

# HB-Feinmechanik GmbH Terms and Conditions of Sale

## General information

The following terms and conditions apply for all deliveries and services by HB-Feinmechanik GmbH, hereinafter also referred to as the 'Seller' or 'we', and to all our offers and contracts for deliveries to be made by us (hereinafter also referred to as 'goods' or 'product') and services, unless expressly agreed otherwise in writing. These terms and conditions shall apply to all contracts with entrepreneurs, legal entities under public law and special funds under public law, including for all our future declarations, offers and contracts, even if they are not expressly agreed again. The terms and conditions of business or purchase of the Purchaser (= 'client', 'customer', 'buyer'), which we do not expressly recognise in writing, are not binding for us in their entirety and do not form part of the contract, even if we do not expressly object to them and even if we perform the delivery/ service to the Purchaser without reservation. We do not recognise conflicting conditions even where we refer to letters from the contractual partner in which reference is made to his conditions. Our GTCs are deemed to be accepted on acceptance of the goods at the latest.

Additional, separate service conditions also apply for installation and repair work. For software, even if this is part of a product supplied by us, separate contractual conditions for the provision of software shall apply in addition.

## **1. Offer. Conclusion of contract. Determination of contractual obligations, etc.**

### 1.1

Our offers are always subject to alteration until a contract is concluded. If we state a price in an offer, this is our list price valid for supply on that day, unless we expressly state otherwise.

### 1.2

If the Purchaser requests a cost estimate, this shall be non-binding. Subject to an express agreement to the contrary, we shall be remunerated by the Purchaser for a cost estimate on a time and material basis where we are required first to decide on the appropriate manufacturing process ourselves, determine decision-making parameters, draw up performance specifications or must provide other planning and design services instead of the Purchaser, where we leave these work results to the Purchaser and he is able to use them for his own purposes, e.g. including obtaining offers from third parties.

### 1.3

Each quotation or cost estimate is a closed whole; the removal of individual elements or a change in the types, quantities or delivery locations requires our consent; freight costs quoted by us are always non-binding.

### 1.4

Dimensions, packing dimensions, weights, illustrations, simulation results and drawings are only binding for the execution if this is expressly confirmed in writing.

### 1.5

The quality of our deliveries or services shall be determined solely on the basis of the agreements expressly made in the contract. If an item is named in an offer or in a contract alone or also with our product and/or type designation, it is hereby stated that the quality owed by us is set out in our general product or type description valid for that item on the day our declaration is made and that this information is subject to the condition that the buyer complies with our operating, maintenance and repair instructions. Information on the supplied item (e.g. technical data, tolerances, dimensions, weights etc.) and its presentation are merely descriptions and labelling that are only binding if we expressly confirm this. Information provided by third parties, including in advertisements or other third-party publications, does not justify contractual fulfilment, warranty or compensation claims against us from any point of view.

## 1.6

If and to the extent that this does not affect the intended use or usability, the value is maintained or increased and the changes are reasonable for the Purchaser, we have the right to change the item or service supplied in relation to the sample, offer or contract description in order to improve our delivery or service in the sense of production or technical progress or because this results from customary deviations in weight, quantities, dimensions, material composition, material build, structure, surface or colour or due to the nature of the materials used.

1.7 We shall only assume assurances or guarantees for the quality of deliveries and services and for their procurement risk if and insofar as this has been expressly agreed in writing.

## 1.8

Unless expressly agreed otherwise, our obligations are in each case subject to the proviso that we ourselves are supplied correctly and on time from a congruent covering transaction concluded by us, including for preliminary and supplier products and also for raw materials, auxiliary materials and supplies or services of third parties that we require for our production or readiness to deliver. (= Trade clause: 'Subject to correct and timely self-delivery').

## 1.9

Insofar as we purchase goods or services that we use to fulfil our contractual obligations to our customers, we only carry out incoming goods inspections or other checks in our own interests and in accordance with our own requirements.

## 1.10

Contracts and performance requests, all amendments and supplements to these and all other agreements relating to a contract or its execution must be made in writing. We are authorised to use the electronic form or text form; in this case, the Purchaser is also entitled to make declarations in this way. Verbal agreements shall only be effective if they are immediately confirmed in writing by one of the parties. If a contractual document is not drawn up in writing, an order placed with us shall only become binding for us once we have confirmed it in writing. If we begin to perform a delivery or service without express written agreement or confirmation, a contractual relationship shall only be established when the delivery or service is performed in its entirety. Our obligation is conclusively described by the contract document signed by both parties or, if this does not exist, the contents of our order confirmation.

## 1.11

Drawings, drafts and other templates provided by us, regardless of whether they are originals or reproductions, are only provided on loan and remain our property; the relevant copyrights are reserved. They may not be used for other purposes, reproduced or made known to third parties and must be returned to us as soon as possible or if we so request. If the Purchaser is in breach of these obligations, he shall be fully liable to us in accordance with the statutory provisions.

## 1.12

We are entitled to store, process and use the data of our contractual partners in computerised form for our operational purposes and to pass it on, to the extent necessary, to third parties who grant us credit or insure our claims against the contractual partner.

## **2. Prices**

### 2.1

Our prices are quoted in EURO ex works excluding VAT, excluding other public levies on the delivery or movement of goods and excluding the costs of packaging, insurance, freight, assembly and excluding commissioning, unless expressly agreed otherwise in individual cases. The statutory value-added tax effective on the day of invoicing is added to the prices. The costs of any insurance agreed for transport or similar purposes shall be borne by the Purchaser, unless otherwise agreed. In the case of partial deliveries, each delivery may be invoiced separately.

### 2.2

If changes occur in the price basis (e.g. price increases in raw material, material, labour, transport or storage costs) on a delivery date that is four months after conclusion of the contract, we reserve the right to adjust the price accordingly after informing the Purchaser. We can only assert such a price increase within two months of the price increases occurring. The individual cost elements and their increase must be weighted appropriately when determining the new price. If individual cost elements increase while others decrease, this must also be taken into account in determining the new price.

### 2.3

Unless expressly agreed otherwise, we shall be entitled to demand advance payments for products that are not ready for shipment ex warehouse at the time of conclusion of the contract, namely one third of the order amount after receipt of the order confirmation and a further third after notification of readiness for shipment.

### 2.4

We can always invoice for deliveries or services we have already provided and make the payment claim due.

### 2.5

We are also entitled to offer the Purchaser the conclusion of a current account agreement whereby all mutual invoices are placed in an account held by us for the Purchaser and the Purchaser is sent a statement of account. Our offer shall be deemed accepted if the Purchaser does not notify us in writing of his rejection within one month of receipt of the first account statement at the latest.

### 2.6

Where we expressly refer to this in our statements of account, quantity and mass billings or balance confirmations, these shall be deemed to be recognised and binding for the mutual claims if the Purchaser does not raise objections in writing within four weeks of receipt.

## **3. Delivery. Services. Delays. Exercise of options by the Purchaser**

### 3.1

Delivery or performance periods are only binding if they have been agreed in writing. In cases of doubt, the delivery periods stated in the order confirmation shall apply. The period shall commence on conclusion of the contract, but not before fulfilment by the Purchaser of his existing obligations to cooperate, in particular submission of the documents to be provided by the Purchaser, his supplies of parts, approvals, releases or agreed advance payments or provision of other securities for the fulfilment of his contractual obligations. The agreed deadlines shall also be deemed to have been met by notification of readiness for shipment if the deliveries or services cannot be provided on time for reasons beyond our control.

### 3.2

If our failure to comply with the delivery or performance deadlines is due to force majeure or other disruptions beyond our control, e.g. war, terrorist attacks, import and export restrictions or labour disputes, including those affecting our suppliers, the agreed deadlines shall be extended accordingly, and even if we are in default at the time.

Should the disruption result in a delay of more than one month, we shall also have the right to withdraw from the supply contract in whole or in part.

### 3.3

If we fail to meet a binding delivery or performance deadline for reasons other than those stated in section 3.2 through breach of duty, the Purchaser may withdraw from the contract after having set us a reasonable deadline in writing and we have failed to meet it.

### 3.4

Further rights of the Purchaser arising from our default, in particular to further damages, are excluded to the extent specified in section 7, Liability.

### 3.5

We shall also be entitled to fulfil our contractual obligations by partial performances, provided that the obligation is divisible and the partial performance in question does not result in unreasonable burdens for the Purchaser or burdens that cannot be compensated by us.

### 3.6

If, due to a breach of contract by us, the Purchaser has the option of asserting claims for fulfilment, supplementary performance, withdrawal and/or compensation for damages or expenses, we may request him to exercise his rights within a reasonable period of time. If the Purchaser does not respond to this, he may only demand compensation in lieu of performance and/or declare withdrawal after a reasonable period to be set by him has expired without success.

## **4. Transfer of risk. Shipment and inspection and complaint obligations**

### 4.1

We owe our customer the handover or performance of services at our commercial establishment (= 'ex works') from which we concluded the contract. The risk of accidental loss and accidental deterioration of the goods passes to the Purchaser on handover.

### 4.2

If the goods are dispatched to another location at the Purchaser's request, the mode of shipment shall be at our discretion, unless otherwise specified by the Purchaser. Transport insurance shall only be taken out on the instructions and at the expense of the Purchaser. On dispatch, the risk passes to the forwarding agent, carrier or other person or organisation designated to carry out the shipment.

### 4.3

If the handover or shipment is delayed due to circumstances beyond our control, the risk shall pass to the Purchaser from the day of notification of readiness for handover or shipment.

### 4.4

The Purchaser must inspect the goods immediately on receipt, even if the delivery is not made to him but to a third party named by him. Notification of defects, shortages, incorrect delivery or other complaints must be given immediately they are discovered, initially by telephone or fax, so that we can inspect the goods ourselves and collect evidence. Defects and deviations that are obvious on receipt must be notified to us in such a way that we are informed no later than 48 hours after receipt of the goods. Further obligations of the merchant towards us pursuant to section 377 HGB and the obligation to notify the carrier of obvious transport damage and shortages on delivery shall remain unaffected.

## **5. Defects. Warranty. Statute of limitations**

### 5.1

If the item we deliver or the service we perform is defective and the Purchaser demands supplementary performance from us after proper fulfilment of his inspection and complaint obligations under section 377 HGB, we can choose whether we rectify the defect (rectification) or supply a defect-free item or service (replacement delivery). We will inform the Purchaser of our decision without delay. If we choose to rectify the defect, the faulty goods must be sent to us for repair. We shall bear or reimburse the costs of the cheapest outward and return shipment from/to the Purchaser's delivery address in Germany agreed for the original delivery of the products, labour and material costs and also any dismantling and installation costs in accordance with the statutory provisions if a defect actually exists; this provision shall apply analogously where we travel to rectify the defect. The Purchaser must give us or a third party selected by us the appropriate time and opportunity to carry out the warranty work. In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the Purchaser shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this purpose. We must be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not exist if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.

If we deliver a replacement, we may request that, at our discretion and at our expense, the Purchaser either disposes of or recycles the defective goods as well as possible, settles accounts with us and pays us the proceeds less his costs for recycling/disposal, provided that the Purchaser himself trades in such or similar goods or that recycling or disposal is reasonable for him for other reasons.

### 5.2

Claims for defects shall not exist where there is only insignificant deviation from the agreed quality or where there is only insignificant impairment of usability.

### 5.3

Our warranty obligation and liability shall lapse if our goods are modified – including by the installation of parts of third-party origin – unless the defect or damage is not causally related to the modifications, or if instructions for shipment, packaging, installation, handling, use, operation, maintenance or repair are not complied with, or if faulty assembly or commissioning or modifications or repair work are carried out by the Purchaser or third parties. In all cases, the special statutory provisions for final delivery of unprocessed goods to a consumer remain unaffected, even if the consumer has further processed them (supplier recourse pursuant to section 478 BGB). Claims arising from supplier recourse are excluded if the defective goods have been further processed by the Purchaser or another entrepreneur, e.g. by installation in another product.

### 5.4

Natural wear and tear is excluded from the warranty. We shall also not be liable for changes in the condition or manner of operation of our products arising from improper use, incorrect combination with other items, improper storage, unsuitable operating materials or climatic or other effects that are not assumed under the contract. The warranty does not extend to defects caused by design faults or the choice of unsuitable material where the Purchaser has specified such design or material despite our prior notification. We accept no liability for parts provided by the Purchaser.

### 5.5

If the Purchaser received no assembly instructions or instructions for use, if he received instructions that did not enable correct assembly, or if the instructions for use are faulty, his claims for material defects shall be limited to the supply of assembly instructions or instructions for use that are free of defects.

### 5.6

If the supplementary performance fails, the Purchaser may demand the rescission of the contract (withdrawal) or a lowering of the remuneration (reduction) in accordance with the statutory provisions; section 7 shall apply to claims for damages.

## 5.7

Further or other rights due to a defect than the claims regulated in this section 5 are excluded – subject to contractual or non-contractual claims for damages in accordance with section 7. However, if a defect is insignificant, the Purchaser's claim for damages in this respect shall not include the purchase price paid, but only the damage suffered by his assets due to the fact that the item is not free of defects.

## 5.8

If a notice of defects proves to be unjustified, we shall be entitled to charge the Purchaser for all expenses we incur as a result.

## 5.9

The limitation period for claims against us arising from or in connection with defects in our delivery or service or breach of contractual obligation shall commence with the delivery of purchased goods, and in other cases with the acceptance of our service. All these claims are subject to a limitation period of 24 months, or 12 months for goods that are not brand new. For claims arising from injury to life, limb, health or freedom, from fraudulent concealment of a defect, from a guarantee for the quality of the item or because a third party can demand the return of the item from the Purchaser on the basis of a right in rem, or if the contractual relationship concerns buildings or items for buildings within the meaning of section 438 (1) no. 2 BGB or claims arising from construction defects within the meaning of section 634a BGB are asserted, the statutory limitation periods shall not apply, but rather the statutory limitation provisions shall apply. Other special statutory provisions on the statute of limitations (in particular section 438 (1) no. 1, (3) and sections 444, 445b BGB) also remain unaffected.

## 5.10

The limitation period shall be suspended for the duration of time required for supplementary performance. It does not start again afresh.

## 5.11

The provisions of this section shall apply accordingly to defects of title (that are not based on the infringement of industrial property rights or copyrights of third parties) and in the event that we have delivered or performed something else or less than owed.

## **6. Property rights. Intangible rights**

### 6.1

Unless expressly agreed otherwise in the contract, we are only obliged to deliver the goods free of industrial property rights and copyrights in the country of the place of delivery.

### 6.2

If it is part of our contractual obligation to supply software with the goods and if a separate software licence agreement is not concluded, the Purchaser shall gain the right to use the supplied software exclusively in conjunction with these goods for his business for the duration of the period of use of the goods. The making of program copies or any other transfer or granting of rights to third parties or any intervention in the software is not permitted. All exploitation rights remain to us.

### 6.3

If our goods infringe an industrial property right or copyright or if this is alleged, we shall be entitled, at our discretion, either to purchase a licence for the infringing goods for the Purchaser or to modify the goods in such a way that they no longer infringe the industrial property right or copyright, or to replace it with a similar product that no longer infringes the property right or copyright. The Purchaser shall provide us with the goods and software for this purpose at our request and at our expense.

### 6.4

We shall not be liable if an item was manufactured in accordance with the Purchaser's specification or if the alleged infringement of the property right or copyright results from use in conjunction with another item not originating from us or if the item is used in a way that we could not foresee.

6.5

We alone are authorised but not obliged to assert or defend industrial property rights or copyrights for our goods.

6.6

We shall only be liable for claims arising from the infringement of industrial property rights and copyrights if the industrial property right or copyright is not owned by the Purchaser or by a company in which the Purchaser directly or indirectly holds a majority of the capital or voting rights, the Purchaser informs us immediately of any risks of infringement and alleged cases of infringement of which he becomes aware and, at our request, allows us to conduct legal disputes (including out of court) and, in the case of industrial property rights, at least one industrial property right from the industrial property right family has been published either by the European Patent Office or in one of the following countries: the Federal Republic of Germany, France, United Kingdom, Austria or the USA.

6.7

If the Purchaser resells the goods, he is obliged to enter into agreements with his buyer that correspond to this section 6 and from which we are directly authorised (contract in favour of third parties).

6.8

Sections 6.1 to 6.7 conclusively regulate liability for freedom from industrial property rights and copyrights and also apply accordingly for our services.

## **7. Other liability**

7.1

Unless otherwise stated in these terms and conditions of delivery, including the following provisions, we shall be liable in the event of a breach of contractual or non-contractual obligations in accordance with the statutory provisions.

7.2

We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of wilful intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, limb or health,

b) for damages arising from the breach of an essential contractual obligation (an obligation the fulfilment of which is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

7.3

The limitations of liability resulting from para. 2 shall also apply in the event of breaches of duty by or in favour of persons for whose fault we are responsible in accordance with the statutory provisions. They shall not apply where we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Purchaser under the Product Liability Act (Produkthaftungsgesetz).

7.4

The buyer may only withdraw from or cancel the contract due to a breach of duty that does not consist in a defect if we are responsible for the breach of duty. A free right of cancellation of the Purchaser (in particular pursuant to sections 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

7.5

A change in the burden of proof to the detriment of the Purchaser is not associated with the above provisions.

## **8. Retention of title**

### 8.1

The goods shall remain our property until all our own claims to which we are unconditionally or conditionally entitled against the Purchaser at the time of maturity of their (purchase) price have been paid and/or all bills of exchange, cheques or other documents given to us by the Purchaser for payment have been honoured and such amounts have been definitively credited to us. In the case of current accounts, the reserved property shall be deemed security for our balance claim. The inclusion of individual claims in a current account and the balancing and recognition thereof shall not affect the retention of title. The transfer of ownership from us to the Purchaser is in no case dependent on the Purchaser fulfilling claims of a third party that we are entitled to assert or offset against him.

### 8.2

Until payment has been made in full, the Purchaser is obliged to treat our goods and to keep them safe as the direct owner in such a way that they are recognisable as our property. The Purchaser shall keep the property for us free of charge. The same applies to items in which we have co-ownership.

The Purchaser is obliged to insure our property in his possession against damage to the extent to which he has insured his own property and to provide us with all information and documents necessary for us to enforce our rights.

### 8.3

The Purchaser shall only be entitled to resell, further process or install goods that are still our property or in which we have co-ownership in accordance with the following provisions and only if the aforementioned claims are actually transferred to us: The Purchaser is entitled to resell the reserved goods in the normal course of business, but is not permitted to pledge them or assign them as security.

Processing or remodelling of reserved goods shall always be carried out for us as the manufacturer and we shall acquire ownership of the new item, but without any obligation for us. If our ownership lapses through processing, combining, blending or mixing with items that do not belong to us, it is hereby agreed that we shall acquire co-ownership of the new unitary item in proportion to the ratio of the invoice value of our reserved goods to the invoice value of the new item overall.

The Purchaser's powers granted above shall end if the Purchaser does not fulfil his obligations to us in due time, if he becomes insolvent, if he suspends his payments or if insolvency proceedings are instituted against his assets.

### 8.4

The Purchaser hereby assigns to us the claims of the Purchaser from a resale of the reserved goods or the item in which we have (co-)ownership; we accept these assignments. These assignments of claims shall in each case cover the entire claim insofar as its amount is less than or equal to our outstanding claim; otherwise this assignment shall only cover the first-ranking partial amount of this claim of the Purchaser to the amount of our outstanding claim.

Notwithstanding our own right to collection, the Purchaser is conditionally authorised to collect the claims assigned to us from the debtors in his name. This authorisation of the Purchaser shall end automatically (occurrence of condition) if the Purchaser is over-indebted or suspends payments or if he or a third party institutes insolvency proceedings against the Purchaser's assets.

At our request, the Purchaser must provide us with the information necessary for us to collect the assigned claims and provide us with all documents relating to these claims in the original or for inspection, in particular to name the debtors by name, with full address, stating the amount and the reason for their debt and to inform the debtors of the assignment.

### 8.5

Without prejudice to other rights, we are entitled to revoke all authorisations of the Purchaser mentioned in this section to determine our property or our rights if the Purchaser culpably violates contractual obligations despite a reminder or if we have indications that give us reason to assume that the Purchaser has fallen into financial collapse or is threatening to do so and the Purchaser does not immediately provide credible evidence of his continued solvency.



8.6

The Purchaser must inform us immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned to us in advance, handing over the documents necessary for an intervention.

8.7

In the event of default in payment or any other culpable breach of contractual obligations by the Purchaser, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods to which we retain title or co-ownership.

8.8

We undertake to release the securities to which we are entitled in accordance with the above-stated provisions at the Purchaser's request at our discretion to the extent that their value exceeds the claims to be secured by 15% or more in accordance with our list prices applicable to this customer at this time.

## **9. Payments. Offsetting. Due dates**

9.1

Unless otherwise agreed in writing or in the case of section 2.4, we shall issue our invoice together with the delivery and the Purchaser shall owe us payment within 10 days of the invoice date with no deductions. After expiry of this period, the Purchaser shall be in default. However, we also have the right to make supply subject to concurrent payment on delivery (at our discretion also by cash on delivery or direct debit); section 2.4 remains unaffected.

9.2

Payments must be made to us in cash or by bank transfer to the account specified by us in the invoice. Discounts granted by us are calculated from the invoice date.

9.3

Settlement of invoices by bill of exchange or cheque shall only be on account of performance and shall require a separate agreement. Discount charges, exchange charges and costs shall be calculated from the due date of the invoice amount and shall be borne by the Purchaser. The risks and costs associated with the transmission of the invoice amount shall be borne by the Purchaser.

9.4

If the Purchaser culpably defaults on payment, we shall be entitled to charge interest on arrears in the amount of the credit costs to be paid by us or at a rate of 9 percentage points above the respective base interest rate, but at least amounting to 9%. Costs, including legal fees, incurred by us in the collection of our claims shall be borne by the Purchaser. Our right to assert a further or statutory claim for damages remains unaffected. In the event of culpable default of payment by the Purchaser, we shall always be entitled to cancel payment terms granted and to declare the entire remaining debt from the business relationship due for payment and to demand immediate cash payment and also to revoke discounts, even if these are not openly stated in the order/contract or on the invoice, along with other agreed benefits. This right is not excluded by a deferral or by the acceptance of cheques or bills of exchange. Furthermore, we are authorised to perform outstanding deliveries only against advance payment or against the provision of securities. Our rights under section 321 BGB (plea of uncertainty) remain unaffected in any case and we are already entitled to them if the Purchaser is culpably in default of payment to us from this or another transaction.

9.5

Offsetting against our claims is only permissible with the Purchaser's own claims where these are undisputed or have been legally established or to which the Purchaser is entitled according to his conclusive substantiated assertion from the transaction for which we are asserting our respective claim. No right of retention from earlier or other transactions than the contractual relationship in question can be asserted. The assignment of claims requires our written consent. We are authorised to offset payments against the oldest due claim.

9.7

If the Purchaser suffers financial collapse (= over-indebtedness, insolvency or imminent insolvency) and an application is therefore made to open insolvency proceedings against his assets, all our claims against him shall be deemed due and unconditionally payable at the time the insolvency application is filed, even if the claims are old, subject to a condition subsequent or subject to a condition precedent.

Insofar as we have claims against the Purchaser at that time that are not for money or the monetary amount of which is undetermined or uncertain, we shall be entitled, at our reasonable discretion, to quantify the monetary amount owed to us and to demand this.

9.8

If insolvency proceedings are instituted against the assets of the Purchaser, we shall also be entitled to offset against his claims any claims to which we are entitled that are still conditional or not yet due. Insofar as claims against the Purchaser at that time are not for money or the monetary amount of which is undetermined or uncertain, we shall be entitled, at our reasonable discretion, to quantify the monetary amount owed to us.

**10. Place of jurisdiction. Applicable law**

10.1

The place of jurisdiction is D-94469 Deggendorf if the Purchaser is a merchant or a legal entity under public law or a special fund under public law. The same applies if the buyer is an entrepreneur within the meaning of section 14 BGB. We are also entitled to bring an action before the court that has jurisdiction for the registered office or a branch of the Purchaser. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.

10.2

German substantive law shall apply to all legal relationships between us and the Purchaser, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

10.3

If individual provisions of these terms and conditions of sale are invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by mutual agreement by a provision that corresponds to the economic purpose of the invalid provision. This applies accordingly if these terms and conditions are invalid as a whole.

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