

General Terms and Conditions of Sale (GTC) of the company Brandenburger Liner GmbH & Co. KG, Landau (as of February 2023)

1 Validity

- 1.1 The parties to the purchase contract are the seller Brandenburger Liner GmbH & Co. KG (hereinafter: "**we**") and the buyer (hereinafter: "**customer**"). Third parties are granted no rights by the contract, unless this is expressly agreed. Neither party is authorized by this contract or otherwise empowered to act on behalf of or represent the other party.
- 1.2 Our offers, deliveries and services are directed exclusively to entrepreneurs (§ 14 of the German Civil Code) as well as to legal entities under public law and special funds under public law, but in particular not to consumers. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity; a partnership with legal capacity is a partnership endowed with the capacity to acquire rights and incur liabilities.
- 1.3 The present General Terms and Conditions of Sale (hereinafter referred to as "GTC") are intended to be included in contracts concerning the sale and delivery of hose liners (hereinafter: "**liners**") and associated accessories (hereinafter "liners" and accessories referred to collectively as: "**goods**").
- 1.4 Subject to deviating agreements and any legally effective amendments, these GTCs shall also apply to all future contracts with the customer concerning the sale and delivery of goods.
- 1.5 The provisions of Incoterms 2020, to which reference is made in the contract and which we will send to the customer on request, are an integral part of the contract.
- 1.6 Contractual terms and conditions of the customer or a third party which deviate from our contractual terms and conditions shall not become part or content of the contract, not even if we remain silent or reference is made declarations by the customer which contain or refer to contractual terms and conditions of the customer or a third party, and also not by an unconditional acceptance of an offer, unconditional execution of deliveries or other services unconditionally performed by us. Deviating individual contractual terms may be agreed.

2 Conclusion of the contract

- 2.1 Insofar as our offers do not expressly contain a binding period of validity, our offers are subject to change; they do not constitute a legally binding offer, but an invitation to the customer to submit a binding request for the conclusion of the contract (e. g. by sending an order). The customer shall be bound by this request for 14 calendar days from the date of submission of the request. The contract shall only be concluded upon receipt by the customer of our declaration of acceptance (e. g. by means of an order confirmation or a countersigned order form).
- 2.2 If we submit a binding offer to the customer, the contract shall be concluded upon our receipt of the customer's order placement. The conditions defined by us apply.
- 2.3 The customer is responsible for the correctness of the documents and information required by him for the preparation and calculation of our offer, and other documents and information to be provided by him, in particular drawings and application information.

3 Content of the contract

- 3.1 By the contract of sale for the ordered goods we are obliged to manufacture the goods, to deliver them to the customer and to cede ownership of these goods.
- 3.2 The customer is obliged to pay us the agreed purchase price as well as the delivery costs, and to accept the purchased goods.

4 Condition of the goods and responsibility of the customer when ordering goods

4.1 We reserve the right to deviations in diameter, weight, structure, quality and wall thickness due to raw materials and production, insofar as they are customary in the industry and do not impair the usability of the goods for the contractually stated use. In particular, customary means deviations from the nominal condition (in particular the wall thicknesses) that still comply with the recognised technical standards. If no relevant DIN standards or material sheets exist, the corresponding EN or ISO standards shall apply, or in the absence of such, usual commercial practice.

4.2 The responsibility of the customer when ordering the goods extends to the following:

a) We enable the customer to inform himself about the essential functional characteristics of the goods before conclusion of the contract. The customer bears the risk whether this meets his wishes and needs. The customer shall seek advice on any questions of doubt from us or from competent third parties before concluding the contract.

b) Verifying the suitability of the liners for his own operational use or for further processing purposes, as well as the chosen quality, is solely the responsibility of the customer. This applies in particular to the observance of legal and official regulations when using the liners. The liners supplied by us have general technical approval by the German Institute for Building Technology (DIBt), which can be found at <https://brandenburger-liner.com/infocenter/downloads/> (category "Approvals + Certificates"). The liners may be used in the territory of the European Union either in accordance with the respective, current DIBt approval or in accordance with another national approval which corresponds to the DIBt approval in terms of content, and is to be obtained by us. It is the customer's responsibility to establish whether the liners may be used or applied outside the European Union.

c) Unless otherwise agreed, the selection and manufacture of the goods shall be based on requirements identified by the customer for his intended use of the goods. In this case, we will manufacture the goods on the basis of the customer's requirements and will not check whether the goods selected and manufactured on this basis meet requirements or purposes of use which the customer did not bring to our attention at the latest when the contract was concluded, or to which we did not agree if the customer brought them to our attention at the latest when the contract was concluded. In particular:

If the delivery is made according to measurements by the customer, we are not obliged to verify the correctness of the measurement and are not responsible for the correctness of the measurement. We are only responsible for measurements taken by ourselves.

The installation and environmental conditions of the old pipe or the old manhole (in particular: static load-bearing capacity due to the condition of the old pipe or the old manhole, as well as environmental conditions influencing the capacity, particularly the groundwater level, groundwater temperature, groundwater pressure, special influences on the old pipe or the old manhole due to the local traffic situation) shall be checked exclusively by the customer. We are not obligated to verify the accuracy of the results of the assessment, nor are we responsible for the accuracy of the results.

d) In the manufacture of the liners, we assume that the liner is subject to uniform expansion in the installed and cured state and is subject to directional changes of the old pipe of no more than 15°, and that the goods as delivered are therefore subject to continuous, uniform requirements for the material and the wall thicknesses (hereinafter also referred to as "**standard product**").

Deviating requirements for liners (e.g. due to major dimensional changes, directional changes of more than 15°, a non-uniform pipe/shaft geometry which causes non-uniform expansion of the liner in the installed and cured state or non-uniform requirements for the material used or special requirements due to the environmental conditions determined in accordance with item 4.3 c) above, or the condition of the old pipe or the old manhole, hereinafter also referred to as "**special design**"), shall be expressly notified to us in writing prior to conclusion of the contract and shall then lead to an adapted design of the products or special designs, if necessary. A warranty for the product then requires an explicit statement from us within the scope of this interpretation.

e) More detailed regulations on the product, its transport, handling, storage and installation can be found in the applicable technical data sheet.

5 No installation and no curing of the liners, and no advice to the customer by us, if not commissioned by a consulting contract

- 5.1 The customer is solely responsible for the installation and curing of the liners.
- 5.2 In particular, the customer is responsible for installing and curing the liners in the channels in accordance with the current installation manual and the current curing tables - these documents can be downloaded from <https://brandenburger-liner.com/infocenter/downloads/> (section: Installation documents).
- 5.3 Any further advice, provision of information or recommendation (all referred to as advice) by us - in particular by our employees (i. e. of Brandenburger Liner GmbH & Co. KG) at the place of use or installation of the liners - relating to the use or processing of the liners will only be provided if we have concluded a consultancy agreement with the customer expressly and in writing for this purpose. We do not accept any consulting obligations towards the customer in the absence of such a consulting agreement.
- 5.4 We are also not responsible for the installation and/or curing of the liners if the customer procures the installation and/or curing equipment - with or without provision of personnel - from a third party, in particular rents it. The third party is also not our vicarious agent. Both shall also apply if there is a connection under company law between us and the third party.
- 5.5 The customer is responsible for taking material samples of the liners after curing and providing both us and his laboratory with these samples for testing for the most important technical/physical properties (e. g. flexural stress, flexural modulus of elasticity, wall thickness, watertightness). The customer is further responsible for keeping a record of its curing process and providing us with a copy or duplicate. **Defects in the liners which are apparent to the customer from a laboratory result and/or from the curing record must be reported to us in writing within two weeks.**
- 5.6 It is the customer's responsibility to ensure suitable subsoil for the installation, to carry out the construction work professionally and to use suitable operating equipment.
- 5.7 **In the event of a warranty claim, it is necessary for us to check the correct installation of the liner in order to be able to assess the damage and any cause of damage possibly due to incorrect installation. For this purpose, it is essential to provide us with the required**

documentation. This can be found on our website at <https://brandenburger-liner.com/infocenter/downloads/>

6 Time limits for delivery, force majeure, transfer of risk, place of performance

6.1 Delivery times are agreed in the form of calendar weeks, and become binding only by express agreement. The commencement of the agreed time period for delivery shall be conditional upon the customer's timely and proper performance of his contractual obligations, on which we depend to make delivery. This includes, in particular, the timely receipt of all documentation to be provided by the customer, necessary approvals/releases (in particular approvals according to the section "Foreign Trade Relations"). Insofar and as long as these prerequisites are not met, the deadlines shall be extended accordingly. The date of notification of readiness for collection shall be decisive for compliance with the delivery deadlines. The defense of non-performance of the contract and rights of retention shall remain unaffected.

6.2 "Force Majeure" means the occurrence of an event or circumstance that prevents us from performing one or more of our obligations under the Contract, provided we are able to demonstrate that

- a) this impediment is beyond our reasonable control,
- b) it was not reasonably foreseeable at the time the contract was concluded, and
- c) the effects of the impediment could not have been reasonably avoided or overcome by us.

Unless proven otherwise, the following events concerning us shall be presumed to meet the requirements under sentence 1, a) and b):

- unforeseeable operational, traffic or transport disruptions,
- unforeseeable shortages of personnel, energy, raw materials or supplies,
- industrial action such as strikes and - if carried out by us: lawful lockouts,
- pandemic or epidemic,
- currency and trade restrictions, embargo, sanctions,
- natural disaster or comparable extreme natural event.

To the extent that we justifiably invoke force majeure, we shall be released from our obligation to fulfill our contractual obligations and from any liability for damages or any other contractual remedy for breach of contract as of the time when the impediment makes it impossible for us to perform, provided that we have notified the customer thereof without undue delay. If the notification is not made immediately, the exemption shall take effect from the time the notification is received by the customer. If the effect of the claimed impediment or event is temporary, the consequences set forth above shall apply only as long as the claimed impediment prevents us from performing the contract. If the duration of the claimed impediment has the consequence that the parties are deprived to a considerable extent of what they could reasonably expect by virtue of the contract, either party shall be entitled to withdraw from the contract. The same applies if the duration of the impediment exceeds eight weeks.

6.3 Compliance with the delivery time is subject to correct and timely delivery to ourselves, insofar as we have concluded a congruent hedging transaction, unless we are responsible for the incorrect and/or late delivery to ourselves. A congruent hedging transaction shall be deemed to exist if, on the day of the conclusion of the contract with the customer, a legally binding purchase contract exists between us and a supplier which, when viewed objectively, is of such a nature that we will be able to supply the customer from it with the same degree of certainty as agreed

with the supplier if everything runs smoothly. We will inform the customer immediately of any delays that become likely, and of the expected new delivery time. In the event of withdrawal due to the reservation of late delivery to ourselves, we will credit any deposits made by the customer, waiving any right of offset against our receivables.

6.4 We are only entitled to make partial deliveries if

- a) the partial delivery is usable for the customer within the scope of the contractual intended purpose,
- b) delivery of the remaining ordered goods is assured and
- c) the customer does not incur any significant additional expenses or costs as a result, unless we undertake to bear these costs in a legally binding manner.

6.5 The place of performance for delivery and payment is our registered office.

6.6 a) The time of transfer of risk shall be determined in accordance with the EXW clause of the Incoterms in their applicable version. Thereafter, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon notification of readiness for collection. Notification of readiness for collection shall be deemed to be equivalent to handing over the consignment to the transporter or leaving our factory or warehouse for the purpose of dispatch, provided that the goods are dispatched at the customer's request. All consignments shall be made at the customer's risk from the time they leave our supplying plant or warehouse, even if carriage paid delivery has been agreed.

b) If the collection or dispatch is delayed at the request of the customer or for a reason for which the customer is responsible, or if it becomes impossible through no fault of our own, the risk shall likewise pass to the customer upon notification that the goods are ready for collection. In such cases, we shall be entitled to store the goods at the customer's expense and risk at our reasonable discretion, to take all measures deemed suitable for the preservation of the goods and to invoice the goods as delivered.

7 Foreign trade regulations

7.1 In the event that we discover circumstances after conclusion of the contract which justify the assumption of an existing or future violation of national, European or supranational regulations as well as U.S. export law or existing licensing requirements, and immediately and credibly present this to the customer, we shall be entitled to a reasonable period of time for further review of the circumstances. For the period of this review period as well as any necessary approval procedure, claims for delayed performance are excluded by mutual agreement. Insofar as a required permit is not granted or cannot be granted for other reasons, we shall be entitled to refuse performance and to withdraw from the contract.

7.2 Resale to embargoed countries (total embargo, partial embargo) or sanctioned individuals is in all cases subject to approval. At the time of the initial inquiry, the customer undertakes to notify us of any planned use of the goods in question for military or nuclear purposes. This shall also apply in the event that the customer is directly or indirectly active for third parties and has knowledge that the requested goods are to be put to the above end uses.

7.3 Upon our request, the customer shall immediately, at most within a period of ten working days (Monday to Friday), provide us with the relevant end-use documents in the form specified by the Federal Office of Economics and Export Control (BAFA).

7.4 It is the customer's responsibility to ensure compliance with and implementation of the relevant foreign trade regulations and other laws of his country and the country to which delivery is to

be made. Upon conclusion of the contract, he shall notify us in writing of any special features arising from these provisions, e. g. with reference to the German Export List, Annexes I and IV of the EC Dual-Use Directive or the US Commerce Control List.

- 7.5 The customer shall reimburse us for damages and expenses incurred by us due to the customer's breach of his obligations under the above provisions, unless the customer is not responsible for the breach of obligation. Legal claims for exemption from claims and rights of third parties remain unaffected.

8 Export certificate

If a customer who is domiciled outside the Federal Republic of Germany collects goods, or employs an agent to collect goods and transport or dispatch them to the foreign territory, the customer shall provide us with the export certificate required for tax purposes. If this certification is not provided, the customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany for the invoice amount.

9 Prices and price change provisions, transport costs, payment terms

- 9.1 All prices are - unless otherwise stated - plus the respective statutory value added tax, if applicable.
- 9.2 The customer shall be in default of his payment obligation at the latest if he does not make payment within 30 calendar days of the due date and receipt of an invoice or equivalent payment schedule.
- 9.3 Unless free domicile delivery has been agreed, our prices do not include transport costs and insurance of the goods to be transported, which shall be borne by the customer. Insurance against damage in transit shall be provided only on the basis of an agreement with the customer and at the customer's expense. If we have assumed a transport obligation, this shall not change the transfer of risk, place of performance and the above provisions. The transport mode and route will be chosen by us, but without guarantee of the lowest transport cost, full utilisation of the load weight and desired wagon and container sizes. We determine the forwarding agent or carrier. Additional costs due to deviating wishes of the customer shall be borne by the customer. These must be communicated to us in good time before dispatch. The wishes of the customer will be taken into account as far as possible, and at his expense.

10 Property rights in the case of manufacture and delivery of goods according to the customer's specifications

- 10.1 Insofar as the goods are to be manufactured according to the customer's specifications, the customer shall be obliged to ensure that the manufacture and delivery to the intended territory based on the customer's specifications do not infringe any third-party property rights.
- 10.2 Insofar as the customer becomes aware or facts justify the assumption upon reasonable assessment that the manufacture of the goods or their delivery to the intended territory according to the customer's specifications violates the property rights of third parties, the customer is obliged to notify us immediately.

- 10.3 Insofar as the manufacture of the goods based on the customer's specifications or their delivery to the intended territory infringes the property rights of third parties, we shall be entitled to discontinue the manufacture and delivery of the goods.
- 10.4 Examination of the legal situation in order to avoid the infringement of third party property rights in accordance with the above provisions shall be the responsibility of the customer. We are not responsible for this. We are neither obligated nor authorised to provide legal services.
- 10.5 The customer shall compensate us for damages and expenses incurred by us due to the customer's breach of duty, unless the customer is not responsible for the breach of duty. Legal claims for exemption from claims and rights of third parties remain unaffected. An advance payment of a reasonable amount shall be made to us upon request for any legal costs.

11 Rights to documentation; business secrets and confidential information

11.1 Unless otherwise agreed in a separate non-disclosure agreement, the following provisions shall apply to our business secrets and confidential information:

a) Our confidential information is deemed to mean

aa) all of our business secrets within the meaning of the law covering the protection of business secrets, as well as

bb) all information about our business circumstances that we have (i) expressly and recognisably marked as "confidential" or "secret" for the customer, or the confidentiality of which results from the nature of the matter on the basis of a desire to maintain confidentiality that is recognisable for the customer on our part or on the part of a company affiliated with us within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) and (ii) for which there is a justified interest in confidentiality.

In case of doubt, if it is unclear to the customer whether information is confidential and whether and to what extent obligations exist with regard to this information, the customer will inform us in order to clarify the matter in a timely manner.

b) The customer shall treat confidential information from us as a business secret and, in particular, protect it by means of confidentiality measures appropriate under the circumstances. He must take precautions so that the confidential information is used only for performance of the contract including the use of the goods.

c) The customer may only disclose confidential information to employees or third parties, and make it accessible to them, insofar as the disclosure or access is necessary to achieve the purpose or to perform the contract with the contractor in accordance with the contract (need-to-know principle), and insofar as the employees or third parties are obligated to maintain secrecy in at least a comparable manner as the customer itself.

d) Further provisions on confidentiality or on prohibitions of use shall remain unaffected.

e) In addition, the provisions of the law covering the protection of business secrets shall apply.

12 Packaging material

12.1 Unless otherwise expressly agreed, we shall be entitled to determine the type and extent of packaging at our reasonable discretion, taking due care.

12.2 Unless expressly agreed otherwise, we shall not be obliged to choose packaging that goes beyond the purpose of transport, or packaging that provides special protection beyond the

intended purpose, e. g. for longer-term warehousing or storage. Details about the transport of the liners and their storage can be found in the relevant technical data sheet.

- 12.3 Unless otherwise expressly agreed, we shall only take back packaging material to the extent that we are obliged to in accordance with the relevant regulations.

13 Rights of the customer in case of defects

- 13.1 The claims and rights of the customer due to defects in the goods shall be governed by the statutory provisions, unless otherwise agreed.

- 13.2 If the contract is a commercial transaction for both parties, Section 377 of the German Commercial Code (HGB) shall apply, subject to the following proviso:

a) The customer must inspect the goods immediately after delivery by us, but in any case in good time before installation of the liners, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify us immediately - in good time before installation of the liners and in writing for verification purposes.

b) If the customer fails to notify us, the goods shall be deemed to have been accepted unless the defect was not recognisable during the inspection.

c) If such a defect is discovered later, notification must be made immediately after the discovery; otherwise the goods shall be deemed accepted even in the light of the defect.

d) To preserve the rights of the customer, it is sufficient to send the notification in time, and in writing for evidence purposes.

e) If we have malevolently concealed the defect, we are unable to invoke these provisions.

- 13.3 Insofar as the goods have a material defect, we shall be entitled to subsequent performance in the form of rectification of the defect or delivery of new goods free of defects at our discretion, a decision we will make within a reasonable period of time. The customer shall make the goods available to us for the purpose of subsequent performance - unless this is impossible due to the nature or condition of the goods.

- 13.4 We shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the goods having been taken to a place other than the place of performance.

- 13.5 We may refuse the form of subsequent performance chosen by the customer without prejudice to Section 275 (2) and (3) of the German Civil Code (BGB) if it is only possible at disproportionate cost. In particular, the value of the goods in a defect-free condition, the significance of the defect and the question of whether the other form of subsequent performance could be resorted to without significant disadvantages for the customer shall be taken into account. In this case, the customer's claim shall be limited to the other form of subsequent performance; our right to also refuse this under the conditions in sentence 1 shall remain unaffected.

- 13.6 If the supplementary performance has failed or if the reasonable period to be set by the customer for the supplementary performance has expired unsuccessfully, or is dispensable according to the statutory provisions, the customer may, at his discretion, withdraw from the contract or reduce the due payment in accordance with the statutory provisions - without prejudice to any claims for damages. However, in the case of an insignificant defect, there is no right of withdrawal.

- 13.7 Compensation claims by the customer for damages or futile expenses due to defective goods are limited in accordance with clause 14.

14 Liability

- 14.1 We shall be liable without contractual limitation in accordance with the statutory provisions
- a) for intent;
 - b) for damages insofar as these are based on the absence of an attribute which we have warranted or on the fact that we have maliciously concealed a defect;
 - c) for damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by us or otherwise on intentional or negligent conduct by our legal representative or vicarious agent;
 - d) for damages other than those listed under c) which are based on an intentional or grossly negligent breach of duty by us or otherwise on intentional or grossly negligent conduct by our legal representative or vicarious agent;
 - e) under the Product Liability Act, the General Data Protection Regulation and the Federal Data Protection Act.
- 14.2 In cases other than those listed in Section 14.1, our liability shall be limited to compensation for the foreseeable damage typical of the contract, insofar as the damage is based on a negligent breach of material obligations by us or by our legal representative or vicarious agent. Material obligations are those obligations whose fulfillment makes the proper performance of the contract possible in the first place, and compliance with which the customer regularly relies upon and may rely. Damage that is typical of the contract and foreseeable is damage that we foresaw at the time of conclusion of the contract as a possible consequence of the breach of duty, or should have foreseen taking into account the circumstances that we knew or should have known. Not foreseeable in this sense are in particular avoidable damage and consequential damage which are the result of defects in the goods and which are not typically to be expected when the goods are used as intended.
- 14.3 In cases other than those listed in Section 14.1 and Section 14. 2, liability on our part due to negligence is excluded.
- 14.4 The objection of contributory negligence remains unaffected.
- 14.5 The above provisions shall apply to all contractual and non-contractual claims for compensation for damages against the contractor, irrespective of their legal basis, and accordingly to liability for compensation for futile expenses.
- 14.6 No change in the burden of proof to the detriment of the customer is to be inferred from the above provisions.

15 Retention of title

- 15.1 All goods shall remain our property until full payment of our purchase price claims against the customer (including those arising from earlier or subsequent transactions from the business relationship existing between us and the customer). The customer shall store the retained goods for us free of charge. The customer shall only be entitled to dispose of the retained goods in the ordinary course of business, in particular to resell them to third parties or to process them (e. g. by installing them in sewers of the customer's clients) until revoked by us in accordance with clause 16.4 sentence 3. Pledges and transfers of ownership by way of security are not permitted.
- 15.2 The customer shall assign to us in advance by way of security any claims against a third party arising from the resale of goods subject to retention of title (extended retention of title in the event of resale). We will accept the assignment. The same applies to other claims that take the

place of the retained goods or otherwise arise with regard to the retained goods, such as insurance claims or claims in tort for loss or destruction. If the third party has increased the value of the retained goods by processing or other finishing measures, the advance assignment shall be limited to the amount of our invoice value plus 10% thereof. The customer shall not assert the non-assigned parts of the claim to our disadvantage.

- 15.3 The customer shall also assign to us in advance by way of security the claims of the customer against his principal arising from the processing (in particular the installation of the liners in sewers, manholes, pipe jackets) (extended reservation of title in the event of processing by contract for services or work). We will accept the assignment.
- 15.4 In the ordinary course of business, the customer shall be entitled to collect the claims assigned pursuant to Sections 16.2 and 16.3 himself as long as he meets its payment obligations towards us. Until then, we undertake not to collect the assigned claims ourselves. However, we may revoke this collection authorisation as soon as the customer no longer meets his payment obligations. The customer is then obligated to disclose the third parties or principals to us upon request, and to notify them of the assignment. The resulting costs shall be borne by the customer. Our authority to collect the claim ourselves shall remain unaffected.
- 15.5 The customer shall notify us immediately of any seizure or other impairment of our retained goods or of the claims (parts of claims) assigned to us in advance from their resale or processing by creditors of the customer. The customer shall immediately inform third parties seeking to access the retained goods of our ownership, in particular in the event of seizure. Upon request, the customer shall permit us to enter his business premises for the purpose of viewing, marking, separately storing or removing goods subject to retention of title. The customer undertakes to provide us with the information required for the assertion of pre-assigned claims against third parties or clients, and to provide us with copies of the documents required for this purpose. The resulting costs shall be borne by the customer.
- 15.6 Insofar as our rights from simple or extended retention of title in conjunction with any other collateral securities granted to us by the customer exceed our claims from the business relationship by more than 10% in terms of value, we shall release collateral securities at our discretion at the written request of the customer.
- 15.7 If we withdraw from the contract in case of breach of contract by the customer - in particular default of payment - we shall be entitled to demand return of the goods subject to retention of title. Withdrawal from the contract shall only be deemed to occurred if we expressly declare this in writing.
- 15.8 If, in the case of sales abroad, the retention of title agreed in this Section 16 is not permitted with the same effect as under German law, the goods shall remain our property until payment of all our claims arising from the contractual relationship created by the sale of the goods. If this retention of title is also not permissible with the same effect as under German law, but it is legally possible to retain other rights to the goods, we are authorised to exercise all such rights. The customer is obligated to cooperate in measures that we want to take to protect our property right, or in its place another right to the goods. In the event of gross violations of this duty to cooperate, the customer shall compensate us for any damage and/or additional expenses incurred as a result.

16 Defence of uncertainty, offset and retention

- 16.1 We are entitled to refuse performance under the contract if, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardized by the customer's inability to

reciprocate. The right to refuse performance shall cease to apply if the reciprocation is made or security is provided for it.

We shall be entitled to set a reasonable period of time within which the customer shall, at his discretion, either reciprocate or provide security. After unsuccessful expiry of the deadline, we are entitled to withdraw from the contract. § 323 BGB shall apply accordingly.

- 16.2 The customer may set off his claims against our claims without any contractual restriction in accordance with the statutory provisions, insofar as his claims are undisputed or have been finally adjudicated or are ready for adjudication or are in a reciprocal relationship with our claims or such a reciprocal relationship continues, e. g. insofar as the customer is entitled to claims against us owing to defects. If this is not the case, offsetting by the customer is excluded.
- 16.3 The customer may only assert a right of retention against a claim of ours if his counterclaim is based on the same contractual relationship as our claim.

17 General provisions

- 17.1 The contract is subject to the laws of the Federal Republic of Germany. However, the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.

- 17.2 The exclusive place of jurisdiction for all disputes between us and customers who are business people, legal entities under public law or special funds under public law arising from or in connection with a contract to which these contractual terms and conditions apply shall be, at our discretion, the respective registered office of the customer or our own registered office.

In deviation from sentence 1, the exclusive place of jurisdiction for disputes within the meaning of sentence 1 shall always be the respective registered office of us in the event of legal action by a customer within the meaning of sentence 1 against us.

If the customer is not a business person, a legal entity under public law or a special fund under public law, our respective registered office shall also be the exclusive place of jurisdiction for all disputes arising from or in connection with the contract (i) if the customer does not have a general place of jurisdiction in the Federal Republic of Germany or (ii) if the customer moves his place of residence or habitual abode outside the Federal Republic of Germany after conclusion of the contract, or if his place of residence or habitual abode is unknown at the time the action is brought.

The agreement on the place of jurisdiction pursuant to sentences 1 to 3 shall not apply if an exclusive place of jurisdiction for the action is prescribed by law.

- 17.3 Insofar as the parties have agreed or agree in the future that a declaration must be made in writing in order to be effective, transmission by telecommunication via fax or an e-mail that meets the requirements of text form shall be sufficient to comply with these requirements.
- 17.4 No verbal collateral agreements have been made. Amendments or supplements to a contract must be made in writing to be effective. This also applies to the amendment or cancellation of this clause. Deviating individual contractual agreements shall take precedence.
- 17.5 If a provision of the contract does not become part of the contract in whole or in part, or is or becomes invalid or unenforceable, the remainder of the contract shall remain valid. The invalid or unenforceable provision shall be replaced by way of interpretation or, in the alternative, reinterpretation or, in the alternative, a separate agreement, by the valid and enforceable provision which corresponds or comes closest to the meaning and purpose of the invalid or

unenforceable provision, insofar as the content of the contract is not substantially changed thereby. The same applies to omissions in the contract.