the Confidential Information to those employees and subcontractors who need to know it for the performance of the contract. The Buyer expressly declares that it is liable for any culpable breach by its representatives (in particular employees and subcontractors).

15.5. The Buyer warrants that the intellectual property rights and copyrights of third parties are not infringed in the performance of its services. In the event of a corresponding culpable infringement of rights, it shall indemnify the Seller on first demand against claims by third parties and reimburse the Seller for all damages and expenses arising from such claim.

16. Applicable law / place of jurisdiction / place of performance

16.1. The legal relationship between the Buyer and the Seller shall be governed by the laws of the Federal Republic of Germany, excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2. The exclusive – and also international – place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the Seller in Kalletal, Lemgo. The Seller is also entitled to bring an action at the Buyer's registered office as well as at any other permissible place of jurisdiction.

16.3. The place of performance services of the parties is the registered office of the Seller in Kalletal, Lemgo.

17. Written form / severability clause

17.1. Amendments and supplements to these GTC must be made in writing. This also applies to this written form requirement. The validity of post-contractual, oral ancillary agreements which do not concern the provisions of these GTC shall not be affected by this requirement.

- 17.2. If any provision in these GTC or any provision under any other agreement between the Buyer and the Seller is or becomes invalid or unenforceable, in whole or in part, or is or becomes ineffective or unenforceable for any other reason, the validity of the remaining provision or agreement shall not be affected. The parties are obliged to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic intentions of the parties when they concluded the contract. The same applies to regulatory gaps.
- 17.3. In the event of any inconsistency between the German version of these GTC and a version in another language, the German version shall prevail.
