

I. Scope of Application

- 1) The following terms and conditions of sale, delivery and payment ("General Terms and Conditions") apply exclusively, and to the exclusion of all possible different or supplementary General Terms and Conditions and/or contract amending terms and conditions of the Purchaser, for the business relationship between Max Schlatterer GmbH & Co. KG ("us" and/or "we") and our contractual partner ("Purchaser"), insofar as the business relationship includes delivery/deliveries and/or service(s) from us to the Purchaser.
Any offers, no matter if made by us or transmitted from the Purchaser to us, any acceptances of offer, order confirmations and the sale of our products shall be governed exclusively by the present General Terms and Conditions.
- 2) Solely the contract concluded in writing, including the present General Terms and Conditions, shall be authoritative for the legal relationship between us and the Purchaser. It entirely reflects all covenants between us and the Purchaser. Verbal undertakings by us prior to conclusion of the contract are legally non-binding; verbal agreements covenants of both contractual parties are replaced by the written contract, insofar as their legal force is not recorded in writing.
- 3) We do not recognise any terms and conditions or contract amending provisions of the Purchaser that oppose our terms or deviate from our terms, unless this amendment and/or amendments have explicitly been approved in writing by us
Even if the Purchaser places an order with us by referring to its standard terms and conditions or the general terms and conditions of a third party, the transaction shall be deemed nevertheless to have been concluded in accordance with our General Terms and Conditions, even if we do not expressly contradict the validity of the General Terms and Conditions of the Purchaser.
- 4) Our sale, delivery and payment terms and conditions as amended are accessible at <http://esband.de/agb-shop>.
- 5) Our General Terms and Conditions shall apply only to entrepreneurs within the meaning of Section 14 BGB [German Civil Code].
- 6) Our General Terms and Conditions shall apply also to the future business relationship between us and the Purchaser, insofar as it involves deliveries and/or services by us to the Purchaser; this shall be valid, even if they are not expressly agreed upon again.
- 7) Verbal agreements modifying, supplementing or extending the present General Terms and Conditions, side agreements as well as possible terms and conditions of the Purchaser shall only take effect against us, if confirmed by us by complying with the written form requirement. Our employees, commercial agents and travelling salesmen are not authorised to make such binding declarations, except managing directors and holders of a special statutory authority.

II. Offer – Offer Documentation

- 1) Our offers are non-binding and without engagement, unless otherwise specified in the specific text of the offer or the offer contains a definite term of acceptance. Also after the order has been awarded, modifications of the specifications due to technical necessity remain reserved, insofar as this is reasonable for the Purchaser.
- 2) Our offer as well as purchase orders within the meaning of Section 145 BGB [German Civil Code] submitted by the Purchaser, shall only be deemed to have been accepted by us, if within seven days a written notification is given by us to the Purchaser, unless otherwise specified in individual covenants between us and the Purchaser or in the specific text of the offer.
- 3) Purchase orders shall be binding for the Purchaser. The Purchaser shall bear the responsibility for accuracy of the purchase order, and will communicate to us any required information regarding the goods ordered within an adequate period of time which enables us to carry out the order according to contract.

- 4) Cost estimates, price lists, drawings and other documents (hereinafter called "documents") associated with our offer serve as an orientation for the Purchaser and must not be considered by the Purchaser as a quality agreement or the assumption of a quality guarantee regarding the goods, delivery and/or service described. The same applies to possible advertising statements. The target quality of the delivery/deliveries and/or service(s) results from the order of the Purchaser (insofar as the Purchaser placed an order with us) accepted by us and/or from the purchase order (insofar as the Purchaser has accepted an offer transmitted to the Purchaser by us), and/or from the order confirmation sent to the Purchaser by us. In case of doubt, the content of the order confirmation shall be applicable.
- 5) All documents of Max Schlatterer GmbH & Co. KG must be treated strictly confidential and must not be made accessible to third parties neither as such nor regarding content without our express prior approval. Nor are they allowed to be published or used or reproduced by the Purchaser and/or third parties. If the Purchaser does not place the order with us, it must promptly return all documents to us; copies or other reproductions of the above mentioned documents possibly made must be destroyed.
We reserve any property rights as well as industrial property rights, in particular copyrights, for all documents as well as regarding their contents in an unlimited way.
- 6) If the Purchaser has handed over to us samples, documents or other data carriers, we will return these at its own expenses on request of the Purchaser or if no order is to be carried out. If the return shipment is not requested within three months after it is certain that no order is placed and/or after order processing and execution, we shall be entitled to destroy the samples, documents or other data carriers.
- 7) If the Purchaser submits to us a specification for manufacture of the goods and/or service(s) to be delivered to it by us, it must indemnify us against any and all loss, damage, cost and other expenditures, which we have to pay or are willing to pay, because the contractual processing or treatment of the goods due to the specification of the Purchaser has turned out to be an infringement of a patent or any other industrial or other property right of a third party.

III. Prices and Payment

- 1) Unless otherwise specified in the order confirmation, our prices are EXW "ex works" excluding packaging, freight, customs duties, import duties and/or transport cost and/or any other cost incurred which are invoiced separately. Return of the packaging against reimbursement of the amount invoiced is not possible; legal duties with regard to the obligation to the return of packaging remain unaffected.
- 2) Statutory value added tax is not included in our prices; it will be shown separately on the invoice on the day of invoicing in its statutory amount.
- 3) Unless otherwise specified in the order confirmation, the invoice amounts must be paid within 10 days after date of the invoice with 2% discount or must be paid net within 30 days after the date of the invoice.
If the purchaser defaults with payment, we are entitled to request default interest in the amount of 9% above the respective base interest rate published. However, the Purchaser is entitled to prove to us that no or a lower damage has been incurred by us as a result of its default in payment.
- 4) The Purchaser is authorised to exercise a right of retention or rights of setoff only, if a counterclaim is based on the same contractual relationship or due to undisputed counterclaims or counterclaims which have been established as final and absolute.

- 5) Impairments of creditworthiness of the Purchaser in the event of a considerable deterioration in its financial situation or other circumstances result in the immediate maturity of all our claims. Immediate maturity of our claims occurs in particular in the following cases:
- if the Purchaser is in default of payment with significant claims at least for 4 weeks and/or in
 - the event of a considerable deterioration or significant threat in the financial situation of the Purchaser or its personally liable shareholder or in the recoverability of the collateral provided for the present contract occurs,
 - the Purchaser or its personally liable shareholder has made incorrect statements on its financial situation,
 - the Purchaser dies or its personally liable shareholder dies or changes,
 - the Purchaser or its personally liable shareholder did not comply with its obligation to disclose its economic condition after setting a reasonable deadline.

In the event of occurrence of immediate maturity of our claims, we are moreover entitled to effect performance only after payment of the claims due as well as against advance payment or provision of security, and to withdraw from contract after unsuccessful request for payment.

- 6) If the Purchaser infringes our payment terms and conditions negligently or deliberately in a continuous or substantial manner, we are authorised to withdraw from contract after unsuccessful expiry of a grace period for payment, and in that case, to request in particular compensation for damages instead of performance. Liability for damages caused by delay remains unaffected.
- 7) For price formation and calculation solely the performance, number of pieces and quantities determined by us are authoritative, unless the Purchaser promptly contradicts.

IV. Delivery – Delivery Time

- 1) Deadlines and dates for deliveries and services promised by us are only approximate, unless a fixed delivery date has been expressly confirmed by us. If shipment to the Purchaser has been agreed upon, the delivery deadlines and delivery dates refer to the time of handing over of the delivery/deliveries and/or service(s) by us to the forwarder, carrier or other third party ordered by us to carry out the transport. The delivery date confirmed by us requires clarification of all technical questions. Compliance with our delivery obligation moreover requires timely and orderly fulfillment of the obligations of the Purchaser, in particular compliance with the agreed upon payments. The defence of non-performance of the contract remains reserved.
- 2) If we are prevented from timely delivery by unforeseeable events or events for which we are not responsible, which are inevitable using reasonable care, the delivery time is adequately extended.
- 3) The delivery time is considered to have been observed, if the notification of readiness has been made by its expiration. If a shipment has been agreed upon, the delivery time is observed, when the delivery object has left the works or readiness for shipment has been advised. If non-compliance with the delivery deadline is due to Force Majeure, for example, mobilisation, war, riot or industrial conflicts, for example, strike, lockout, the delivery deadline is extended by the duration of the events causing the delay, insofar as these obstacles have verifiably more than only a negligible influence on completion or delivery. This applies also, if these circumstances occur at our suppliers. In the cases mentioned in this paragraph, a liability on our part is excluded.
- 4) If the Purchaser is in default of acceptance or violates other obligations to cooperate, we are entitled to request compensation for the damages incurred by us, including possible additional expenses. Further claims remain unaffected.

If the Purchaser is in default of acceptance, the risk of accidental loss or accidental deterioration of the purchased object(s) and/or service(s) passes on to the Purchaser at the point in time when it falls into default of acceptance or debtor's default.

- 5) The Purchaser is not permitted to refuse acceptance of the delivery due to insignificant defects or insignificant deviations in quantity.

Partial deliveries are admissible to a reasonable extent.

V. Delivery – Passing of Risk

- 1) Unless otherwise specified in the order confirmation, the delivery and/or service EXW (INCOTERMS 2010) "ex works" is agreed upon. Shipment of the goods by us to the Purchaser is generally not agreed upon, unless otherwise specified in writing on an individual case basis. In the case of shipment of the goods by us to the Purchaser, upon request of the Purchaser to be notified to us in writing, we will effect a transport insurance for the delivery, the cost of which shall be borne by the Purchaser.
- 2) The risk of accidental loss and accidental deterioration of the goods will pass on to the Purchaser in the notification of readiness. At the latest, however, the risk will pass on to the Purchaser at the point in time when the delivery/deliveries and/or service(s) have been handed over to the carrier by us.
If, on an individual case basis, shipment by us to the Purchaser has been agreed upon, the Purchaser bears the shipping risk and the shipping cost. The bearing of cost applies in particular to shipment and packaging as well with respect to using the working time of our employees which must be remunerated adequately. The shipping method and shipping route are selected by us, unless a specific agreement exists on it. If the Purchaser requires a different shipping method or requires a different shipping route, it shall bear the resulting cost. If on an individual case basis, shipment by us has been agreed upon, passing of risk to the Purchaser occurs with notification of readiness for shipment and/ or at the latest when the goods have left our works.
- 3) If the Purchaser does not promptly accept the goods after the notification of readiness and/or the notification of readiness for shipment has been given, we will store the goods, if possible, for the Purchaser at its expenses and risk. Storage does not release the Purchaser from its payment obligation.
- 4) Deliveries abroad are made subject to an export and/or import permit to be granted. In the case of deliveries abroad, the Purchaser bears the risk of shipment. The Purchaser is responsible for customs clearing which might be required as well as compliance with existing official import regulations of the country of destination which might exist.

VI. Retention of Title

- 1) The objects and/or service(s) of the delivery (hereinafter called "goods under retention of title") remain our property until the full purchase price has been paid. Moreover, in commercial dealings this retention of title is applicable until fulfillment of all claims against the Purchaser from the business relationship to which we are entitled. Insofar as the value of the security interests to which we are entitled against the Purchaser exceeds the amount of all claims guaranteed by more than 20%, we will release a corresponding part of the security interests on request of the Purchaser.
- 2) In the case of a retention of title, the Purchaser is entitled to dispose of the goods under retention of title in the ordinary course of business as long as it fulfills its obligations from the business relationship with us in time.
- 3) The retention of title continues to exist, even if individual claims are included in a current account and the balance is drawn and recognised.

- 4) Despite payment, claims are considered as not expired as long as an endorser's liability assumed by us in this connection, such as for example, within the scope of cheque or bill of exchange proceedings, continues to exist.
- 5) During the existence of the retention of title, it is forbidden to the Purchaser to carry out a pledging or transfer by way of security of the goods under retention of title. Resale is permitted to the Purchaser only in the ordinary course of business and only on condition that it receives payment from its customer or makes the reservation that the property will only be transferred to the customer when the Purchaser has fulfilled its payment obligations vis-à-vis us.
- 6) Any processing or mixing of the goods under retention of title is done by the Purchaser for us without an obligation resulting for us. In the case of processing or mixing with other items not belonging to us, the Purchaser already now, for securing our claims, transfers co-ownership in the new item to us in relation to the value of the goods under retention of title to the other processed items. The Purchaser will store the new object free of charge for us.
If the Purchaser resells the goods under retention of title in the ordinary course of business, it assigns already now all claims in the amount of the invoice value arising for it against the customer or third parties from resale. The same applies to claims from the sale of goods in which we retain ownership rights or other rights (insurance, compensation etc.). We accept this assignment already now.
The Purchaser is authorised to collect the claims also after the assignment. Our authority to collect the claims ourselves remains unaffected.
- 7) Upon our request the Purchaser must give all necessary information on the stock of the goods in which we retain ownership and on the claims assigned to us, and inform its customers of the assignment.
- 8) The right of the Purchaser to dispose of the goods under retention of title and integration of our claims expires as soon as the Purchaser is in default with a payment obligation more than 14 days, suspends payment in general and/or its financial situation deteriorates.
If any of the above circumstances occurs, we are entitled to request immediate return of all goods under retention of title and/or assignment of the claim for return of the Purchaser vis-à-vis third parties referring to the goods under retention of title. This is applicable to the exclusion of any right of retention of the Purchaser insofar as it is not based on the same contractual relationship. The immediate request for return and/or the assignment of claims for return mentioned above is not dependent on the setting of a grace period or the exercise of a right of withdrawal from contract. The request for return and/or assignment is no withdrawal from contract.
- 9) The Purchaser must avert attachments by third parties of the goods under retention of title as well as claims assigned. The Purchaser must inform us immediately on pending or executed attachments of third parties of the goods under retention of title and claims assigned. The Purchaser must bear the cost incurred by us through third party intervention.
The Purchaser is obliged to carefully store the goods under retention of title and to insure them adequately at its own expenses against foreseeable risks, in particular against loss and damage. It herewith assigns its claims from the insurance contracts in advance to us. We accept this assignment already now.
- 10) In the case of third party pledging, seizures and other disposals or interventions, the Purchaser must inform us immediately so that we can file a suit according to Section 771 ZPO [Code of Civil Procedure]. Insofar as the third party is not able to reimburse to us the court costs and out of the court costs of a suit in accordance with Section 771 ZPO [Code of Civil Procedure], the Purchaser is liable for the damage incurred by us due to the loss.

- 11) In the case of breaches of duty of the Purchaser, in particular default of payment, we are entitled to withdraw from contract and take back the goods under retention of title; the Purchaser is obliged to return these. The enforcement of the retention of title and a possible pledging of the object by us is a withdrawal from contract only, if an adequate deadline set by us for performance has expired, and we have expressly declared the withdrawal.
- 12) The application to start insolvency proceedings with respect to the assets of the Purchaser entitles us to withdraw from contract with immediate effect, and to request prompt return of the goods under retention of title.
- 13) If the retention of title is void according to the laws of the country where the goods under retention of title delivered by us are located, the Purchaser must provide an equivalent security on our request. If the Purchaser does not comply with this request, we can demand immediate payment of all open invoices and realise existing securities irrespective of existing payment terms.

VII. Material Defects

- 1) The Purchaser must promptly examine the delivery/deliveries and/or services within the meaning of Section 377 subsection 1 HGB [German Commercial Code] and promptly - but not later than within 14 days after the goods have entered the sphere of control of the Purchaser - notify possible defects in writing to us. A notification of defects to our commercial agents and travelling salesmen is not sufficient; in any case, the notification of defects must be addressed directly to us.
- 2) Hidden defects within the meaning of Section 377 subsection 3 HGB [German Commercial Code] must be notified to us in writing by the Purchaser not later than 3 workdays after their discovery.
- 3) The target quality of the goods delivered is solely determined by our binding quality agreements, in particular by the respective order confirmation. Any objectives, which have not expressly been agreed upon in writing as a quality owed, do not define the target quality owed of the goods.
- 4) In order to comply with the deadline for notification of defects, it is sufficient to send a written notification of defects in time by specifying the defects notified.
- 5) The Purchaser must promptly examine as to whether the goods delivered are suitable for the intended use; if necessary, the Purchaser must comply with this obligation by a trial processing.
- 6) In the case of a notification of defects, the opportunity to repair must be granted to us within an adequate period of time.
If subsequent performance fails, the Purchaser can withdraw from contract or reduce the remuneration without prejudice to any claims for damages. The Purchaser can request compensation for futile expenditure only, if we are responsible for the defect due to intent or gross negligence.
We are entitled to refuse repair or replacement deliveries, if applicable, if this was associated with unreasonable cost and/or unreasonable expenditure. In that case, the Purchaser is entitled to the rights listed in VII. 7). An unreasonable expenditure for the type of subsequent performance chosen has to be assumed in particular, if the cost of subsequent performance exceed the value of the item upon passing of risk by at least 20%.
- 7) If we do not succeed to eliminate the material defect within an adequate period of time, the Purchaser at its discretion can reduce the purchase price, withdraw from the contract or claim compensation. The provisions in accordance with IX. apply accordingly.

If the type of subsequent performance chosen is unreasonable for the Purchaser, it is immediately entitled to the rights defined in sentence 1. The claim of withdrawal from the contract and for compensation is excluded in the case of insignificant defects.

- 8) In the case of notifications of defects, payments of the Purchaser can be withheld to an extent which are in an adequate proportion to material defects occurred. The Purchaser can withhold payments only, if a notification of defects has been set forth which are justified beyond doubt. If the notification of defects is unjustified, we are entitled to claim compensation for the expenses incurred by us.
- 9) Claims due to material defects of the goods do not exist in the case of only insignificant deviations from the agreed upon target quality, in the case of only insignificant impairment of the usability, in the case of natural wear and tear or damages which occur after the passing of risk due to incorrect or negligent treatment, excessive use, unsuitable consumables or due to special external influences which are not stipulated under the contract.
- 10) If the Purchaser does not comply with its examination, inspection and notification obligation in time or not in an orderly manner, warranty claims for defects or other claims for damages of the Purchaser towards us are excluded insofar as performance of the inspection would have avoided or reduced damages incurred.
If the communication on complaints or notification of defects is not made in time or even omitted, the delivery is considered to have been approved.
- 11) Moreover, we are liable for material defects as follows:
All parts or services must at our discretion be repaired, newly delivered or newly rendered, which -within the period of limitation - exhibit a material defect irrespective of their operating time, insofar as their cause existed already at the time of passing of risk.
- 12) Claims due to material defects become time-barred within 12 months as from passing of risk.
- 13) Claims of the Purchaser for expenses incurred due to subsequent performance, in particular transport, travel, labour and material cost are excluded insofar as the expenses are increased because the delivery object has subsequently been moved to another place than the branch of the Purchaser, unless the transfer corresponds to its intended use.
- 14) Legal recourses of the Purchaser against us exist only insofar as the Purchaser with its customer has made no agreements beyond the statutory claims for defects.
- 15) For damage claims of the Purchaser the following clause IX. (Total Liability) is applicable.
Further or other claims than those stipulated in VII. or IX. for material defects are excluded.
- 16) The direct cost incurred due to repair and/or replacement delivery, i. e. the expenses directly necessary for the purpose of subsequent performance, in particular the cost of the replacement part including shipment as well as the reasonable cost of disassembly and assembly are borne by us, insofar as the complaint concerning the delivery object proves to be justified. Otherwise, the Purchaser bears the cost.

Insofar as the expenses are increased by the fact that the Purchaser or third parties have transferred the delivery object to a place outside the Federal Republic of Germany, the Purchaser has to bear the surplus cost resulting from it in connection with the elimination of defects.

VIII. Industrial Property Rights, Defects of Title

- 1) Unless otherwise specified, our responsibility to make the delivery free from third party industrial property rights and copyrights (hereinafter "property rights") is restricted to the territory of the Federal Republic of Germany. Insofar as a third party puts forward justified claims against the Purchaser for infringement of property rights by deliveries made by us and used according to contract, we are liable vis-à-vis the Purchaser within the deadline of 12 months as from passing of risk mentioned in VII. 12) as follows:

- At our discretion and at our expenses we will either obtain a right of use for the deliveries concerned, modify them in such a manner that the property right is not infringed, or exchange them. If this is not possible for us under reasonable conditions, the Purchaser is entitled to the statutory rights of withdrawal or reduction of the purchase price. Compensation for futile expenditure can only be requested by the Purchaser, if, regarding the defect of title, we are liable for intent or gross negligence. Our obligation to pay damages is based on IX. (Total Liability).
 - The above obligation does only exist insofar as the Purchaser promptly notifies to us in writing the claims put forward by third parties, does not acknowledge an infringement, and all measures of defence and settlement negotiations are reserved for us. If the Purchaser ceases to use the delivery to minimise the damage or for other important reasons, it is obliged to inform the third party so that no acknowledgement of an infringement of a property right is associated with the cessation of use.
 - Claims of the Purchaser are excluded insofar as it is responsible for the infringement of the property right itself. Such an infringement of a property right for which the Purchaser is responsible exists in particular, if we produce a delivery object according to its specific instructions and/or specifications which infringes a property right. The same applies insofar as the application of the delivery object has been unforeseeable for us or, insofar as the infringement of a property right is caused by the fact that the delivery has been modified by the Purchaser or is used together with products which have not been delivered by us.
- 2) In the case of infringements of property rights, the provisions of VII. 8), VII. 9) and VII. 14) apply accordingly to the claims of the Purchaser stipulated in VIII. 1) clause 1.
 - 3) Further or other claims of the Purchaser than those stipulated in VIII. against us or our vicarious agents for a defect of title are excluded.

IX. Total Liability – General Provisions regarding Warranty

- 1) The warranty for defects is excluded in particular, if damages on the delivery object, services or on legal interests of the Purchaser are due to the following reasons:
 - Incorrect information on intended purpose, place of use or conditions of use of the delivery object and/or
 - Incorrect further processing, assembly, treatment,
 - Usual normal or excessive wear and tear which cannot be traced back to defects in production or material,
 - Excessive use and improper handling of the delivery objects,
 - Incorrect installation of the delivery object by the Purchaser or third parties, unless the incorrect installation is based on our instructions,
 - Non-compliance of the instructions given by us for putting into operation and operation of the delivery object,
 - The Purchaser transfers the product to another place than the agreed upon place of use and negative consequences result from it.
- 2) If the delivery objects are resold by the Purchaser or by a third party, who puts forward warranty claims for the defect in a justified manner, which already existed on passing of risk between us and the Purchaser, the statutory provisions apply to the recourse of the entrepreneur providing that the compensation for damages by us is limited by us to an amount of 120% of the invoice amount of the delivery objects and/or service(s) concerned.
- 3) The elimination of all material defects by us and/or any rendering of services due to the enforcing of warranty claims takes place without recognition of a legal obligation.

- 4) Claims of the Purchaser for damage compensation are excluded irrespective of the legal nature of the claim put forward.
- 5) The exclusion of liability mentioned in IX. 4), however, does not apply to:
 - Warranties.
 - Damages due to infringement of essential contractual duties, that are of essential relevance with regard to the objective of the contract and whereto the other contract party can trust on, so-called cardinal obligations. However, in case of slight negligence, the liability for damages is limited to the foreseeable damage typically occurring.
 - Damages from the injury of life, body or health, if we are responsible for the breach of duty.
 - Other damages, which are based on an intentional or grossly negligent breach of duty committed by us, with our breach of duty having the same status than that of our legal representatives or vicarious agents.
 - Claims for damages due to impossibility or due to our inability.
 - The liability under the Product Liability Act remains unaffected
- 6) A change in the burden of proof to the customer's disadvantage is not associated with the above provisions.
- 7) The liability according to the product liability law remains unaffected.
- 8) Insofar as the liability for damages vis-à-vis us is excluded or limited, this also applies to the personal liability for damages of our employees, our commercial agents and our vicarious agents.
- 9) Any payment of compensation by us occurs without recognition of a legal obligation.
- 10) If a delivery is made to territories outside the Federal Republic of Germany, the Purchaser releases us from any liability for possible third party claims which would be, as the case may be, justified according to the statutory provisions of the country of destination, but exceed the liability stipulated in the present terms and conditions.
The same applies, if the Purchaser, after delivery of the delivery object within the country, transfers the delivery object abroad.

X. Data Protection

We are entitled to use the data on the Purchaser received with respect to the business relationship or in connection with it, irrespective of whether they originate from the Purchaser itself or from third parties, within the meaning of the German Federal Data Protection Act (BDSG).

XI. Place of Performance – Place of Jurisdiction – Applicable Law – Partial Invalidity

- 1) Place of performance for all rights and obligations resulting from our deliveries and services - also for disputes involving document, bill of exchange and cheque transactions - in commercial dealings is Herbrechtingen D-89542 for both parties.
- 2) In commercial dealings, for legal disputes for which the German local courts have subject matter jurisdiction, Stuttgart Local Court, and for legal disputes for which the Regional Courts have subject matter jurisdiction, Stuttgart Regional Court is agreed upon as the place of jurisdiction. Mandatory statutory provisions on exclusive jurisdiction remain unaffected.
- 3) The business relationship between us and the Purchaser is exclusively governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.
- 4) We reserve the right to file suit also at the court competent for the Purchaser, or at any other court which may have jurisdiction according to national or international law.

- 5) If individual provisions of the present contract terms and condition are or become invalid, validity of the remaining provisions remains unaffected. If any part of a clause is invalid, validity of the remainder of the clause remains unaffected, if it can be separated in terms of its content from the invalid part, otherwise is comprehensible in itself, and constitutes a remaining reasonable provision in the overall context of the contract.