

## § 1 Scope of Applicability

1. The following general terms and conditions of sale and delivery apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) (natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity) as well as legal persons under public law or special funds under public law. They also apply to all business transactions with our customers or purchasers (hereinafter jointly referred to as „customers“), as far as the original contract is concluded via our online shop. If customers are based outside Germany, and generally for deliveries abroad, additional or deviating regulations apply, which are specifically outlined below.

2. Inclusion of customer's general purchasing conditions or other general terms and conditions is hereby expressly rejected. This also applies if the customer refers to his own terms and conditions, even if these contain defensive and/or exclusivity clauses and we do not expressly object to them or provide services without reservation in knowledge of these conditions, regardless of the chronological order in which the competing conditions are referred to by the contractual partners, unless we have expressly agreed to the customer's terms and conditions in writing. Even if we refer to a letter that contains or refers to the terms and conditions of the customer, purchaser or a third party, this does not constitute consent to the validity of those terms and conditions.

### § 1 a Formal requirements

1. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Where reference is made below to written form, this expressly includes text form. Legal formal requirements and other evidence, particularly in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

2. Order number and invoice number as listed in our order confirmation or invoice must be stated when paying the invoice and in all customers's correspondence relating to the order.

## § 2 Conclusion of contract

1. Our offers are non-binding. An order from a customer is a binding offer. We can accept this offer at our discretion within four weeks by sending an order confirmation or the goods.

2. The scope of performance is based on our written confirmation if the customer does not immediately object to it. A reference on our part to DIN/ISO regulations and other regulations is a description of the performance and not a guarantee of properties.

3. If justified doubts subsequently arise about the customer's creditworthiness, we are entitled to refuse delivery until security is provided or cash payment is promised upon delivery. This also applies regardless of the customer's creditworthiness if the retention of title regulated in § 8 is not recognized in the country to which the goods are to be delivered or in a country through which the goods are to be delivered or is ineffective for another reason, or if the goods are delivered via air or sea. If the customer is not prepared to provide security or pay cash despite being asked to do so within a reasonable period of time, we are entitled to withdraw from the contract. Any claims for damages remain reserved.

4. With regard to the content of oral agreements and promises on our part, our written confirmation is decisive.

5. The statements on the quality of the goods contained in the order confirmation and/or other documents exchanged between us and the customer do not constitute a guarantee within the meaning of § 443

of the German Civil Code (BGB), nor an independent guarantee, unless we have expressly determined and stated which result we guarantee.

6. In the event of obvious errors, spelling mistakes and calculation errors in the documents we provide, we are not liable. The customer is obliged to inform us of such errors so that our order confirmation or invoice can be corrected. This also applies if documents are missing.

7. In the event of a modified declaration of acceptance by the customer, the latter is obliged to expressly point out the changes in content. If there is no express reference, our previous version is decisive.

## § 3 Value added tax (VAT)

For deliveries abroad (including within the European Union), the customer is obliged to provide us with his VAT identification number and all other VAT related documents and evidence requested by us immediately. If the customer's information turns out to be incorrect, we reserve the right to charge any VAT incurred - possibly retrospectively.

## § 4 Cancellation costs

If the customer withdraws from an order without justification, we are entitled to 10% of the sales price for the costs incurred in processing the order and for lost profits, without prejudice to the possibility of claiming higher actual damages. The customer reserves the right to prove that the damages are less.

## § 5 Prices, price changes

1. Our prices are in Euros and plus statutory VAT and plus packaging and shipping costs. Import taxes and/or customs duties are charged in addition to our prices and must be paid by the customer to customs or the shipping service provider upon import into the destination country.

2. Unless otherwise stated in the order confirmation, our prices are ex works Gevelsberg (Westphalia, Germany). For customers based abroad and for deliveries abroad, Incoterm (2020) EXW Gevelsberg (Westphalia, Germany) applies.

3. Price changes are permitted if more than six weeks elapse between the conclusion of the contract and the agreed delivery date. If wages, raw material prices, other material costs, taxes or other duties as well as freight increase or decrease or are newly introduced before the delivery is completed, we are entitled and obliged to make an appropriate adjustment to the price taking these factors into account in the event of a price increase or a price reduction. This also applies if a fixed price has been agreed. The customer is only entitled to withdraw if a price increase exceeds the increase in the general cost of living between the order and delivery by more than an insignificant amount.

4. The agreed prices only apply to the respective order. They are only binding for repeat orders if this has been expressly agreed in writing.

## § 6 Terms of payment, offsetting

1. In case of advance-payment-orders in our online shop, the goods will only be dispatched after payment has been received.

2. Fulfillment only occurs when payment is received in our account.

2a. All costs incurred for the payment or in connection with it, e.g. bank charges, are borne by the customer. We reserve the right to demand such costs from the customer if they were shared during the payment or in connection with it or were borne by us.

3. Money orders are only accepted for the purpose of fulfillment.

4. Cash discounts, unless separately agreed in writing, are only permitted if there are no outstanding payments from the entire business relationship.

5. We are entitled to initially offset payments against the customer's old debts. If costs and interest have already been incurred, we are entitled to offset payments first against costs, then against interest and finally against the main payment.

6. The customer is only entitled to offset against our claims with undisputed or legally established counterclaims.

7. If defects are identified, the customer is only entitled to retain the purchase price to the extent appropriate in view of the defects.

8. All claims become due immediately, regardless of the term of any bills of exchange received and credited, if the payment terms are not complied with or if we become aware of circumstances that are objectively likely to reduce the customer's creditworthiness. In such event, we are also entitled to only carry out outstanding deliveries against advance payment and to withdraw from the contract after a reasonable grace period or to demand compensation for non-fulfillment. We can also prohibit the resale and processing of the delivered goods and demand their return or the transfer of indirect ownership of the delivered goods at the customer's expense and revoke the direct debit authorization in accordance with Section 8.3.

9. All claims become due immediately, if the payment terms are not adhered to or if we become aware of circumstances that are objectively capable of reducing the customer's creditworthiness. We are then also entitled to only carry out outstanding deliveries against advance payment and to withdraw from the contract after a reasonable grace period or to demand compensation for non-fulfillment. We can also prohibit the resale and processing of the delivered goods and demand their return or the transfer of the indirect ownership of the delivered goods at the customer's expense and revoke the collection authorization in accordance with § 8.3.

10. If, for whatever reason, difficulties arise in transferring the invoice amount to the Federal Republic of Germany, the costs and disadvantages resulting from this are to be borne by the customer. For sales in foreign currency, the customer bears the exchange rate risk from the time of conclusion of the contract. If the agreed method or way of payment cannot be complied with, the customer is obliged to make the payments at our discretion.

## **§ 7 Default in payment by the customer**

1. The customer is in default if he does not pay by a date specified in the contract or if he does not pay in response to our reminder issued after the purchase price is due. The statutory regulation according to which the customer automatically defaults thirty days after receiving an invoice remains unaffected.

2. In the event of default in payment by the customer, we are entitled to interest of nine percentage points above the base interest rate from the due date. The statutory regulation according to which higher interest can be claimed for another legal reason, and the assertion of further damages, in particular a flat-rate default damage of EUR 40.00 in accordance with § 288 para 5 of the German Civil Code (BGB), is not excluded, remains unaffected. In the event of default in payment, we can stop fulfilling our obligation until we receive the payments, after notifying the customer in writing.

## **§ 8 Retention of title, other purchase price security**

1. All goods delivered remain our property (reserved goods) until all claims have been settled, in particular the respective balance claims to which we are entitled from the delivery relationship. This also applies if payments are made on specifically designated claims.

2. The goods delivered under retention of title must be treated with care.

3. The customer is entitled to resell the reserved goods in the ordinary course of business as long as he properly meets his obligations to us. However, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim that arise from the resale of the goods to which we have ownership rights against his customers or third parties, regardless of whether the purchased item was resold without or after processing. We hereby accept the assignment. The customer is authorized to collect this claim after it has been assigned. Our authority to collect the claim ourselves remains unaffected by this, but we undertake not to collect the claim as long as the customer properly meets his payment obligations. The customer is obliged, at our request, to provide us with all information necessary for the collection of these claims and to inform his debtors about the existing assignment of claims.

4. If the customer is entitled to collect the claim in trust either as part of the normal course of business or with our consent, the collection must be made into a bank account that is separate from the other business accounts and is held in trust for us. The customer must take all necessary and reasonable measures to ensure that the third party does not pay into another account. The customer is obliged to transfer any amounts collected from the assigned claims to us. On request, the customer is obliged to provide evidence of the establishment of a trust account for the third-party funds collected by him.

5. The customer's right to collect the claim expires if we revoke it in writing, the customer does not meet his payment obligations from the proceeds received, or if an application is made to open insolvency proceedings against the customer's assets or if he stops making payments. In these cases, we are entitled to collect the assigned claim ourselves. The customer is obliged to provide us with all information required for collection and to hand over the associated documents. In this case, the customer is also obliged to inform the debtors of this assignment. If the customer does not immediately transfer amounts collected from assigned claims to us, he is obliged to hold them in trust for us free of charge.

6. In the event of a breach of duty by the customer, in particular in the event of late payment, we are entitled to withdraw from the contract and to take back the reserved goods after a reasonable deadline set for the customer has expired without success; the statutory provisions on the dispensability of setting a deadline remain unaffected. The customer is obliged to hand over the reserved goods.

7. Processing or transformation of the reserved goods by the customer is always carried out on our behalf without any obligation arising for us. If the delivery items are processed with other items that do not belong to us, we acquire joint ownership of the new item in proportion to the value of the delivery items to the other processed items at the time of processing. The customer shall keep the joint ownership for us free of charge.

8. If the reserved goods are inseparably mixed with other items that do not belong to us, we acquire joint ownership of the new item in proportion to the value of the reserved goods to the other mixed items. The customer shall keep the joint ownership on our behalf free of charge.

9. The customer may not pledge the reserved goods or transfer them as security. In the event of seizures, confiscations or other dispositions by third parties, the customer must notify us immediately and provide us with all information and documents that are necessary to protect our rights. Enforcement officers or third parties must be informed of our ownership. If a warehouse keeper is engaged, our ownership must be indicated before our goods are stored.

10. We undertake to release the securities to which we are entitled at the customer's request if their value exceeds the claim to be secured by more than 20%.

11. If the retention of title or the assignment is not effective under the jurisdiction in which the goods are located or into or through which they are or shall be transported, the security corresponding to the retention of title or the assignment in this jurisdiction is deemed to have been agreed. If the customer's cooperation is required, he must take all measures necessary to establish and maintain such rights. This also applies if the goods are or shall be transported by air or sea.

12. In the case of Section 8, Section 11, we are also entitled, at our discretion, to require the customer to pay in advance or to provide a bank guarantee or another instrument to secure the purchase price prior to our delivery.

### **§ 9 Delivery dates, scope of delivery**

1. The agreed delivery periods and dates are always approximate unless a fixed date has been agreed in writing.
  - 1a. In our online shop, delivery is usually made within two working days of receipt of payment. We refer to the delivery times of the logistics companies commissioned by us.
2. The delivery period starts with the dispatch of the order confirmation, but not before all details of the execution have been clarified and all other requirements to be met by the customer have been met; the same applies to delivery dates. The delivery period is met if readiness for dispatch has been communicated before the deadline or the delivery item has left the factory.
3. The delivery period shall be extended in the event of unforeseen obstacles which we cannot influence (in particular, but not exclusively: industrial action, strikes, lockouts, orders from authorities or governments, natural disasters such as floods, storm surges, hurricanes and typhoons as well as other severe weather events of the magnitude of a catastrophe, earthquakes, lightning strikes, avalanches and landslides, fire, pests, pandemics, epidemics and infectious diseases (insofar as such has been declared by the WHO or a ministry or the Robert Koch Institute has determined a risk level of at least „moderate“), war or warlike conditions, riots, revolution, military or civil coups, uprisings, blockades), in accordance with the duration of these events. This also applies to delays in bindingly agreed deadlines and dates and also if these circumstances occur with subcontractors. For the duration of the aforementioned obstacles, no consequences of default shall arise, even if we are already in default when these circumstances occur. We will inform the customer immediately, but no later than fourteen days after we ourselves have knowledge of the occurrence of these circumstances, about the occurrence and the expected duration of the events. The customer's right to withdraw from the contract in accordance with the statutory provisions in the event of a delay for which we are responsible remains unaffected.
4. In the event of difficulties in procuring materials, difficulties in casting technology, rejects and rework, operational disruptions, outages or disruptions of the internet, staff shortages and lack of means of transport, our delivery periods will be extended in accordance with the duration of these events, even in the case of bindingly agreed deadlines and dates. No consequences of delay will arise for the duration of the aforementioned obstacles, even if we are already in default when these circumstances occur. We will inform the customer immediately, but no later than fourteen days after we ourselves have knowledge of the occurrence of these circumstances, about the occurrence and the expected duration of the events. The customer's right to withdraw from the contract in accordance with the statutory provisions in the event of a delay for which we are responsible remains unaffected.
5. Partial deliveries and performances are generally permitted provided that they do not disproportionately disadvantage the customer or the customer has not excluded them in writing when the contract was concluded.
6. For claims for damages due to late delivery or performance or non-delivery or non-performance, § 12.13 - § 12.15 of these terms and conditions of sale and delivery apply accordingly.

### **§ 10 Shipping, packaging, insurance**

1. In principle, we deliver within Germany ex works, Gevelsberg (Westphalia, Germany), for cross-border delivery according to Incoterms EXW (2020) Gevelsberg (Westphalia, Germany). The goods are always shipped at the customer's expense and risk, even with freight-free handling. For deliveries outside of Germany, the customer bears all customs duties, fees and taxes as well as any risk that arises as a result of the laws applicable in the customer's territory. If and to the

extent that undertake the shipping, this is done at the customer's risk and expense.

2. Necessary packaging for our goods or packaging requested by the customer becomes the property of the customer and is charged by us, unless mandatory legal regulations prevent this. Postage and freight costs, as well as packaging costs, are invoiced separately. The choice of shipping method is made at our reasonable discretion.
3. Acceptance by the freight carrier is considered proof of the perfect condition of the packaging.
4. The customer is responsible for insuring the goods from the time of transfer of risk. This is at the customer's expense.
5. If we undertake the shipping of the goods in whole or in part, it is the customer's responsibility to complain to the carrier about transport damage or loss of goods during transport, to document the process and to report it to us immediately in writing or in text form so that we can assist in asserting these damages against the carrier if necessary.

### **§ 11 Acceptance, transfer of risk**

1. The customer is obliged to accept the delivery item and to examine it immediately for any defects.
2. If the customer intentionally or with gross negligence fails to collect or accept the delivery item for more than fourteen days after receipt of the notification of availability, we are entitled to withdraw from the contract and/or demand compensation after setting a grace period of a further fourteen days. There is no need to set a grace period if the customer seriously or definitively refuses to accept the goods or is clearly unable to pay the purchase price within this period.
3. The risk passes to the customer when the goods are handed over to the carrier, even if we undertake shipping of the goods.
4. Even if we undertake shipping of the goods, and in any other cases, the customer is obliged to provide the necessary cooperation in every phase of the shipping process, in particular to accept the goods, collect them from customs offices, pay customs duties and other fees, complete import and export formalities, etc. Returns of goods by third parties, e.g. by customs, and any resulting costs, e.g. for storage, repeated shipping, etc., are at the customer's expense.

### **§ 12 Buyer's claims for defects**

1. The statutory provisions apply to the customer's rights in the event of material and legal defects (including incorrect and incomplete delivery as well as improper assembly/installation or inadequate instructions), unless otherwise specified below. This does not affect the statutory provisions on the purchase of consumer goods (§§ 474 ff. BGB) and the customer's rights from separately issued guarantees, in particular from the manufacturer.
2. Agreements that we have made with customers regarding the quality and the intended use of the goods (including accessories and instructions) regularly form the basis of our liability for defects within the scope of the warranty. A quality agreement includes all product descriptions and manufacturer information that are the subject of the individual contract or that were made public by us (in particular in catalogs or in our online shop or elsewhere on our homepage) at the time the contract was concluded. In the event that no quality was agreed, it must be assessed according to the provisions of § 434 para 3 of the German Civil Code (BGB) whether a defect exists. In this context, it should be noted that public statements made by the manufacturer as part of advertising or on the label of the goods take precedence over statements made by other third parties.
3. For goods with digital elements or other digital content, it should be noted that we are only obliged to provide and update the digital content if this is expressly stated in a quality agreement in accordance with § 12.2. We assume no liability for public statements made by third parties.

4. We are not liable for defects which the customer at the time of conclusion of the contract knows about in gross negligence does not know about, in accordance with § 442 of the German Civil Code (BGB).

5. The customer's claims for defects only exist if the customer has complied with his statutory inspection and notification obligations (§§ 377, 381 of the German Commercial Code (HGB)). Art. 12 Para. 2 Rome I Regulation (EU Regulation on the law applicable to contractual obligations) does not apply.

5a. If the goods are intended for installation, attachment, installation or further processing, an inspection must be carried out immediately before processing.

5b. A written notification (also in text form) must be made to us immediately if a defect becomes apparent during delivery, inspection or at a later point in time. Obvious defects must be reported in writing or in text form within five working days of delivery and undetectable defects within the same period from the discovery of the defects.

5c. In the event that the customer fails to carry out or does not comply with his obligation to carry out a proper inspection and/or report defects, liability on our part for the defect that is not reported or not reported in time or not reported properly is excluded in accordance with the statutory provisions. If the goods were intended for installation, fitting or installation, this also applies if the defect only became apparent after the respective processing as a result of non-compliance with or violation of one of these obligations. In this case, the buyer is not entitled to claim compensation for the „installation and removal costs“.

6. If the goods delivered are defective, we as the seller have the right to choose whether we provide subsequent performance by eliminating the defect (repair) or by delivering a defect-free item (subsequent delivery). In the event that the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, he can refuse it. However, we reserve the right to refuse subsequent performance under the statutory requirements. In addition, we are entitled to make the subsequent performance to be provided by us dependent on the customer paying the purchase price due. However, the customer has the right to retain a portion of the purchase price that is appropriate in relation to the defect.

7. The customer must grant us the necessary time and opportunity to provide the subsequent performance. In particular, the customer must hand over the item for which he has claimed a defect to us for inspection purposes. In the event that we make a subsequent delivery of a defect-free item, the customer must return the defective item to us in accordance with the statutory provisions. However, the customer is not entitled to a right of return.

8. Unless we have contractually committed ourselves to this, the subsequent performance does not include the removal, removal or disassembly of the defective item or the installation, attachment or installation of a defect-free item. This does not affect the customer's claims for reimbursement of the „installation and removal costs“.

9. We will reimburse the expenses necessary for inspection purposes and subsequent performance (transport, labor and material costs and, if applicable, removal and installation costs) in accordance with the statutory provisions and these General Terms and Conditions of Sale in the event that a defect exists. However, we can demand reimbursement from the customer for costs incurred due to an unjustified request for defect rectification in the event that the customer knew or could have recognized that there was actually no defect.

10. The customer has the right to rectify the defect himself and to demand reimbursement of the objectively necessary expenses for this if there is an urgent case (e.g. in the event of a risk to operational safety or to prevent disproportionate damage). The customer must inform us immediately if he undertakes the work himself. In the event that we are entitled to refuse subsequent performance in accordance with statutory provisions, the customer shall have no right to remedy the defect himself.

11. The customer can withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions if a deadline set by the customer for subsequent performance has expired without success or is unnecessary according to the statutory provisions. In the event of a minor defect, however, the customer has no right of withdrawal.

12. The customer's claims for reimbursement of expenses in accordance with § 445a para 1 of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a purchase of consumer goods (§§ 478, 474 of the German Civil Code (BGB)) or a consumer contract for the provision of digital products (§ 445c Sentence 2, §327 para 5, § 327u of the German Civil Code (BGB)).

13. Claims for damages or claims for reimbursement of wasted expenditure by the customer (§ 284 of the German Civil Code (BGB)) exist even if a defect exists only in accordance with § 12.9 and § 12.10.

14. We are not liable for material defects that arise from unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, normal wear and tear or incorrect or negligent handling, nor for the consequences of improper modifications or repairs carried out by the customer or third parties or without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.

## § 12 a Limitation period

1. The general limitation period for claims resulting from material or legal defects is one year from delivery, in deviation from § 438 para 1 no. 3 of the German Civil Code (BGB). In the event that acceptance has been contractually agreed, the limitation period begins with acceptance. The other special statutory provisions on limitation periods (in particular § 438 para 1 no. 1, para 3, §§ 444, 445b of the German Civil Code (BGB)) remain unaffected.

2. The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the customer that are based on a defect in the goods, unless the application of the regular statutory limitation period in accordance with §§ 195, 199 of the German Civil Code (BGB) would lead to a shorter limitation period in individual cases. The customer's claims for damages pursuant to § 13.1 and § 13.2a) as well as those under the Product Liability Act shall expire exclusively in accordance with the statutory limitation periods.

## § 13 General liability

1. Unless otherwise stated in these General Terms and Conditions of Sale, including the following provisions, we as the seller are liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.

2. In the context of liability based on fault, we are liable for damages, regardless of the legal basis, only in the event of intent and gross negligence. In the event of simple negligence, we are liable, subject to statutory limitations of liability (e.g. care in one's own affairs; insignificant breach of duty), only:

a) for damages resulting from injury to life, body or health,  
b) for damages resulting from the breach of an essential contractual obligation (obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner relies and may rely). In this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

3. The liability limitations arising from § 13.2 also apply to third parties and to breaches of duty by persons whose fault we are responsible for according to statutory provisions. If a defect was fraudulently concealed and a guarantee for the quality of the goods was given, the liability limitations do not apply. This also applies to claims made by the buyer under the Product Liability Act.

4. The customer can only withdraw or terminate the contract due to a breach of duty that does not result from a defect if we as the seller are responsible for the breach of duty.

5. The customer's right to terminate the contract (in particular according to §§ 650, 648 of the German Civil Code (BGB)) is excluded. Otherwise, the statutory requirements and legal consequences apply.

### **§ 13a Third-party intellectual property rights, customer liability**

The customer guarantees that his information does not infringe intellectual property rights or other rights of third parties. The customer is free to prove to us that he is not at fault for infringing the rights of third parties. To the extent that we are liable to third parties as a result, the customer shall indemnify us against all claims arising from the use of such intellectual property rights and expenses that necessarily arise from or in connection with the use.

### **§ 14 UN Convention on Contracts for the International Sale of Goods (CISG)**

1. If the UN Convention on Contracts for the International Sale of Goods (CISG) is applicable in individual cases despite the provisions of § 15.1, the following provisions shall apply in addition to the other provisions of these General Terms and Conditions of Sale and Delivery.

2. In deviation from Art. 19 para 2 CISG, the contractual partner is obliged to expressly point out the changes in content in the event of a modified declaration of acceptance. If there is no express reference, our previous version shall prevail. The application of Art. 55 CISG is excluded.

3. In the event of default of payment by the customer, Art. 78 CISG shall apply with the following proviso: We are entitled to demand interest of nine percentage points above the base interest rate from the time of maturity. The statutory regulation of § 288 of the German Civil Code (BGB), according to which higher interest can be demanded for another legal reason and the assertion of further damages, in particular a flat-rate damages for delay in the amount of EUR 40.00 in accordance with § 288 para 5 of the German Civil Code (BGB), is not excluded, also applies. In the event of late payment, we can, after written notification to the customer, stop fulfilling our obligation until we receive the payments.

4. For claims for damages due to late delivery or service or non-delivery or non-service, § 12.13 - § 12.15 of these Terms and Conditions of Sale and Delivery apply accordingly. Damages due to delay can only be demanded by the customer after setting a reasonable deadline. In this respect, the provisions of § 286 of the German Civil Code apply in deviation from the provisions of the CISG.

5. Acceptance by the carrier is considered proof of the perfect condition of the packaging. The application of Art. 35 para 2 d) CISG is excluded.

6. The customer is obliged to accept the delivery item and to examine it immediately for any defects. The application of Article 38 CISG is excluded.

7. Deviating from Art. 41 CISG and Art. 42 CISG, the mere claim of third parties does not constitute a legal defect or other defect in the goods.

8. In the case of Art. 39 para 1 CISG, notification of the lack of conformity must be made immediately in writing or in text form in accordance with § 377 para 1 and 3 of the German Commercial Code (HGB). The application of Art. 44 CISG is excluded.

9. Liability according to Art. 45 para 1 b) CISG is limited to cases of breach of essential contractual obligations within the meaning of Art. 25 CISG.

10. In the case of material defects of lesser importance, the customer is limited to the legal remedy of reduction of remuneration.

11. Notwithstanding the above § 14.11, the customer is primarily only entitled to demand replacement delivery or repair in accordance with Art. 46 CISG. If we are not willing or able to provide a replacement delivery or repair, or if the replacement delivery or repair is delayed beyond a reasonable period set by the customer for reasons for which we are responsible, or if the replacement delivery or repair fails for other reasons, the customer is entitled, at his discretion, to withdraw from the contract or to demand a reduction of remuneration.

### **§ 15 Applicable Law, Place of Jurisdiction, Place of Performance**

1. All legal relations between the customer and us, even if the customer has its registered office abroad, are subject exclusively to German law, excluding internationally standardized substantive law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). Furthermore, this § 15.1 itself is subject exclusively to German law, excluding internationally standardized substantive law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The place of jurisdiction and place of performance for merchants, entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) (natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity), legal entities under public law or special funds under public law is Gevelsberg (Westphalia, Germany). However, we are also entitled to sue the customer at his registered office. This § 15.2 itself is subject exclusively to German law, excluding internationally standardized substantive law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

### **§ 16 Severability Clause**

If individual provisions of these General Terms and Conditions of Sale and Delivery are or become invalid, this shall not affect the validity of the remaining provisions or the remaining contract.