



# GENERAL TERMS

General Terms and Conditions of Sale,  
Delivery and Payment [March 2019]

# General Terms

## Translation of the German original version

### Article 1 General information, validity of the conditions

- [1] These General Sales Conditions of HAINBUCH GmbH Spannende Technik [»We«] apply for all our business relations with our customers [»Purchaser«]. The General Sales Conditions only apply if the Purchaser is a merchant [Article 14 of German Civil Code], a legal entity under public law or a special fund under public law.
- [2] The General Sales Conditions apply particularly for contracts for the sale and/or delivery of movable property [»Goods«] without regard to whether we manufacture the goods ourselves or purchase them from suppliers [Articles 433, 651 of Germany Civil Code]. Insofar as nothing different has been agreed upon, the General Sales Conditions in the applicable version and/or version last communicated to the Purchaser at the time that the order is placed shall also apply as a framework agreement for similar future contracts without the requirement that we specifically refer to them in each individual case.
- [3] Our General Sales Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Purchaser [including pre-formulated regulations of the Purchaser, such as quality requirements or for documentation of the Goods] only become a component of the contract if and to the extent that they have expressly approved their validity. This requirement for approval always applies - even if, for instance, we provide delivery in awareness of the general terms and conditions of the Purchaser without reservation.
- [4] Individual agreements reached with the Purchaser in each individual case [including side agreements, supplements and amendments] shall take priority over these General Sales Conditions.
- [5] References to the validity of legal regulations are only provided for purposes of clarification. Therefore, even without such clarification, the legal regulations shall only

## General Terms

apply to the extent that they are not directly changed or expressly excluded in these General Sales Conditions.

### Article 2 Offers and conclusion of contract

[1] Our offers are subject to change and non-binding. This also applies if we have provided the Purchaser with catalogs, technical documents [e.g. drawings, plans, calculations, references to DIN standards], other product descriptions or documentation - including in electronic form - to which we own the property rights and copyrights.

[2] We reserve all property rights and copyrights to the offers and cost estimates, as well as brochures, catalogs, models, tools, technical documentation [e.g. drawings, plans, figures, calculations, references to Din standards], other product descriptions and/or other documents [including in electronic form] that we have provided to the Purchaser.

The Purchaser may not make these items or contents thereof accessible to third parties, disclose said contents to third parties, or use or duplicate said content themselves or via third parties without our express approval. On request, the Purchaser must return these items in their entirety and destroy any copies that have been produced, if they are no longer required by the Purchaser in the normal course of business, or if negotiations do not result in the conclusion of a contract.

[3] The Purchaser is obligated to carefully review the descriptions of our performances for correctness and utility. This applies particularly for project offers in which we have made assumptions on which our calculation and performance description are based. If our assumptions do not apply, the Purchaser must inform us so that we can correct our description.

[4] The ordering of Goods by the Purchaser applies as a binding offer of contract. Insofar as nothing different is indicated in the order, we are entitled to accept this offer of contract within 14 days after receipt.

## General Terms

- [5] The acceptance can be declared either in writing [e.g. with an order confirmation] or with delivery of the Goods to the Purchaser.

### Article 3 Delivery period and default

- [1] Delivery periods and dates are agreed upon with the Purchaser on an individual basis and/or declared by us with acceptance of the order.

Insofar as nothing different has been agreed upon, delivery periods do not begin until full clarification of all details by the contractual parties and, in particular, require the timely and proper fulfillment of the duties and obligations of the Purchaser, such as obtaining the necessary official certification and/or approvals and other confirmations [including approval drawings and machine data] and/or the provision of a payment.

- [2] Delivery periods or dates apply have been adhered to if the delivery item has left our factory by the applicable time, if the Purchaser has collected the delivery item or if readiness for shipment has been communicated to the Purchaser. Insofar as acceptance must take place - except for in the case of an entitled refusal of acceptance - the acceptance date is authoritative; if there is a delay in acceptance for which we are not responsible, the date of the notification of readiness for acceptance is authoritative.

- [3] Insofar as we are unable to keep binding delivery dates for reasons for which we are not responsible [unavailability of the performance], we shall immediately notify the Purchaser of the situation and indicate a new estimated delivery period at the same time. If the performance is not available within the new delivery period, we are entitled to withdraw partly or wholly from the contract; service in return that has already been provided by the Purchaser shall be reimbursed immediately. The unavailability of the performance in this sense applies particularly in the event of delayed delivery by our suppliers applies, if we have not completed a congruent covering transaction, neither

## General Terms

we nor our suppliers are responsible, or if we not obligated to procurement in the individual case.

- [4] The beginning of our delivery default shall be based on the applicable statutory regulations. In this case, however, a reminder from the Purchaser is required. If we enter into delivery default, the Purchaser shall be entitled to withdraw from the contract and, insofar as they have incurred damages, demand a flat charge as compensation for damages after a prior written threat of recourse. The flat charge as compensation for damages is equal to 0.5% of the net price [delivery value] for each completed calendar week of default; however it is limited to a total amount no higher than 5% of the delivery value of the goods in delivery default. We reserve the right to prove that the Purchaser has not incurred any damages or significantly lower damages than the aforementioned flat charge. The flat charge must be credited against the default damages to be paid by us.
- [5] In the case of default in acceptance, the Purchaser must compensate us for the resulting damages. This does not apply if the Purchaser is not responsible for the breach of duty. In this case, the assumption of costs of the Purchaser is limited to the costs incurred by us for storage of the delivery items. After the unsuccessful lapse of a grace period for acceptance, we are also entitled to make ulterior use of the delivery item and to supply the Purchaser within a reasonable extended period.
- [6] Serious events, such as *force majeure*, labor disputes, unrest, acts of war or terrorism, for which we are not responsible and significantly impede us in provision of the performance or make said performance impossible, shall liberate us from our duties of performance for the duration of the disturbance and in the scope of their effect, even if we should be in default. We shall notify the Purchaser immediately in case of such events. If the duration of the obstruction is not merely temporary, both contractual parties shall be entitled to withdraw from the contract. In this case, performances already provided must be returned immediately.

## General Terms

- [7] The rights of the Purchaser in accordance with Article 10 of these General Sales Conditions, particularly with an exclusion of the duty of performance [e.g. due to impossibility or unreasonableness of the performance and/or subsequent fulfillment], shall remain unaffected.

### Article 4 Delivery, transfer of risk, acceptance, default in acceptance, assembly, technical changes, decisional authority

- [1] Delivery takes place ex works, which is also the place of fulfillment for the delivery and any potential subsequent fulfillment. At the request and expense of the Purchaser, the goods shall be sent to a different destination [sale by delivery to a place other than the place of performance]. Insofar as nothing different has been agreed upon, we are entitled to determine the type of shipment and manner of delivery [particularly the transport company, shipment route, packaging]. However, we do not accept any guarantee for the least expensive type of shipment and packaging.
- [2] Insofar as the Purchaser the packaging used for the transport to us in accordance with the packaging regulation, the Purchaser shall bear the costs for the return transport and recycling.
- [3] If clauses customary for the branch are agreed upon for the type of delivery, the guidelines of the »International Chamber of Commerce, Paris« in the version valid on the day of conclusion of contract shall apply for the interpretation.
- [4] We are entitled to make partial deliveries and partial performances if it is reasonable for the Purchaser.
- [5] We are entitled to issue sub-contracts for the implementation of deliveries and other services.

## General Terms

[6] We are entitled, but not obligated to insure deliveries at the Purchaser's expense against theft, machine damage, fire damage, water damage, and insurable risks, if the Purchaser has not verifiably obtained appropriate insurance coverage itself.

[7] The risk of accidental loss or accidental deterioration of the Goods, in that case passes over to the ordering party at the time of default of acceptance. However, with a sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods, as well as the risk of delay transfers with the handover of the Goods to the shipping company, freight carrier or other person or establishment assigned to carry out the shipment. Insofar as acceptance has been agreed upon, it is authoritative for the transfer of risk. The legal regulations of the laws applicable to works and services also apply for an agreed acceptance for the remainder. The transfer and/or acceptance apply regardless of whether the Purchaser is in default of acceptance.

[8] If the Purchaser should enter into default of acceptance or fails to cooperate, or our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for damages incurred as a result, including additional expenses [e.g. storage costs]. We charge a flat rate for reimbursement amounting to € 250 per calendar day, beginning with the delivery period or - for lack of a delivery period - with the notification of readiness of the Goods for delivery.

Our right to prove that the amount of damages incurred is higher and our claims under statutory law [particularly to reimbursement for additional expenses, reasonable reimbursement and cancellation] remain unaffected; however the flat rate should be offset against further monetary claims. The Purchaser reserves the right to prove that we have not incurred any damages or significantly lower damages than the aforementioned flat rate.

[9] The Purchaser shall be obligated to accept the objects delivered, even if they show minor defects, without prejudice to their warranty rights.

## General Terms

- [10] Insofar as we are obligated to provide assembly, the Purchaser must ensure that the assembly can begin within 14 days after delivery and can be carried out uninterrupted. The Purchaser is obligated to provide the necessary company-internal transport equipment as well as electricity, water, etc. free of charge.
- [11] In the interest of continuous improvement, we reserve the right to make technical changes to our products - even after the conclusion of contract - if the technical functions are not impaired as a result of this is customary for the industry and if this is reasonable for the Purchaser.
- [12] The Purchaser is not entitled to any decisional authority over our employees or vicarious agents. The decisional authority of the Purchaser in the scope of service or work contracts can only be exercised towards one of our legal representatives or a person designated as an authorized representative for this purpose.

### Article 5 Prices

- [1] Insofar as nothing different has been agreed upon in the individual case, our respective applicable current prices in euro [€] at the time of the conclusion of contract shall apply ex works, plus the statutorily prescribed value-added tax.

All additional costs [particularly costs for transport, packaging, customs, taxes, official fees or assembly] will be billed separately.

- [2] Insofar as the agreed prices are based on our list prices and the delivery does not take place until more than four [4] months after the conclusion of contract, our list prices that are valid at the time of delivery shall apply [less a percentage or fixed discount agreed upon in each case].
- [3] With sale by delivery to a place other than the place of performance [Article 4, Section 1], the Purchaser shall bear the transport costs ex warehouse and the costs of transport insurance desired by the Purchaser, if applicable.



## General Terms

- [4] If a delay of the shipment should occur at the request of the purchaser, the Purchaser shall bear the associated costs, which will also be billed separately.

### Article 6 Payment conditions

- [1] Payment is due within 14 days of invoicing and delivery and/or acceptance of the Goods. However, we are entitled at any time in the scope of a current business relationship to provide delivery against partial advance payment or advance payment in full. We shall declare a corresponding reservation with the order confirmation at the latest.
- [2] The deduction of a discount requires a special written agreement.
- [3] With unpaid invoices, payments of the purchaser shall apply to cover the oldest due claim in each case.
- [4] If the Purchaser should fail to fulfill their payment obligations, we shall be entitled to demand immediate payment of the all remaining outstanding claims, even if we have received a check or bill of exchange. In this case, we are also entitled to refuse the deliveries and services to which we are still obligated until the Purchaser has provided service in return or has provided sufficient collateral to cover the outstanding deliveries and services.
- [5] The Purchaser enters into default with the lapse of the preceding payment period. The interest on the purchase prices at the respective statutorily prescribed rate accrues during the default. We reserve the right to assert further damages for default. Our claim to commercial default interest [Article 353 of German Commercial Code] from merchants remains unaffected.
- [6] The Purchaser is only entitled to offsetting or retention rights insofar as their claim has been ruled as legally valid or it is undisputed. In case of defects of delivery, the

## General Terms

opposing rights of the Purchaser, particularly in accordance with Article 9 Section 6 Clause 2 of these General Sales Conditions, shall remain unaffected.

- [7] Should it become recognizable after the conclusion of contract [e.g. with a petition for the initiation of insolvency proceedings] that our claim to the purchase price is endangered due to insufficient ability to pay on the part of the Purchaser, we shall be entitled to withdraw from the contract in accordance with the statutory regulations on refusal to pay and - if applicable - the lapse of a grace period [Article 321 of German Civil Code]. With contracts on the production of unique items [custom-made items], we can declare the withdrawal immediately; the statutory regulations on the expendability of the grace period remain unaffected.

### Article 7 Acceptance

- [1] If acceptance has been agreed upon, the statutory regulations of the laws applicable to works and services shall apply accordingly, insofar as nothing different is specified below.
- [2] Partial acceptances must take place at our request for individual separable components that can be used independently or for components on which other performances are built if the components to be accepted can be inspected separately. If all components are accepted, the last partial acceptance applies as the final acceptance.
- [3] A partial or final acceptance applies as declared no later than the end of a grace period set by us in writing after delivery of the performance, if the Purchaser fails to refuse the acceptance in writing and specify the reasons [deemed acceptance].

## General Terms

### Article 8 Retention of title

- [1] We reserve the title to the Goods until payment in full of all claims from our current business relationship.
- [2] The Purchaser is obligated to handle the goods subject to retention of title with care. They may not sell, pledge or assign the goods as collateral. In the case of pledging or seizure or other dispositions by third parties, the Purchaser must notify the third party of our ownership of the Goods and immediately inform us in writing.
- [3] The retention of title also extends to the products arising from the processing, mixture or combination of our Goods, for entire value, wherein we apply as the manufacturer. If, as a result of the processing, mixture or combination of our Goods with the goods of third parties subject to retention of title, we shall obtain co-ownership proportionate to the invoice value of the Goods that have been processed, mixed or combined. For the remainder, the same applies for the resulting product as for the Goods delivered under retention of title.
- [4] In the case of a breach of contract on the part of the Purchaser, particularly with failure to pay a purchase price due for payment, we shall be entitled to withdraw from the contract in accordance with statutory regulations and/or demand return of the goods based on retention of title. The demand for a return of the Goods does not equate to a declaration of withdrawal; we are entitled to demand surrender of the goods and to reserve the right to withdrawal. If the Purchaser fails to pay the purchase price due for payment, we will only assert these rights if we have set a reasonable grace period for payment which has lapsed unsuccessfully or if such a grace period is expendable according to statutory regulations.
- [5] If the realizable value of the Goods subject to retention of title exceeds our claims by more than 10%, we shall release collateral of the Purchaser on request, with the choice of collateral being made according to our discretion.

## General Terms

### Article 9 Purchaser's claims for defects

If there are defects as to quality and defects of title associated with the delivery, then under exclusion of additional claims subject to Article 10, the Purchaser shall have the following rights arising from product defects:

#### A. Claims for material defects

[1] The statutory regulations apply, insofar as nothing different is specified below, for the rights of the Purchaser with claims for material defects [including incorrect or short deliveries, as well as improper assembly or deficient assembly instructions]. In all cases, the special statutory regulations with final delivery of the goods to a consumer remain unaffected [supplier's redress in accordance with Articles 478 and 479 of German Civil Code].

If the Goods delivered by us are used items or goods on loan, all warranty claims of the Purchaser are excluded.

[2] The basis of our liability for defects is the agreement on the condition of the goods, in particular. All product descriptions and the subject of the individual contract apply as an agreement on the condition of the goods; in this case it makes no difference whether the product description originated from the Purchaser, the manufacturer or from us.

[3] Insofar as the condition was not agreed upon, it must be determined whether there is a defect or not, in accordance with the applicable statutory regulations [Article 434, Section 1, Clause 2 and 3 of German Civil Code]. However, we assume no liability for public statements of the manufacturer or third parties [such as advertising claims].

[4] The Purchaser's claims for defects require that the Purchaser has fulfilled their statutorily prescribed duties to inspect and report defects [Article 377, 381 of German Commercial Code]. The obligation to examine the goods and make a complaint extends to operating manuals and installation manuals as well. If a defect becomes

## General Terms

apparent during inspection or at a later time, we must be notified of the defect immediately in writing. The notification applies as immediate if it is provided within two weeks, wherein punctual dispatch suffices to comply with the time limit. Regardless of this duty to inspect and notify, the Purchaser must provide written notification of obvious defects [including incorrect and short deliveries] within two weeks, wherein punctual dispatch also suffices to comply with the time limit in this case. If the Purchaser neglects to correctly inspect the Goods and/or fails to provide notification, our liability is excluded for the goods that have not been reported as defective.

- [5] If the delivered item is defective, we are first entitled to choose whether we provide subsequent fulfillment with elimination of the defect [subsequent improvement] or with delivery of an item free from defects [replacement delivery]. Our right to refuse subsequent fulfillment according to the statutory requirements remains unaffected.
- [6] We are entitled to make the owed subsequent fulfillment dependent on the payment in full of the purchase price by the Purchaser. However, the Purchaser is entitled to retain part of the purchase price proportionate to the defect.
- [7] The Purchaser must grant us the necessary time and opportunity for the owed subsequent fulfillment - particularly to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Purchaser must return the defective item to us in accordance with statutory regulations. Subsequent fulfillment does not include removal of the defective item or installation of the replaced item if we were not originally obligated to install the item.
- [8] We shall bear the expenses incurred for the purpose of inspection and subsequent fulfillment, particularly transport, labor and material expenses [not: removal and installation expenses], if there actually is a defect.

The Purchaser's claims for cost incurred due to correction of defects and/or for delivery of defect free objects, transport, labor and material expenses, are, however, excluded if the expenditures increase because the delivery item has subsequently been

## General Terms

transferred to a different location than the place of business of the ordering party, unless the transfer corresponds to its intended use.

If it is determined that there is not defect, we can demand payment from the Purchaser for the costs incurred from the unwarranted demands for rectification of defects [particularly inspection and transport expenses], unless it was not recognizable for the Purchaser that there was no defect.

[9] In urgent cases, such as the endangerment of operational safety or to protect against disproportionate damages, the Purchaser has the right to correct the defects on their own and to demand compensation for the objectively necessary expenditures incurred for this purpose. We must be notified immediately - in advance, if possible - of any such measures taken by the Purchaser. The Purchaser shall not have the right to take such corrective measures on their own if we would be entitled to refuse a corresponding subsequent fulfillment in accordance with statutory regulations.

[10] If the subsequent fulfillment is unsuccessful or a reasonable grace period to be granted by the Purchaser for the subsequent performance has passed unsuccessfully or is expendable according to statutory regulations, the Purchaser can withdraw from the contract or reduce the payment. However, there is not right to withdrawal for minor defects.

[11] Claims for material defects do not arise if the material defects are based on the specifications of the Purchaser;

furthermore, there are not claims for material defects in the following cases, insofar as we are not responsible: natural wear, unsuitable or improper use, faulty assembly and/or commissioning by the Purchaser or a third party, improper or negligent handling, improper maintenance and unsuitable operating materials, chemical, electrochemical or electrical influences.

## General Terms

- [12] If a defect is improperly corrected by the Purchaser or by a third party, we are not liable for the consequences. The same shall apply to changes made to the delivery item without our approval.
- [13] Claims of the Purchaser for damages and/or compensation for futile expenses only exist for material defects according to the measure of Article 10 and are excluded for the remainder.

### B. Defects of Title

- [14] If use of the delivery item violates industrial property rights or copyrights in Germany, then we will provide the Purchaser with the right to further use of the delivery item at our own expense or modify the delivery object in a manner that is reasonable for the Purchaser so that there is no longer a violation of property rights. If this is not possible under reasonable economic conditions or within an appropriate period of time, the ordering party is entitled to withdraw from the contract. Under the conditions specified above, we are also entitled also entitled to withdraw from the contract. In addition, we will indemnify the Purchaser from undisputed claims or legally valid claims of owners of the corresponding property rights.
- [15] The obligations specified under Article 9 B [14] are final subject to Article 10, Section 2 and 3 for the case of property right or copyright violations. They exist only if
- the Purchaser notifies us immediately of assertions of property right or copyright violations,
  - the Purchaser supports use in a reasonable scope in defense against the asserted claims or enables to execute the modification measures in accordance with Article 8 B. [14],
  - if all defense measures, including out-of-court settlement, remain reserved for us,

## General Terms

- the defect of title is not based on an instruction of the Purchaser, and
  - the legal violation was not caused by the Purchaser's unauthorized changes to the delivery item, or use of the delivery item in a manner not specified in the contract.
- [16] Insofar as we are not liable in accordance with Article 9 B., the Purchaser shall indemnify use from all claims of third parties.

### Article 10 Other liability, limitation of liability

- [1] Insofar as nothing different is specified in the these General Sales Conditions, including the provisions below, our liability for a breach of contractual and non-contractual duties is governed by the statutory regulations.
- [2] [a] We are liable for damages - regardless of the legal basis - in the scope of tortious liability in cases of intent and gross negligence. In cases of simple negligence, we are liable with reservation of a more lenient measure of liability in accordance with statutory regulations [e.g. for care in our own matters] only
- [i] for damages from injury to the life, limb or health,
  - [ii] for damages from a breach that is not minor of a significant contractual duty [significant contractual duties are such duties that must be fulfilled for the proper implementation of the contract and to which the Purchaser can expect observance]; in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damages.
- [b] The preceding limitations of liability apply in the same scope as for breaches of duty by and/or for the benefit of persons for whose guilt we are responsible in accordance with statutory regulations [particularly our governing body, legal representatives, employees and vicarious agents].



## General Terms

[c] However, the preceding limitations of liability do not apply if we maliciously conceal a defect or we have assumed a procurement risk or a guarantee for the condition of the Goods. Claims in accordance with the German Product Liability Act also remain unaffected.

- [3] The Purchaser can only withdraw or cancel the contract on the basis of a breach of duty in which there is no defect if we are responsible for the breach of duty. A free right of cancellation of the Purchaser [particularly in accordance with Articles 651, 649 of German Civil Code] is excluded. The statutory requirements and legal consequences apply for the remainder.

### Article 11 Limitation period

- [1] The general limitation period for claims based on material defects and defects of title is one year from the time of delivery. Insofar as an acceptance has been agreed upon, the limitation period begins with the acceptance.
- [2] However, if the Goods are a structure or an item that has been used for a structure according to its normal manner of use and is the cause of its deficiency, the period of limitation is five [5] years from the time of delivery in accordance with the statutory regulation.

Other special statutory regulations on the period of limitation remain unaffected [particularly Article 438, Section 1, No. 1, Section 3, Article 444, 479 of German Civil Code].

- [2] These periods of limitation also apply for contractual and non-contractual damage claims of the Purchaser that are based on a defect of the goods, unless the application of the normal statutory period of limitation [Article 195, 199 of German Civil Code] would result in a shorter period of limitation in the individual case.

## General Terms

However, these periods of limitation do not apply for damage claims of the Purchaser according to these General Sales Conditions. They also do not apply if we maliciously conceal a defect or have assumed a guarantee or a procurement risk. However, the Purchaser's damage claims in accordance with Article 10, Section 2, Clause 1 and Claus 2[a] and in accordance with the German Product Liability Act are only limited in accordance with the statutory limitation periods.

- [3] The statutory limitation periods for recourse claims of the Purchaser in accordance with Article 478 of German Civil Code and the limitation regulations according to the German Product Liability Act or other mandatory statutory liability conditions also remain unaffected.

### Article 12 Software usage

- [1] Insofar as software is included in the scope of supply, the Purchaser shall be granted a non-exclusive right to use the supplied software and its documentation. It is only handed over for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.
- [2] The Purchaser may only duplicate, revise, translate or convert from the object to the source code in the statutorily permissible scope [Article 69 a ff. of the German Copyright Act]. The Purchaser is obligated to refrain from removing or changing manufacturer specifications - particularly copyright references - without our prior consent.
- [3] We or the software provider reserve all other rights to the software and the documentation, including copies. Issuance of sub-licenses is not permitted.

## General Terms

### Article 13 Confidentiality

- [1] The Purchaser is obligated to maintain strict confidentiality with respect to all information, particularly plans, drawings and technical documentation that they have receive from us [commercial secrets] and to refrain from communicating said information to third parties. The Purchaser may not use, copy or duplicate said information or transfer, make accessible or communicate the contents of said information to third parties without our prior consent. This also applies if this documentation is not identified as confidential.
- [2] This duty of confidentiality does not apply to information that must be reported to authorities or other public officials or which is otherwise publicly accessible.
- [3] The Purchaser shall ensure that their employees, consultants, shareholders and other parties who learn these commercial secrets are obligated in writing to maintain confidentiality with respect to our commercial secrets in the scope described above.
- [4] These duties shall also apply after termination of the contractual relationship. They expire insofar as and to the extent that the information contained in the transferred documents has become known publicly.

### Article 14 Offsetting, right of retention, assignment

- [1] Offsetting with counterclaims of the Purchaser or the retention of payments based on such claims is only permitted insofar as and to the extent that the counterclaims are undisputed or have been determined to be legally valid.
- [2] The assignment of claims against us is excluded. This does not apply in the area of applicability of Article 354a of German Commercial Code.

## General Terms

### Article 15 Place of fulfillment and jurisdiction

- [1] For all rights and obligations resulting from our deliveries and services the domicile of our company in 71672 Marbach am Neckar, Germany shall be the place of performance for both parties.
- [2] If the Purchaser is a merchant in the sense of German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive and international court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the court responsible for the location of our registered office, 71672 Marbach, Germany. The same applies if the Purchaser is an entrepreneur in the sense of Article 14 of German Commercial code. However, we are entitled in all cases to file a suit in the place of fulfillment of the obligation to deliver in accordance with these General Sales Conditions and/or an individual side agreement having priority over these Conditions or in the general court of jurisdiction in the location of the Purchaser. Legal regulations that take priority, particularly for responsibilities to be excluded, remain unaffected.

### Article 16 Applicable, contractual language, German version

- [1] These General Sales Conditions and all legal relations between us and the Purchaser are subject to the law of the Federal Republic of Germany to the exclusion of all references to other legal systems and international conventions. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

Requirements and effects of the retention of title, on the other hand, are subject to the law of the respective location of the item if the choice in favor of German is not permissible or infeasible.

- [2] The contractual language is German.

## General Terms

- [3] Only the German version of these General Sales Conditions is binding; the English version is only provided for informational purposes.

### Article 17 Severability clause

- [1] If individual agreements in the scope of the collaboration with the Purchaser should be or become invalid, the validity of all other agreements shall remain unaffected.
- [2] If a provision of these General Sales Conditions should be or become invalid, the remaining provisions shall remain unaffected. The invalid provision must be replaced with a valid provision that comes as close as possible to fulfilling the purpose of the invalid provision.

[Version: March 2019]