

## **Klimmer Group**

### General Terms and Conditions of Sale and Delivery

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#### **1. Validity**

1.1 These General Terms and Conditions of Sale and Delivery apply to any contractual relationship relating to the manufacture and/or delivery of products or the provision of services (hereinafter referred to as "Contractual Products") by

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- **BSB Metallverformung GmbH + Co. Stanzwerk**  
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- **BWB Behälter-Werk Burgau GmbH + Co. KG**  
Siemensstraße 8, 89331 Burgau
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(hereinafter referred to individually as "Contractor") to entrepreneurs, legal entities under public law and special funds under public law (hereinafter referred to as "Customer"). Customer and Contractor are hereinafter also referred to as "Parties" or individually as "Party".

1.2 Unless expressly agreed otherwise in writing, for example, in order confirmations or separate agreements (e.g. non-disclosure agreements, quality agreements, technical specifications), the services and deliveries of the Contractor shall be made exclusively on the basis of these General Terms and Conditions of Sale and Delivery.

1.3 Conflicting, deviating or additional general terms and conditions of the Customer (e.g. terms and conditions of purchase) are not recognized and therefore not part of the contract, unless the Contractor has expressly agreed to their validity in writing. This also applies if the Customer refers to its terms and conditions during correspondence (e.g. within the framework of a long-term or call-off contract in connection with the conclusion of individual orders or individual call-offs).

1.4 These General Terms and Conditions of Sale and Delivery shall also apply if the Contractor carries out the delivery or service to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from its terms and conditions.

1.5 Unless otherwise agreed, the General Terms and Conditions of Sale and Delivery in the version valid at the time of the Customer's order shall also apply as a framework agreement for similar future contracts without the Customer having to refer to them again in each individual case.

## **2. Offer, conclusion of contract, documents and specifications**

- 2.1 The Contractor's offers are subject to confirmation and non-binding. This also applies if the Contractor provides the Customer with catalogs, technical documentation, product descriptions or other documents.
- 2.2 Orders or commissions by the Customer shall be deemed to be a binding offer of a contract. The Contractor may accept this offer of a contract within 10 working days (Monday to Friday) after receipt by means of an order confirmation. The conclusion of the contract occurs with acceptance by the Contractor.
- 2.3 Notwithstanding clause 17.1 of these General Terms and Conditions of Sale and Delivery, orders and order confirmations may also take place in text form.
- 2.4 Insofar as the Contractor provides the Customer with catalogs, technical documentation, product descriptions or other documents, the Customer must check them for completeness, correctness and suitability for the intended use of the Contractual Products by the Customer. This applies regardless of whether these documents are those that the Contractor submits in connection with an offer, an order confirmation or other documents.
- 2.5 Insofar as the Customer sets specifications of any kind, including especially requirements regarding the specification or the purchase of products from certain upstream suppliers, the Customer bears sole responsibility and liability for these specifications.

## **3. Long-term contracts, delivery call-offs, price adjustments**

- 3.1 If the Parties agree that the Contractor is to supply the Customer with Contractual Products for a period of more than one year or if a contract with a term of more than one year is concluded ("long-term contracts"), the Contractor's obligation to supply certain quantities shall only arise with the express confirmation by the Contractor of a delivery call-off by the Customer.
- 3.2 The Contractor may terminate long-term contracts with a notice period of 3 months to the end of a month without giving any reason.
- 3.3 Should a significant change occur in labor, material or energy costs, in the case of long-term contracts, either Party is entitled to request negotiations on an appropriate adjustment of the price, taking these factors into account. If the Parties are unable to agree on the necessity of price adjustments within 20 working days of notification by a Party, the Contractor may terminate the long-term contract for cause with immediate effect.

- 3.4 If a binding order quantity for the entire term of the contract has not been agreed, the Contractor shall base its calculation on the non-binding order quantity (target quantity) expected and notified by the Contractor for a certain period of time. If the Customer purchases less than the target quantity, the Contractor shall be entitled to increase the unit price appropriately in accordance with the resulting increase in costs. If the Customer no longer purchases any Contractual Products and the target quantity is not reached as a result, the Contractor may demand reimbursement of the unamortized investment costs.
- 3.5 In the case of long-term contracts, unless otherwise agreed in writing, the Customer must notify the Contractor of binding order quantities or target quantities at least 3 months before the delivery date by call-off. The Customer is obliged to accept and pay for the quantities of the Contractual Products notified for the next three months on a rolling basis. Additional costs caused by a delayed delivery call-off or changes to the delivery call-off after expiry of the three-month period with regard to the Contractual Product, the delivery time or the quantity by the Customer shall be borne by the Customer, unless it is not responsible for the delay or change; the Contractor's calculation is decisive.

#### **4. Delivery period, delay in delivery**

- 4.1 The delivery period is specified by the Contractor in the order confirmation.
- 4.2 The delivery period shall begin with the conclusion of the contract, unless the documents and information of the Customer required for performance are not available in full (e.g. approvals, releases, advance payments, answering technical questions).
- 4.3 If the Contractor is unable to meet binding delivery periods due to reasons for which he is not responsible (e.g. non-availability of the service), he shall inform the Customer of this immediately, stating a new delivery or performance period. In particular, untimely or defective delivery to the Contractor by upstream suppliers shall also be deemed non-availability of the service.
- 4.4 The Contractor is entitled to refuse to commence or continue its activities until the Customer has provided its (cooperative) performance (e.g. an advance/installment, a security deposit, a decision by the Customer required for the processing or execution of the order or the payment of a partial invoice after partial acceptance) in full, after a corresponding request by the Contractor.
- 4.5 If changes to the Contractual Products are agreed, the delivery period shall be extended by a reasonable period.

## **5. Delivery, transfer of risk, shipping**

- 5.1 Unless otherwise agreed, the Contractor shall deliver EXW (Incoterms 2020) at the place designated by the Contractor. The notification of readiness for shipping or pick-up by the Contractor is decisive for compliance with the delivery date or the delivery period. The risk is also transferred to the Customer if the Contractor has taken over the delivery.
- 5.2 Delivered Contractual Products shall be accepted by the Customer without prejudice to any liability for defects on the part of the Contractor, even if they have insignificant defects.
- 5.3 Contractual products that are notified as ready for shipping must be accepted by the Customer immediately. Otherwise, the Contractor is entitled to ship them at its option or to store them at the Customer's expense and risk. In the event of storage by the Contractor, the Contractor shall be entitled to charge storage costs in the amount of 0.25% of the invoice amount of the Contractual Products to be stored per elapsed week, but not more than 5% of the invoice amount of the Contractual Products to be stored. The Contractor reserves the right to assert higher costs. In the event of higher costs, the storage costs already paid as a percentage will be deducted from this.
- 5.4 The Contractor shall be entitled to make partial deliveries if the partial delivery can be used by the Customer within the scope of the contractual intended purpose, the delivery of the remaining ordered Contractual Products is ensured and the Customer does not incur any significant additional expenses or costs as a result (unless the Contractor agrees to bear these costs).
- 5.5 At its own discretion and at the expense of the Customer, the Contractor is entitled to take out appropriate transport insurance.

## **6. Prices and payment terms**

- 6.1 The prices are for the scope of services and delivery listed in the order confirmation in Euro EXW (Incoterms 2020) plus VAT, standard packaging, freight, postage, customs and insurance.
- 6.2 Unless otherwise agreed, all invoices are due for payment within 14 days of the invoice date without discount. The date of payment shall be determined by the receipt of the bank transfer on the Contractor's account.

- 6.3 The minimum order value is € 250.00. The Contractor reserves the right to either postpone orders below this limit until the minimum order value has been reached or to charge a handling fee of up to € 50.00.
- 6.4 The Customer is only entitled to a right of set-off if its counterclaims have been legally established or acknowledged by the Contractor. In addition, the Customer is only entitled to exercise a retention right to the extent that its counterclaim is based on the same contractual relationship.
- 6.5 If the Customer faces the threat of illiquidity or insolvency or if the Customer is in default of payment with more than four consecutive invoices, the Contractor shall be entitled to only perform against payment in advance in the future.

## **7. Samples and production resources**

- 7.1 Unless otherwise agreed, the production costs for samples and production resources (tools, molds, templates, etc.) shall be invoiced separately from the goods to be delivered. This also applies to production resources that need to be replaced as a result of wear and tear.
- 7.2 If the Customer suspends or terminates the cooperation during the production period of the samples or production resources, all production costs incurred up to that point shall be borne by the Customer and shall be reimbursed by the Customer to the Contractor.
- 7.3 Ownership of samples and production resources manufactured or procured by the Contractor itself shall remain with the Contractor. Ownership of samples and production resources shall only pass to the Customer if the Parties have expressly agreed to this and the Customer bears all costs.

## **8. Prototypes**

- 8.1 If the Parties agree that the Contractor must deliver a Contractual Product for which the TISAX definition is to be certified as a "prototype" according to TISAX for a maturity level specified in such an agreement and then to be achieved, the TISAX attestation to be achieved shall be in accordance with the Contractor's standards for the "pre-series" with **[Appendix X]**.
- 8.2 In the event that the Customer intends to order prototypes whose nature and standards deviate from the scope of the provisions on "pre-series" laid down by the Contractor, for example with regard to data protection, confidentiality or other customer-specific requirements, an express, written and separate contractual agreement is required.

- 8.3 If these deviations result in necessary adjustments to processes and safety precautions in accordance with clause 8.2, these shall be made directly at the beginning of the project and in coordination with the Customer and communicated to those involved in the process. Any resulting costs shall be paid by the Customer. If these deviations result in necessary adjustments with regard to the TISAX certification (TISAX label) in accordance with clause 8.2, the Customer shall notify the Contractor in writing of the desired test objective (TISAX test objective), the Parties shall agree in writing on the test objective and the Contractor shall be granted a reasonable period of time to carry out the TISAX process required to achieve the TISAX label.

## **9. Reservation of ownership**

- 9.1 The reservation of ownership agreed below serves to secure all existing current and future claims of the Contractor against the Customer arising from the supply relationships existing between the Parties.
- 9.2 The Contractual Products of each supply relationship delivered by the Contractor to the Customer (reserved goods) shall remain the property of the Contractor until all claims have been paid in full.
- 9.3 The reserved goods may neither be pledged to third parties nor assigned by way of security prior to full payment of the secured claims. The Customer shall notify the Contractor immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) seek to seize or have access to the goods owned by the Contractor.
- 9.4 In the event of breach of contract by the Customer, particularly in the event of non-payment of the purchase price due, the Contractor shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the goods on the basis of the reservation of ownership. The demand for surrender does not simultaneously include the declaration of withdrawal; rather, the Contractor is only entitled to demand the return of the reserved goods and to reserve the right to withdrawal. If the Customer does not pay the purchase price due, the Contractor may only assert these rights if the Customer has previously been given a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.
- 9.5 Until revoked in accordance with 9.5.3, the Customer is entitled to process and sell the reserved goods in the ordinary course of business until the occurrence of the enforcement event. Pledges and assignments by way of security are not permitted. In this case, the following provisions additionally apply:
- 9.5.1 The reservation of ownership extends to the full value of the products resulting from the processing, mixing or combination of the reserved goods. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership

remains, the Contractor shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting goods (product) as to the reserved goods.

- 9.5.2 The Customer hereby assigns to the Contractor by way of security the claims against third parties arising from the resale of the reserved goods or the product in total or in the amount of any co-ownership share of the Contractor in accordance with 9.5.1. The Contractor accepts the assignment. The obligations of the Customer referred to in 9.3 shall also apply with regard to the assigned claims.
- 9.5.3 The Customer remains entitled to collect the claim alongside the Contractor. The Contractor undertakes not to collect the claim as long as the Customer fulfills its payment obligations, there is no defect in its ability to pay and the Contractor does not assert the reservation of ownership by exercising a right pursuant to 9.4. However, if this is the case, the Contractor may demand that the Customer disclose the assigned claims and their obligors, provide all information necessary for collection, hand over the associated documents and inform the obligors (third parties) of the assignment. In addition, the Contractor is entitled in this case to revoke the Customer's authorization to further sell and process the reserved goods.
- 9.5.4 If the realizable value of the security exceeds the Contractor's claims by more than 50%, upon request by the Customer, the Contractor shall release security at its option.

## **10. Warranty for defects**

- 10.1 The rights of the Customer in the event of defects in the Contractual Products shall be measured in accordance with the statutory provisions, unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the Contractual Products to a consumer, even if the consumer has further processed them (supplier recourse pursuant to Sections 478, 445a, 445b BGB [German Civil Code]). Claims arising from supplier recourse are excluded if the defective goods have been further processed by the Customer or another entrepreneur, for example by installing into another product.
- 10.2 Notwithstanding Section 434 para. 2 sentence 1 nos. 2 and 3 as well as Section 434 para. 3 BGB [German Civil Code], the absence of defects of a Contractual Product shall be determined exclusively by the quality of the Contractual Product expressly agreed between the Parties.
- 10.3 A specific usability of the Contractual Products as well as the provision of any accessories or instructions by the Contractor must be expressly agreed between the Parties. In the absence of an agreement, the Customer cannot invoke a defect if the Contractual Product is not suitable for the required and/or intended use. The Contractor does not warrant that the Contractual Product is suitable for normal use,

nor that it has a quality that is customary for items of the same type and that the Customer can expect, or that assembly or installation instructions as well as other instructions are enclosed with the Contractual Product. Section 434 (3) BGB [German Civil Code] is expressly waived.

- 10.4 Specifications of the Contractual Products by the Contractor do not represent any quality characteristics or warranted properties guaranteed by the Contractor, but rather, descriptions or markings of the Contractual Products. The agreement of a guarantee ("Garantie") or a warranted property shall only be made by means of an individual, express written agreement with the Contractor.
- 10.5 If the Contractor manufactures Contractual Products according to the specifications of the Customer or its customers or obtains products or services for this purpose from suppliers specified by the Customer or its customers, the Customer shall ensure that these specifications or preliminary services from specified suppliers are complete and error-free and suitable for the intended purpose. This obligation of the Customer also exists if verbal or written advice is given to the Contractor on the specifications of the Customer or its customers.
- 10.6 If the Contractual Products are manufactured according to the Customer's specifications, the Contractor is only responsible for manufacture and delivery in accordance with the specifications. The Contractor is not responsible for the Customer's specifications. Warranty claims and claims for damages by the Customer against the Contractor for defects or errors in the Contractual Products as well as other breaches of duty by the Contractor are excluded if and to the extent that these are attributable to (incorrect and/or incomplete) the Customer's specifications. If a third party asserts claim(s) against the Contractor, the Customer shall indemnify the Contractor against such claim(s) if and to the extent that these are attributable to (incorrect and/or incomplete) specifications from the Customer or its customers.
- 10.7 Claims for defects on the part of the Customer presuppose that it has complied with its statutory obligations to inspect and give notice of defects. The Customer must inspect the Contractual Products immediately after delivery and report defects immediately in writing. If the Customer fails to notify, the goods shall be deemed to have been approved, unless it is a defect that was not identifiable at the time of the inspection. If the defect was not identifiable at the time of delivery, the notification must be made immediately after discovery and the Customer must explain the reason why the defect was not identifiable, otherwise the goods shall be deemed to have been approved even in view of the defect, which will result in the loss of warranty rights for corresponding defects.
- 10.8 Accordingly, the notification of defects must be made immediately, but no later than 3 working days from the discovery of the defect.
- 10.9 If the Customer fails to properly inspect and/or report defects, the Contractor's liability shall be excluded in accordance with the statutory provisions.
- 10.10 At the request and discretion of the Contractor, the rejected Contractual Product shall either (1) be made available for pick-up or post-processing on site or for post-



processing by third parties or (2) be returned to the Contractor carriage paid. In all other respects, the statutory claims for reimbursement of expenses shall apply.

10.11 The Customer must set the Contractor a reasonable grace period for cure. A grace period shall be deemed to be reasonable if, for the type of cure chosen by the Contractor, it takes into account the time for any reordering of materials from the Contractor's suppliers that may become necessary and the time for repair or the time for the manufacture of new Contractual Products.

10.12 If the Contractor refuses cure seriously and definitively due to disproportionate costs, if cure fails or if it is unreasonable for the Customer, the Customer may, at its discretion, only demand a reduction in the remuneration (reduction) or revocation of the contract and damages instead of performance in accordance with the statutory provisions.

10.13 If a separate ppm agreement has been concluded between the Parties (parts per million), those provisions shall apply in addition to these General Terms and Conditions of Sale and Delivery and, in case of doubt, shall take precedence over them.

10.14 The limitation period for claims arising from material defects and defects of title is twelve months.

10.15 The limitation period begins with delivery or, if acceptance has been agreed or is required by law, with acceptance.

## **11. Contractor's liability**

11.1 The following limitations of liability apply to the Contractor as well as to its bodies, legal representatives, employees, other vicarious agents and other persons whose fault the Contractor is responsible for in accordance with the statutory provisions. Liability for third parties is excluded.

11.2 The following limitations of liability do not apply to guaranteed quality characteristics or to fraudulently concealed defects.

11.3 Liability for damages – regardless of the legal basis – is limited to intent and gross negligence within the scope of fault-based liability.

11.4 Liability for simple negligence is limited to damages (1) resulting from injury to life, limb or health and (2) from the not insignificant breach of a material contractual obligation. Material contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on the observance of which the Customer regularly relies and may rely. In both cases, liability is limited to compensation for the foreseeable, typically occurring damage.

11.5 The amount of the damage caused by default is limited to 5% of the agreed price for the Contractual Products concerned.

## **12. Reject and loss rates**

12.1 If the Customer provides the Contractor with parts for cleaning, the Contractor's liability for rejects and workpiece loss in the case of cleaning parts is excluded up to a quota of 2%. If, due to the geometry or other characteristics, it is to be expected that a higher quota will actually be realized, the Parties shall mutually agree to increase the quota referred to in the sentence above.

12.2 The respective quota does not include removal samples for residual dirt investigations, adhesive tests and retention samples.

For rejects or losses that exceed the respective quota, the Contractor shall compensate the Customer for the damaged parts in the amount of the manufacturing costs incurred by the Customer.

## **13. Force majeure**

13.1 Events of force majeure are, in particular, industrial disputes, riots, armed conflicts, terrorist attacks, official measures and sanctions, failure to deliver by suppliers of the Contractor, epidemics and pandemics as well as other unforeseeable, unavoidable and serious events (hereinafter referred to as "events") that prevent the Contractor from fulfilling its performance obligations. Such events release the Contractor from the performance obligations for the duration of the disruption and to the extent of its effect.

13.2 This also applies if these events occur at a time when the Contractor is in default, unless he has caused the delay intentionally or through gross negligence.

13.3 The Contractor is obliged to inform the Customer immediately about the occurrence of such an event and its consequences and to coordinate further steps.

13.4 If an event exists for a period of more than 6 (six) months and prevents the Contractor from fulfilling its performance obligations during this period, the Parties are entitled to withdraw from the contract without any claims arising in favor of the other contracting Party. The obligation to remunerate (partial) services already rendered remains unaffected.

## **14. Intellectual property rights**

- 14.1 Unless expressly agreed otherwise in writing, all copyrights and other intellectual property rights with regard to the Contractual Products or the associated documents (e.g. instructions for use, drawings, models and other technical documents) shall be the exclusive property of the Contractor. The Customer may not duplicate, copy or reproduce the Contractual Products as well as the associated documents and may only use them as part of the design for which the Contractual Products are intended.
- 14.2 If the Contractor has further developed and completed drawings, models or other (technical) templates on behalf of the Customer or its customers, the Contractor shall be entitled exclusively to all copyrights and other intellectual property rights arising therefrom.
- 14.3 Drawings or technical documents made available to the Customer about the goods to be delivered or their manufacture remain the property of the Contractor.
- 14.4 Insofar as the Contractor has developed and/or manufactured Contractual Products on the basis of certain specifications of the Customer and these specifications are the subject of the assertion of infringement of intellectual property rights by third parties against the Contractor, the Customer is obliged to indemnify the Contractor against such claims upon first request. This indemnification obligation of the Customer refers to all costs and expenses that the Contractor necessarily incurs from or in connection with the claim by a third party.

## **15. Confidentiality**

- 15.1 If a non-disclosure agreement has been concluded between the Parties, this shall take precedence over the following provisions of clause 15.
- 15.2 The Parties are obliged to use all documents (including samples, models, drawings, specifications and data), information and knowledge that they receive from the other Party in the course of the business relationship or to which they have access from the other Party (hereinafter referred to as "information"), (i) exclusively within the scope of and for the purposes of cooperation, (ii) not disclose them to third parties and (iii) protect them against access by third parties with appropriate and suitable protective measures within the meaning of the Trade Secrets Act ("Geschäftsgeheimnisgesetzes"), but at least with the same care as corresponding documents and knowledge of their own.
- 15.3 The obligations in this clause 15 apply to information regardless of whether the information was communicated or provided orally, in writing, in an embodied form or in another manner.
- 15.4 The information may not be provided or made accessible to unauthorized third parties. The duplication of information is only permitted if this is absolutely necessary

for the purposes for which the information was provided or made accessible by a Party and does not conflict with copyright regulations.

- 15.5 The Parties undertake not to imitate or reverse engineer the information themselves or through third parties (so-called "reverse engineering" and "re-engineering"). The information may only be made available to those employees of the Parties who must necessarily have knowledge of the information within the scope of and for the purposes of the cooperation and who have also been obliged to maintain non-disclosure.
- 15.6 The confidentiality obligations do not apply to information (i) which is in the public domain at the time of sending or disclosure to the other Party or which becomes publicly known without breach of confidentiality obligations, or (ii) which was already generally known to the other Party prior to sending or disclosure to that Party without breach of confidentiality obligations, or (iii) which was developed independently by one Party without use of or reference to the information of the other Party or (iv) which has been sent or made available to a Party by an authorized third party without breach of confidentiality obligations, or (v) which has been exempted from the confidentiality obligation by written agreement between the Parties. If a Party is obliged to disclose the information of the other Party in whole or in part on the basis of an official or judicial order or on the basis of mandatory statutory provisions, this shall not be deemed to be a breach of the confidentiality obligations of this Party, provided that the Party concerned immediately notifies the other Party of the fact as well as the scope of the information to be disclosed (if legally permissible and possible) and the Party concerned makes all reasonable efforts to ensure that the information is treated confidentially and discloses information only to the extent strictly necessary. The Party invoking one or more of the exceptions in this clause 15.6 shall prove that the corresponding conditions for the exception(s) are met.
- 15.7 The Parties are obliged to inform the other Party immediately if they become aware of or suspect an imminent or past breach of the confidentiality obligations.
- 15.8 The obligations arising from this clause 15 shall commence upon initial receipt of the information and shall continue to apply indefinitely after the end of the business relationship.

## **16. Sanctions**

- 16.1 The Customer undertakes and assures not to sell, deliver, transfer or export, directly or indirectly, the Contractual Products ordered from the Contractor to natural or legal persons, organizations or bodies or to use them in the context of technical assistance or other services, insofar as this would be/is prohibited for the Parties under the applicable export restrictions. Export restrictions include, in particular, export control and sanction regulations of the United Nations, the European Union including the Dual-Use Regulation ((EU) 2021/821), the Federal Republic of Germany, the People's Republic of China or the United States of America, partial or total

embargoes relating to countries, goods or persons, or licensing requirements. In this respect, the Customer undertakes to comply with the same, regardless of whether the export restrictions apply to it.

- 16.2 In the event that the funds and economic resources of the Customer or a recipient of the Contractual Products are or will be frozen on the intended delivery date due to export restrictions and/or there is a prohibition on the intended time of delivery due to export restrictions, to make funds or economic resources available or to benefit the Customer or a recipient of the Contractual Products directly or indirectly, the Contractor shall be released from its performance obligation.
- 16.3 Clauses 16.1 and 16.2 shall not apply if compliance with the sanctions of the United States of America violates Regulation (EEC) 2271/96 as amended from time to time and a corresponding obligation constitutes a violation of Section 7 of the Foreign Trade and Payments Ordinance.
- 16.4 In the event that the Contractor has doubts that the Customer is acting or intends to act in accordance with this obligation, the Contractor shall be entitled to demand appropriate evidence from the Customer (e.g. end-use declarations, permits, etc.) for the use of the Contractual Products in accordance with Section 16.1 of this Regulation. If, in such a case, the Customer does not succeed in proving that the Contractual Products have been used in accordance with Section 16.1, or fails to do so in good time, the Contractor shall be entitled to postpone delivery until appropriate proof has been provided. If the provision of appropriate proof fails, the Contractor is entitled to termination with cause. This does not affect the right to compensation for damages.

## **17. Written form, applicable law, place of jurisdiction, severability clause**

- 17.1 Additions or amendments to these General Terms and Conditions of Sale and Delivery, including this clause, as well as the contracts concluded thereunder, must be made in writing in order to be valid.
- 17.2 The relationship between the Contractor and the Customer is exclusively subject to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.
- 17.3 The place of jurisdiction for all disputes arising from the business relationship between the Contractor and the Customer is Günzburg, Federal Republic of Germany. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected by this provision.
- 17.4 Should one or more provisions of these General Terms and Conditions of Sale and Delivery be invalid or void, the validity of the remaining provisions shall not be affected. The Parties undertake to replace the invalid provision or to supplement a gap in the contract by agreeing on a provision that comes as close as possible in a legally valid manner to what the Parties would have agreed in accordance with their presumed intention to be determined on the basis of the contractual relationship.