

General Terms and Conditions of Sale of Envirotec Gesellschaft für Umwelt- und Verfahrenstechnik mbH (as of april 2022)

1. General provisions

- (1) These General Terms and Conditions of Sale ("**GTCS**") apply to all our business relations with our customers where the customer is an entrepreneur (§ 14 German Civil Code – *Bürgerliches Gesetzbuch*), a merchant within the meaning of the German Commercial Code – *Handelsgesetzbuch*, a legal entity under public law or a special public fund (*öffentlich-rechtliches Sondervermögen*). These GTCS apply in particular to contracts for the sale or supply of movable goods, irrespective of whether we have manufactured them ourselves or purchased them from suppliers, and to the provision of services by us.
- (2) Our GTCS shall apply exclusively. Any conflicting, supplementary or deviating terms and conditions of the customer are hereby expressly rejected. Such terms and conditions are not binding for us unless we have expressly agreed to their validity.
- (3) Unless otherwise agreed, our GTCS in the version current at the time of the customer's order serve as a framework agreement (§ 305 (3) German Civil Code – *Bürgerliches Gesetzbuch*) and also apply to future contracts for the sale or supply of movable goods with the same customer, without our having to refer the customer to our GTCS again.

2. Product information

The general product information and price lists available in electronic or other form are only binding insofar as the contract expressly refers to them.

3. Offer, order, written form

- (1) Our offers are in any case non-binding, unless they are expressly marked as binding or state a specific acceptance period. The customer must point out obvious errors (in particular obvious calculation errors, incorrect product specifications or incompleteness) in our offers (including associated documents) to give us the opportunity to correct them before conclusion of the contract; otherwise the contract is not concluded.
- (2) The customer's order is a legally binding invitation to enter into a contract. Unless otherwise stated in the customer's offer, we may accept it within 10 working days of receipt.
- (3) We will confirm offers by way of written statement (e.g. by our order confirmation or dispatch advice/advice that goods are ready for collection). Any statements and information which the customer gives after the contract has been concluded and which are of legal relevance (e.g. setting of deadlines, reminders, notices of defects, declarations of withdrawal or reduction) are only valid if they comply with written-form requirements.
- (4) Fax or simple e-mail shall also be sufficient to for compliance with written-form requirements, in each case also without signature (text form).
- (5) Any individual negotiated contractual terms – also including verbal agreements - take precedence over these GTCS (§ 305b German Civil Code – *Bürgerliches Gesetzbuch*). If proof is required of the content of the contract the written contract or our written confirmation shall be authoritative.
- (6) Other than guarantees and/or procurement risks (*Beschaffungsrisiken*) expressly agreed upon in the contract, there are no guarantees or assumptions of risk whatsoever. Our suppliers/subcontractors are not vicarious agents (*Erfüllungsgehilfen*) within the meaning of § 278 German Civil Code – *Bürgerliches Gesetzbuch*.



4. Reservation of rights; prohibition of reverse engineering; confidentiality

- (1) We reserve all title, copyright and property rights in all documents, materials and other items (such as offers, catalogues, price lists, estimates, plans, drawings, illustrations, calculations product descriptions and specifications, samples, models and other physical and/or electronic documents, information and items) which we provide to the customer.
- (2) The customer may not use commercially, reproduce or alter the above-mentioned items – either the items themselves or their content – or disclose or make them accessible to third parties without our consent. It may use them solely for the purposes defined in the contract and shall return them to us in full at our request and destroy or erase any copies whether physical or electronic in as far as it no longer needs them in the proper course of business or in order to comply with statutory archiving requirements. At our request it shall confirm or prove that the above documents, materials or items have been returned and destroyed/erased in full or provide evidence as to which of them it claims to still need and for what reasons.

5. Prices and payment

- (1) Unless otherwise expressly agreed in the contract, all prices and billing rates are always net without value added tax and any taxes, duties or other charges of any kind levied outside the Federal Republic of Germany. Sales tax as well as any taxes, levies and duties imposed outside the Federal Republic of Germany will be payable and shall be invoiced in addition to the prices and billing rates applicable.
- (2) Our invoices are payable net within 30 calendar days. Any payment shall be made without deduction and in Euro (€) by bank transfer to the bank account stated in our invoice.
- (3) The customer automatically falls into default with payment as soon as the respective payment deadline expires. During default, interest shall accrue at the applicable statutory default interest rate. We are also entitled to the standard default amount pursuant to § 288 (5) sentence 1 German Civil Code – *Bürgerliches Gesetzbuch*. We reserve the right to assert claims for any further default losses an - in business with entrepreneurs – this has no effect on our statutory entitlement to interest (§§ 352, 353 German Commercial Code – *Handelsgesetzbuch*).
- (4) Furthermore, we are entitled to refuse to perform any outstanding obligations under the contractual relationship if, after the contract has been concluded, it becomes apparent (e.g. through an application for insolvency by or against the customer) that our claim for payment under the respective contractual relationship is at risk owing to the customer's inability to pay (§ 321 (1) German Civil Code – *Bürgerliches Gesetzbuch*). Our right to refuse performance lapses if payment is rendered or security has been provided for it. We are entitled to set the customer a reasonable deadline by which it must choose either to pay or to provide security concurrently against our performance. We may withdraw from the contract if this deadline expires and neither payment nor security has been rendered. A deadline does not have to be set if a statutory exemption applies. In the case of contracts for the production or manufacture of non-fungible items (custom-made items), we may declare withdrawal immediately. Statutory exemptions of setting a deadline, § 321 German Civil Code – *Bürgerliches Gesetzbuch* and the other provisions of this clause 5 shall remain unaffected.
- (5) The customer only has the right to offset or to exercise a right of retention if and insofar as its counterclaim is either undisputed or has been ruled final and absolute by court of law. Furthermore, the customer shall only be entitled to offset or to exercise a right of retention where, in the case of offsetting, such claim is synallagmatic to our principal claim or, in the case of exercise of a right of retention, is based on the same contractual relationship as our principal claim.



6. Performance Standards

- (1) We undertake to deliver or provide the offered products and/or services completely, free of defects and in accordance with the applicable law.
- (2) The delivery of products and/or the performance of services shall be based on the recognized state of the art in engineering and the applicable law, as well as the known regulations, codes, guidelines and standards in force at the time of the conclusion of the contract (together "Performance Standards").
- (3) If Performance Standards are changed after the conclusion of the contract, the contract price as well as the delivery and performance dates and the agreed schedule shall be adjusted reasonably to reflect our additional costs and obligations as a result of such change.
- (4) Unless expressly stated otherwise in the contract, the terms "guarantees" or "warranty" - if used in the contract - shall not be deemed to be guarantees of quality and durability within the meaning of §§ 443, 639 German Civil Code – *Bürgerliches Gesetzbuch*).

7. Completion of deliveries and services

- (1) A schedule with delivery times/dates (Delivery Period) shall be agreed by the parties for the deliveries and provision of services. Unless otherwise agreed, all shipments are made "EXW Incoterms (2020)" (referring to the warehouse/plant from which we ship in each case).
- (2) We will only insure the goods if this is expressly agreed with the customer, and then solely at customer's cost against theft, breakage, transport, fire or water damage or other insurable risks.
- (3) Notwithstanding **Fehler! Verweisquelle konnte nicht gefunden werden.** and only if agreed with the customer, we will ship the goods to the place of destination specified by the customer at the customer's expense (*Versendungskauf*). We are entitled to specify the type of shipment (in particular, the transport company, shipping route, packaging) at our due discretion. If the customer wishes conclusion of insurances, he must expressly state this. In the cases set out in sentence 1 of this paragraph, risk passes to the customer when customer receives our notice that the order is ready for shipment, or – if such notice is not provided for by contract – no later than handover of the goods to the carrier, freighter or other transport person. This shall also apply to part-shipments.
- (4) If the customer is in default of acceptance, if the customer fails to cooperate as required or if our performance is delayed for other reasons for which the customer is responsible, we may charge for any ensuing damage including our additional expenditure which we incur (e.g. storage costs).
- (5) Where it has been expressly agreed that the goods shall undergo acceptance (in the sense of the meaning of the statutory provisions for contracts for work and services (*Werkvertragsrecht*)), §§ 640 (1), (2) sentence 1 and (3) German Civil Code – *Bürgerliches Gesetzbuch* shall apply accordingly. In this case, the parties shall agree on a date on which the acceptance must be carried out ("Acceptance Date"). If no agreement has been reached on the Acceptance Date, we shall notify the customer in writing that the goods are ready for acceptance and request the customer to accept the goods. The goods shall be deemed to have been accepted if (a) delivery - and, if and to the extent that we are also to carry out assembly or provide a similar service (e.g. installation, commissioning, set up, adjustment), such assembly or similar service have been completed, (b) we have notified the customer without undue delay after completion and requested the customer to carry out acceptance, (c) (aa) 10 working days have passed since this request or (bb) the customer has started using the goods and, if that is the case, 5 working days have passed since the request, and (d) the customer has not carried out (explicit or implied) acceptance within the aforementioned period for a reason other than a reported defect which prevents or materially impairs use of the goods.
- (6) Minor defects in goods and services shall not entitle the customer to refuse acceptance. Minor defects to be remedied by us shall be listed by the customer in a residual points list, stating a mutually agreed remedy period.
- (7) If the parties have agreed that the goods have to undergo acceptance, it shall be decisive for the transfer of risk.



8. Reservation of title

- (1) Any goods which we have supplied to the customer remain our property until all our claims against the customer under the respective contractual relationship and from any outstanding balance receivables from current account which we may have (referred to collectively as "Secured Receivables") have been paid in full. These goods and the items by which they will be replaced subject to the provisions set out below, which are also covered by reservation of title are referred to hereinafter as "reserved goods".
- (2) The customer may not pledge the reserved goods to third parties, transfer title in them as security, or use them for sale-and-lease-back transactions before full payment of the Secured Receivables. In the event of an application to open insolvency proceedings against the customer's assets and/or in the event of attempts by third parties to attach or otherwise seize the reserved goods the customer must make our position as owners clear and notify us in writing without undue delay.
- (3) Until revoked, the customer has the right to use, process/alter, combine, mix and/or sell the reserved goods in the proper course of business until we withdraw from the contract because the customer has acted contrary to the contract – in particular if the customer is in default with payment – under statutory requirements (realization).
- (4) If the reserved goods are processed or altered (§ 950 German Civil Code – *Bürgerliches Gesetzbuch*) such processing will always be carried out for us as manufacturers in our name and for our account. We will acquire directly title or – if processing or altering makes use of materials belonging to two or more owners – pro rata co-title in the newly created item commensurate with the ratio of the value of the reserved goods (gross invoice value) to the value of the newly created item. The customer herewith transfers its future ownership or co-ownership (in the ratio set out above) in the newly created item as security to cover the eventuality that we do not for some reason acquire ownership or co-ownership; we hereby accept such transfer.
- (5) If the reserved goods are combined (§ 947 German Civil Code – *Bürgerliches Gesetzbuch*) or mixed (§ 948 German Civil Code – *Bürgerliches Gesetzbuch*) with items which do not belong to us we will acquire pro rata co-title in the newly created item commensurate with the ratio of the value of the reserved goods (gross invoice value) to the value of the other combined, mixed items at the time of such combining/mixing. If the reserved goods constitute the principal item, then we acquire sole title (§ 947 (2) German Civil Code – *Bürgerliches Gesetzbuch*). If one of the other items must be regarded as the principal item, to the extent that the principal item belongs to the customer, the customer herewith transfers to us pro rata co-ownership in the complete item in the ratio mentioned in sentence 1 of this paragraph (5). We herewith accept this assignment. The last two sentences of paragraph (4) shall apply accordingly to the cases of this paragraph (5).
- (6) The customer shall keep our sole title or co-ownership in an item which has been created as described in the above paragraphs (4) and (5) for us free of charge.
- (7) The customer hereby assigns its claims against its customers for remuneration from resale of the reserved goods and those claims of the customer in respect of the reserved goods arising for any other reason against its customers or third parties (in particular claims from tortious acts and claims from insurance payments) including any outstanding balance receivable from current account to us as security; in the event that we have co-title in the reserved goods assignment shall refer to our pro rata co-ownership share. We herewith accept these assignments. The obligations of the customer stated in this paragraph (2) shall also apply accordingly to the assigned claims.
- (8) We hereby revocably authorize the customer to collect the claims assigned to us in its own name and on its own account on our behalf. This has no effect on our right to collect such claims ourselves. However, we will not collect such claims ourselves and will not revoke the customer's authorization to collect as long as the customer duly meets its payment obligations to us (and in particular does not fall into default with payment), as long an application has not been filed for insolvency proceedings in respect of the customer's assets and as long as the customer is not unable to perform (§ 321 (1) sentence 1 German Civil Code – *Bürgerliches Gesetzbuch*). If any of the aforementioned scenarios occurs, we may revoke the authorization to collect and may demand that the customer informs us of the claims assigned and the respective debtor, that it informs the respective debtors of the assignment (which we may also do at our discretion) and provides us with whatever documents and information/data we need to assert the claims.



- (9) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the customer's request.

9. Warranty for third-party property rights and copyrights of third parties

- (1) We warrant subject to this clause 9 that the goods are free from third party rights and copyright of third parties in the countries of the European Union and the countries in which we manufacture the goods or in which the goods are manufactured by third parties. Each party shall notify the other in writing without undue delay if claims are asserted against it owing to the infringement of such rights.
- (2) Claims of the customer for infringement of third-party property rights or copyrights of third parties are excluded if the infringement is attributable to an instruction/directive of the customer, a modification initiated by the customer or use of the goods by the customer in a manner which is inconsistent with the contract.
- (3) If the goods infringe an industrial property right or copyright of a third party, we will, at our discretion and at our expense, modify or replace the goods in such way that the rights of third parties are no longer infringed, but the goods continue to satisfy the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If we do manage to do this within a reasonable period, the customer may withdraw from the contract or reduce the purchase price appropriately.
- (4) In the event of infringements of third-party rights by products that we have sourced from other manufacturers or suppliers, we will either assert our warranty claims against such manufacturers and suppliers for the customer's account or assign them to the customer.
- (5) Claims for compensation shall only exist in accordance with clause 11 of these GTCS.

10. Warranty for defects

- (1) The customer's rights in respect of defects of quality and title (including incorrect delivery and insufficient quantities, faulty assembly or instructions) are subject to statutory requirements unless otherwise stated or qualified in these GTCS.
- (2) We only warrant that the goods have the quality expressly agreed upon by conclusion of the contract and are suitable for the use expressly agreed upon in the contract (e.g. in the product specifications or in the product description). We reserve the right to make changes to the construction and/or design that do not affect the functionality or value of the delivery item; such changes do not constitute a defect. Public statements, recommendations or advertising by us do not constitute an agreed quality of the goods. The customer is responsible for the suitability of the ordered goods and services for the customer's technical, structural and organizational conditions as well as the customer's purposes.
- (3) Unless the parties have expressly agreed that acceptance of the goods must take place, the customer has the obligation to inspect the goods delivered without undue delay after the delivery to the customer or a third-party recipient named by the customer and notify us of any defects without undue delay subject to §§ 377, 381 para. 2 German Commercial Code – *Handelsgesetzbuch*. In addition, the provisions of this clause 10 shall apply. § 442 German Civil Code – *Bürgerliches Gesetzbuch* remains unaffected.
- (4) The notification must be made in written/text form and, in the interest of time, by e-mail or fax. It shall be deemed to have been made without undue delay if it is sent within (aa) five (5) working days after delivery (§ 377 para. 1 German Commercial Code – *Handelsgesetzbuch*) or (bb) - if the defect was not apparent during the inspection during after delivery (§ 377 para. 2 and 3 German Commercial Code – *Handelsgesetzbuch*) - within three (3) working days after discovery of the defect.
- (5) The inspection after delivery must not be limited to external appearances and delivery papers. It must also adequately cover quality and functionality. In the case of goods intended for assembly, installation or other processing, the inspection must take place before these steps; the customer shall refrain from these steps in the event of defects being found.



- (6) If the customer does not carry out proper inspection or issue proper notice of defects, this will invalidate any warranty obligation or other liability which we may have in respect of the defect concerned. None of our statements, actions or omissions shall be construed as a waiver of the requirements and legal consequences of §§ 377, 381 (2) of the German Commercial Code – *Handelsgesetzbuch* and/or the provisions in this clause 10.
- (7) In the event of a defect, we shall be entitled and obliged, at our discretion and within a reasonable period, to remedy the defect (repair) or to deliver a defect-free item (replacement). The customer shall return replaced items to us in accordance with the statutory provisions.
- (8) If subsequent performance is impossible or has failed or if the customer has set a reasonable deadline for subsequent performance and such deadline has expired without success or if there is no statutory obligation to set a deadline, the customer may decide to either to withdraw from the contract or to reduce the purchase price. However, the customer may not withdraw from the contract if the defect is immaterial.
- (9) The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty; otherwise, the statutory provisions shall apply. A free right of termination (particularly not pursuant to §§ 650, 648 German Civil Code – *Bürgerliches Gesetzbuch*) is excluded.
- (10) We do not assume any warranty for defects that arise after the transfer of risk to the customer as a result of improper use not expressly provided for in the contract, faulty or negligent handling, improper storage, improper maintenance or non-observance of the instructions for processing and use, unsuitable operating materials/fuel, defective construction work(s), unsuitable subsoil conditions or special external influences. If the customer or third parties carry out improper maintenance work or modifications to the supplies and services, the corresponding consequences shall not be subject to our liability for defects.
- (11) We do not assume any warranty for natural and normal wear and tear. Wear parts are excluded from any liability for defects unless the customer proves that the cause of the damage or defect was not normal wear and tear.
- (12) Claims for damages shall only exist in accordance with clause 11 below.

11. Liability

- (1) Except in the following cases, we exclude any liability – irrespective of their legal basis, in particular for damages in lieu of or in addition to performance, damages for culpable breach of the duty of good faith and fair dealing during contract negotiations (doctrine of *culpa in contrahendo*), impossibility, delay, defects, damages in tort and damages for other direct or indirect loss:
 - a. we fraudulently concealed a defect;
 - b. we explicitly gave a guarantee for the properties and condition of the goods or accepted a procurement risk;
 - c. we or one of our legal or vicarious agents committed a willful or negligent breach of duty, which resulted in injury to life, body or health;
 - d. we or one of our legal or vicarious agents committed a willful or grossly negligent breach of duty, which resulted in other loss or damage;
 - e. loss or damage arises from the negligent breach of material contractual duties. Material contractual duties are duties which must necessarily be fulfilled to enable the proper performance of the contract, and on whose compliance the customer would usually rely and be entitled to rely. However, in such cases our liability shall be limited to the loss or damage that is typical for this type of contract and therefore was reasonably foreseeable for us at the time the contract was entered into;
 - f. we are strictly liable for loss or damage, which particularly includes liability under the German Product Liability Act (*Produkthaftungsgesetz*).
- (2) With the exception of cases in which we act intentionally (also in the case of fraudulent concealment of a defect) or we are strictly liable, we shall in no case be liable for indirect damages (e.g. loss of use, loss of production or loss of profit).
- (3) To the extent the above provisions exclude or limit our liability, such exclusion or limitation shall also apply to the personal liability of our governing bodies, legal agents, employees, and vicarious agents.



12. Limitation periods

- (1) Notwithstanding § 438 (1) no. 3 German Civil Code – *Bürgerliches Gesetzbuch*, the limitation period for all claims – including non-contractual claims – claims due to material defects and defects in title shall be twelve (12) months from delivery. This does not apply in case of intentional or grossly negligent breach of duty, for damages resulting from injury to life, body or health, in case of fraudulent concealment of a defect and/or in cases of strict liability; such cases and the cases described in this paragraph (4) below shall be subject to the applicable statutory limitation periods.
- (2) Delivery means the handover of the goods in question to the customer, or a third party named by the customer. If the parties have agreed that the goods have to undergo acceptance, the limitation period begins on acceptance.
- (3) If parts of the supplies and services have to be repaired or replaced during the warranty period, the warranty period for the affected part of the supplies shall be extended by another 12 months but shall be limited to 24 months after completion of the affected supplies and/or services.
- (4) If the goods consist of a building or of an object which, in being used for its usual purpose, has been incorporated in a building and has caused the building to be defective, the limitation period provided for by statute § 438 (1) no. 2 German Civil Code – *Bürgerliches Gesetzbuch* shall apply. Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, § 444, as well as § 478 para. 2 in conjunction with § 445b German Civil Code – *Bürgerliches Gesetzbuch*) shall also remain unaffected.

13. Force majeure; delivery

- (1) We shall not be liable for impossibility or delay insofar as they are due to force majeure or other events beyond our control which were not foreseeable at the time the contract was entered into (e.g. disruptions to operation of any kind, fire, natural disasters, epidemic, pandemic, weather events, floods, war, riots, acts of terrorism, transport delays, strikes, lawful lockouts, a shortage of workers, energy or raw materials, delays in the issue of requisite regulatory approvals, regulatory action/sovereign acts).
- (2) Failure by our suppliers to supply us on time and correctly, shall constitute such an event if we are not at fault for the failure and a corresponding supply commitment with our supplier was in place at the time the contract with the customer was entered into by us. The same shall apply when we conclude a supply commitment with our supplier immediately after conclusion of the contract with the customer.
- (3) If we become aware of an event within the meaning of this paragraph (1) or (2), we shall inform the customer immediately. Our Delivery Periods shall be automatically extended/postponed by the duration of the event, plus a reasonable time for resuming work. We also have the right to rescind from the contract if such events make it substantially more difficult or impossible for us to render performance and they are not merely temporary in nature.
- (4) Delivery Periods shall be automatically extended by a reasonable time if the customer fails to comply with its contractual obligations (including unwritten duties to cooperate – *ungeschriebene Mitwirkungspflichten*) or is in breach of any condition thereunder. In particular, the customer is responsible for ensuring that we timely and in the right format receive any and all documents, information and items to be provided by the customer and, if applicable, that technical, construction-related, staff and organizational requirements for the agreed assembly of products at the customer's premises or for similar services are met.
- (5) We are entitled to render part performance, if (a) part performance is suitable for the customer within the contractually intended use, (b) rendering of the remaining performance is secured and (c) the customer does not face significant additional costs and we agree to bear such cost.
- (6) This shall not affect our statutory rights, particularly rights concerning exclusion of our duty to perform (e.g. because performance is impossible or because we cannot reasonably be expected to perform and/or subsequent performance) and rights regarding default on the part of the customer in respect of acceptance or performance.
- (7) If we are in default of delivery or if it becomes impossible for us, for whatever reason, our liability for damages shall be limited pursuant to clause 11 above.



- (8) If performance of a material part of one party's contractual obligations is prevented by a force majeure event, of which it has given notice to the other Party, for a continuous period of four (4) months or more than six (6) months within a 12 months period due to the same notified force majeure event, either party may terminate the contract in writing with immediate effect.
- (9) To the extent not already paid by the customer, in the event of such termination, the customer shall, upon receipt of an appropriate invoice, pay to us (a) the amounts due for all goods/supplies and services provided under the contract and (b) the cost - including transportation costs - of equipment and materials either ordered for the goods/supplies and services and delivered to us or which the customer is obligated to accept; such goods/supplies and services shall become the customer's property upon payment by the customer; and (c) any other costs incurred as a direct result of such termination, such as cancellation charges claimed by subcontractors.

14. Export control

- (1) If the customer passes on goods delivered or services rendered by us to third parties, he shall be obliged to comply with all applicable national and international (re-)export control regulations. In the event of such transfer of goods and services, the customer shall comply with the (re-)export control regulations applicable in the Federal Republic of Germany, the European Union and the United States of America.
- (2) Prior to any transfer of goods and services to third parties, the customer shall take appropriate measures to particularly verify and ensure that (a) such transfer as well as the procurement of contracts for such goods and services do not violate any embargo imposed by the European Union, the United States of America and/or the United Nations; (b) the provisions of all applicable sanctions lists of the European Union and the United States of America concerning trade with companies, persons and organizations listed therein are complied with.
- (3) The effectiveness and execution of the contract between us and our customer is subject to the condition that all necessary export licenses (if required) are granted and/or that there are no other obstacles due to applicable national and international (re-)export control regulations which we as exporter or shipper or our subcontractors have to comply with.
- (4) We shall not be in default if we are prevented from timely delivery by an application or approval procedure under foreign trade law. In this case, the agreed Delivery Period shall be reasonably extended by the duration of the delay caused by this procedure and other possible legal remedies. If the competent authorities do not issue the necessary foreign trade clearances or other approvals or if there are legal obstacles to the performance of the contract due to foreign trade measures or embargo measures to be observed by us, we shall be entitled to withdraw from the contract or individual delivery obligations. In this case, any claims such as compensation for damages are excluded.



15. Place of jurisdiction, applicable law

- (1) These GTCS and our contractual relations with the customer are governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. Any claims of a non-contractual nature in connection with these GTCS or the contractual relationship shall also be subject exclusively to the laws of the Federal Republic of Germany.
- (2) If the customer is a merchant within the meaning of the German Commercial Code - *Handelsgesetzbuch*, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of exclusive - and international - jurisdiction for any and all disputes arising directly or indirectly from these GTCS or the contractual relationship between us and the customer or in connection therewith shall be our registered office in Hasselroth-Gondsroth. The same shall apply if the customer is an entrepreneur within the meaning of § 14 German Civil Code - *Bürgerliches Gesetzbuch*. However, we may also sue the customer in the place of performance pursuant to these GTCS or a prior individual agreement, or at the customer's general place of jurisdiction.
- (3) Mandatory statutory provisions governing exclusive places of jurisdiction shall remain unaffected.

16. Severability clause

- (1) If contractual provisions including these GTCS do not become integral part of the contract or are or become void, invalid or unenforceable, whether in whole or in part, the validity of the remaining provisions shall remain unaffected.
- (2) Insofar as provisions of these GTCS do not become integral part of the contract or are or become void or invalid, the content of the contract shall primarily be governed by the statutory provisions (Section 306 (2) German Civil Code - *Bürgerliches Gesetzbuch*). However, if no suitable statutory provisions exist for this purpose, the parties shall agree - subject to the possibility and priority of a supplementary interpretation of the contract - on effective provisions reflecting the intended economic purpose and the meaning and purpose of the provisions which have not become integral part of the contract or which are void or ineffective. The legal consequence of sentence 2 shall also apply mutatis mutandis to contractual provisions which are unenforceable.
- (3) If the contract including these GTCS proves to be incomplete for reasons other than those mentioned in this paragraph (1) (in particular due to the absence of provisions, e.g. due to overlooking points requiring provisions), the parties shall agree on effective provisions reflecting the intended economic purpose of the contract - subject to the possibility and priority of a supplementary interpretation of the contract.

