General Terms and Conditions of Sale

January 2024

1. Scope of application

1.1 These General Terms and Conditions of Sale shall apply to all business transactions (deliveries and services) with the customer. They shall only apply if the customer is an entrepreneur within the meaning of Section 14 German Civil Code (BGB), a legal entity under public law or a special fund under public law.

1.2 These General Terms and Conditions of Sale shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if (and insofar as) we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if the customer refers to his general terms and conditions in the context of the order and we do not expressly object to this.

1.3 Unless otherwise agreed, these General Terms and Conditions of Sale in the version valid at the time of the customer's order or, in any case, in the version last communicated to him in text form, shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

2. Offer / Conclusion of contract / Procurement risk and guarantee

2. Our offers shall be subject to change and non-binding, unless they are expressly designated as binding offers. They shall constitute requests for orders. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents – including in electronic form – to which we reserve ownership rights and copyright, respectively.

2.2 The ordering of goods by the customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 14 calendar days of its receipt by us, unless the customer must regularly expect a later acceptance by us (Section 147 German Civil Code [BGB]).

2.3 A contract shall only be concluded – even in current business transactions – when we confirm the customer's order in writing or in text form (i.e. also by fax or e-mail). In the event of delivery or performance within the period during which the customer is bound to the order, our confirmation can be replaced by receipt of our invoice by the customer.

2.4 We shall only be obligated to supply from our own stock of goods. Even in the case of call-off orders, there shall be no obligation on our part to stockpile delivery items or parts required for them as a safety stock for the fulfilment of future orders or call-offs, unless such a stockpiling obligation has been expressly agreed.

2.5 We shall only assume a procurement risk by virtue of a separate written agreement using the phrase "we assume the procurement risk...". The assumption of a no-fault procurement risk within the meaning of Section 276 German Civil Code (BGB) or a no-fault procurement guarantee cannot be seen solely in our obligation to deliver an item determined only by its type.

3. Delivery

3.1 Only the delivery dates expressly confirmed by us as binding shall apply. In the event of non-binding or approximate (approx., about etc.) delivery dates and deadlines, we shall endeavour to meet these to the best of our ability. Should we be unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and, at the same time, inform the customer of the expected new delivery deadline.

3.2 Delivery and/or performance periods shall commence upon receipt of our order confirmation by the customer, but not before all details of the order's execution have been clarified, and all other requirements to be fulfilled by the customer have been met, in particular, agreed advance payments or securities have been paid in full. The same shall apply to delivery dates and performance dates. If the customer has requested changes after placing the order, a new reasonable delivery and/or performance period shall commence upon our confirmation of the change, unless expressly agreed otherwise. The term "reasonable" shall mean a delivery period which corresponds to the original remaining delivery period plus the period of the change negotiations and a scheduling period of 7 calendar days.

3.3 Deliveries and/or services before expiry of the delivery/service period shall be permissible. The day of delivery shall be the day of notification of readiness for dispatch in cases where the recipient is obligated to collect to delivery item; otherwise, the day of dispatch of the products.

3.4 Should we be in default of delivery, the customer must first set us a reasonable grace period of at least 14 calendar days for performance. If this period expires without result, any claims for damages for breach of duty – for whatever reason – shall only exist in accordance with the provisions of Clauses 3.5 and 11.

3.5 We shall not be in default (i) as long as the customer is in default with the fulfilment of main performance obligations vis-a-vis us, including those stemming from other contracts; (ii) in cases of force majeure pursuant to Clause 4.1 for the duration of the force majeure (including a subsequent reasonable start-up period) and (iii) in the event of an outstanding export licence from the Federal Office of Economics and Export Control (BAFA), provided that we are not responsible for a delayed issue.

3.6 Excess or short deliveries of up to 10 per cent shall be permitted for deliveries by weight or quantity, unless otherwise agreed in writing and this is not unreasonable for the customer. For quantities of less than 200 kilograms, higher deviations shall also be permitted, depending on delivery options, unless otherwise agreed in writing and this is not unreasonable for the customer.

3.7 We shall be entitled to make partial deliveries if

- said partial delivery can be used by the customer for the contractually intended purpose,
- the delivery of the remaining ordered goods is ensured and
- the customer does not incur any significant additional work or costs as a result (unless the customer agrees to bear these costs).

4. Force majeure / Self-delivery / Contractual adjustment

4.1 If – for reasons for which we are not responsible – we do not receive deliveries or services from our subcontractors for the provision of our contractual delivery or service, despite proper, sufficient and timely ordering/coverage from the subcontractor (in the quality and quantity agreed with the customer), or do not receive these in a correct manner or on time, or if we (or our subcontractors) are affected by events of force majeure of not insignificant duration (i.e. lasting longer than 14 calendar days), we shall inform our customer in good time in writing or in text form. In such a case, we shall be entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that we have fulfilled our above notification obligation and have not assumed the procurement risk within the meaning of Clause 2.5. The term “force majeure” shall include strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks through no fault of our own, any impediments to performance or restrictions resulting from pandemics and/or epidemics – even if the pandemic and/or epidemic already existed when the contract was concluded – unforeseeable export/import bans, embargoes, partial embargoes, official requirements or restrictions that render the provision of our services impossible or only possible with a disproportionate amount of effort (e.g. entry bans in the case of goods imported from other countries/commissioning at a customer’s premises), unforeseeable delays in customs clearance, delays in the granting (or non-granting) of export licences by the Federal Office of Economics and Export Control (BAFA), operational hindrances through no fault of our own – e.g. due to fire, water and machine damage – and all other hindrances which, from an objective point of view, have not been culpably caused by us.

This shall also apply if material shortages and production bottlenecks occur for reasons for which we are not responsible – such as war – which are not the direct consequence of such an event, but their indirect consequence, such as a gas shortage, which can lead to a restriction in production.

4.2 If a delivery and/or performance date or a delivery and/or performance period has been agreed as binding, and if the agreed delivery and/or performance date or the agreed delivery and/or performance period is exceeded due to events according to Clause 4.1, the customer shall be entitled to withdraw from the contract due to the part not yet fulfilled after a reasonable grace period has expired without result. Any further claims of the customer, in particular, claims for damages, shall be excluded in this case.

4.3 The above provision pursuant to Clause 4.2 shall apply accordingly if, for the reasons stated in Clause 4.1, it is objectively unreasonable for the customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery and/or performance date.

4.4 Should the legal and/or economic and/or logistical and/or procurement conditions on the market for the provision of the contractual delivery change (when compared to the time at which the contract was concluded) to such an extent that, from an objective standpoint, we can no longer reasonably be expected to fulfil the delivery obligation, our delivery obligation shall lapse. In particular, we may no longer be

expected to fulfil the delivery obligation if, due to a general shortage of raw materials and/or parts of the goods or parts thereof or raw materials for them on the procurement market, we are unable to procure them from our usual suppliers up to this point in time within a sufficient period of time, in order to meet the delivery deadline owed to the customer, insofar as we would trigger an order on the procurement market immediately after the call-off in the case of a call-off delivery obligation or after contract conclusion in the case of an individual delivery deadline. The cancellation of our delivery obligation shall also occur if the situation or event leading to the aforementioned state of contractual inappropriateness was foreseeable, in principle, but not in specific terms at the time the contract was concluded. In this case, the parties shall immediately negotiate an amendment to the contract, taking into account the interests of both parties, which takes into account the aforementioned situation. If, at the request of one of the parties to the contract, such an agreement is not reached within 30 calendar days, both parties shall be entitled to withdraw from the unfulfilled part of the contractual relationship concerned without compensation.

5. Dispatch and transfer of risk

5.1 Delivery shall be made in accordance with the agreed Incoterm® 2020, which is also the place of fulfilment for delivery and any subsequent performance. At the customer's request and expense, the goods will be dispatched to another destination (sale to destination). Unless otherwise agreed, we shall be entitled to determine the type of dispatch (in particular, transport company, dispatch route, packaging) ourselves. In the case of a collection and dispatch obligation, the goods shall be transported at the risk and expense of the customer.

5.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or organisation designated to perform the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law pertaining to contracts for work and services shall also apply accordingly to an agreed acceptance. If the customer is deemed to be in default of acceptance, this shall be deemed equivalent to handover or acceptance.

6. Prices / Payment / Offsetting and retention

6.1 The prices stated in the order confirmation shall apply. Unless otherwise agreed, our current prices at the time of contract conclusion shall apply, plus statutory VAT.

6.2 If agreed, the customer shall bear the transport costs in the case of sale by dispatch (Clause 5 (1)) and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

6.3 We shall be entitled to adjust the remuneration unilaterally at our reasonable discretion in the event of an increase in material procurement costs, wage and ancillary labour costs, as well as energy costs and costs due to environmental regulations, if there are more than 2 months between contract conclusion and delivery. An increase in the aforementioned sense shall be excluded insofar as the cost increase in the aforementioned factors is cancelled out by a cost reduction in other of the aforementioned factors vis-a-vis the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other cost factors, we shall pass on this cost reduction in the form of a price reduction.

6.4 The purchase price shall become due and payable within the agreed payment term. However, we shall be authorised at any time – even within the framework of an ongoing business relationship – to execute a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation with the order confirmation at the latest.

6.5 The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is otherwise undisputed. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected, in particular, in accordance with Clause 7.6 Sentence 2 of these General Terms and Conditions of Sale.

6.6 Should it become apparent subsequent to contract conclusion (e.g. through an application to open insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 German Civil Code

[BGB]). In cases involving contracts for the manufacture of non-fungible goods (customised products), we may declare our withdrawal immediately; the statutory provisions governing the dispensability of setting a deadline shall remain unaffected.

7. Material defects

7.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery, as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the statutory provisions governing the sale of consumer goods (Sections 474 et seq. German Civil Code [BGB]) and the rights of the customer arising from separately issued guarantees, in particular, on the part of the manufacturer, shall remain unaffected. We hereby warrant that the goods are free from defects in material and workmanship at the time of transfer of risk, and that they comply with the data stated in the specification or data sheet.

7.2 A warranty stretching beyond Clause 7.1 for any (objectively) expected properties (e.g. durability, functionality, compatibility) or pertaining to the suitability of the goods for a specific use shall not be assumed unless this has been agreed separately. Rather, the customer shall be responsible for ascertaining whether the goods are suitable for the intended use with the data stated in the specification or the data sheet.

7.3 In principle, we shall not be liable for defects which the customer is aware of (or is grossly negligent in not being aware of) when the contract is concluded (Section 442 German Civil Code [BGB]). Furthermore, the customer's claims for defects presuppose that he has fulfilled his statutory inspection and notification obligations (Sections 377, 381 German Commercial Code [HGB]). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later point in time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 8 calendar days of delivery and defects not recognisable during the inspection within the same period from discovery. Should the customer fail to properly inspect the goods and/or report defects, our liability for the defect – be it not reported, not reported on time, or not reported properly – shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, in particular, the customer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

7.4 Upon commencement of processing, treatment, combination or mixing with other items, the delivered goods shall be deemed to have been approved by the customer in accordance with the contract. The same shall apply in the event of onward shipment from the original destination, insofar as the connection does not correspond to the intended use of the goods.
Before commencing any of the aforementioned activities, the customer shall be responsible for clarifying – by means of appropriate tests in terms of scope and methodology – as to whether the products supplied are suitable for the processing, procedural and other purposes intended by the customer.

7.5 If there is a defect for which we are responsible, we shall be entitled to subsequent performance by either rectifying the defect (subsequent improvement) or supplying a defect-free item (replacement delivery) at our discretion. Should we refuse subsequent performance, if such efforts have failed or is otherwise deemed unreasonable for the customer, the customer may assert further statutory rights.

7.6 We shall be entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

7.7 The customer must allow us the time and opportunity required for the subsequent performance owed, in particular, to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us at our request in accordance with the statutory provisions; however, the customer shall not be entitled have said defective item returned to them. Subsequent performance shall not include the dismantling, removal or de-installation of the defective item or the installation, fitting or installation of a defect-free item if we were not originally obligated to render these services; the customer's claims for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

7.8 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular, transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these General Terms and Conditions of Sale, if a defect actually exists. Otherwise, we may demand compensation from the customer for the costs arising from the unjustified request to remedy the defect if the customer knew (or could have recognised) that there was, in fact, no defect.

7.9 If a reasonable deadline to be set by the customer for subsequent performance has expired without success, or is dispensable in accordance with prevailing statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there shall be no right of cancellation.

7.10 Claims by the customer for the reimbursement of expenses pursuant to Section 445a (1) German Civil Code (BGB) are hereby excluded unless the last contract in the supply chain pertains to a consumer goods purchase (Sections 478, 474 German Civil Code [BGB] or a consumer contract for the provision of digital products, Sections 445c Sentence 2, 327 (5), 327u German Civil Code [BGB]). The assertion of claims by the customer for damages or reimbursement of futile expenses (Section 284 German Civil Code [BGB]) shall only exist in accordance with the following Clauses 8 and 9, even if the goods are defective.

7.11 If the customer or a third party performs improper repairs, we shall not be liable for the resulting consequences insofar as the defect and/or damage is based on this. The same shall apply to changes made to the goods without our prior consent.

7.12 Our warranty and the resulting liability shall be excluded insofar as defects (and associated damage) are not demonstrably due to defective material, defective design, defective workmanship or defective instructions for use and/or assembly, or are due to the fact that the agreed level of functionality, compatibility or interoperability has not been established. In particular, any warranty and the resulting liability shall be excluded for the consequences of incorrect use or exceptional wear and tear of the products, excessive use or unsuitable storage conditions – for example, the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond to the average standard influences provided for in the contract. This shall not apply in the event of fraudulent, grossly negligent or wilful acts on our part, or injury to life, limb or health, or liability in accordance with a mandatory statutory liability situation.

7.13 Any claims for defects shall not exist in the event of (merely insignificant) deviations from the agreed or customary quality or usability.

8. Exclusion/Limitation of liability

8.1 We shall not be held liable, in particular, for claims of the customer for damages or the reimbursement of expenses – irrespective of the legal grounds – and/or for breach of duties arising from the contractual obligation and from unauthorised acts.

8.2 The above exclusion of liability shall not apply

- for our own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- for the breach of material contractual obligations; the term “material contractual obligations” denotes those obligations, the fulfilment of which characterises the contract and on which the customer may rely;
- in the event of injury to life, limb and health, including by legal representatives or vicarious agents;
- in the event of default, insofar as a fixed delivery and/or fixed performance date was agreed;
- insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance result, or a procurement risk within the meaning of Clause 2.5;
- in the event of liability under the German Product Liability Act (Produkthaftungsgesetz) or other mandatory statutory liability.

8.3 In the event that we or our vicarious agents are only guilty of slight negligence and no case as per the above Clause 8.2, there 1., 3., 4., 5. and 6. In the event of a breach of essential contractual obligations, we shall only be liable for the foreseeable damage typical of the contract.

8.4 Any further liability is hereby excluded.

8.5 The exclusions or limitations of liability in accordance with the above Clauses 8.1 to 8.4 and 8.6 shall apply to the same extent in favour of our executive bodies, our executive and non-executive employees and other vicarious agents, as well as our subcontractors.

8.6 The assertion of any claims by the customer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year from the start of the statutory limitation period. This shall not apply if we are deemed to be guilty of malice, intent or gross negligence, for claims due to injury to life, limb or health, or in the case of a claim based on an unauthorised act or an express, additional guarantee or the assumption of a procurement risk.

8.7 A reversal of the burden of proof shall not be associated with the above provisions.

8.8 The customer may only withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. The customer's free right of cancellation (in particular, in accordance with Sections 650, 648 German Civil Code [BGB]) shall be excluded. In all other respects, all pertinent statutory requirements and legal consequences shall apply.

9. Statute of limitations

9.1 Notwithstanding Section 438 (1) No. 3 German Civil Code (BGB), the general limitation period for customer claims arising from material defects and defects of title shall be one year from delivery. This limitation period shall also apply to the customer's contractual and non-contractual claims for damages based on a defect in the goods. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 If the goods in question concern a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory regulation (Section 438 [1] No. 2 German Civil Code [BGB]). Other special statutory provisions on the statute of limitations (in particular, Section 438 [1] No. 1, [3], Section 444, 445b German Civil Code [BGB]) shall remain unaffected.

9.3 The aforementioned limitation periods of sales law shall also apply to contractual (and non-contractual) claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (Section 195, 199 German Civil Code [BGB]) would lead to a shorter limitation period in individual cases. Any claims for damages by the customer in accordance with Clauses 8.2, 1st and 3rd indents, as well as in accordance with the German Product Liability Act (Produkthaftungsgesetz), shall lapse exclusively in accordance with the statutory limitation periods.

10. Retention of title / Lien

10.1 We hereby reserve title to all equipment and goods supplied by us (hereinafter collectively referred to as "reserved goods") until all our claims arising from the business relationship with the customer – including future claims arising from contracts concluded at a later date – have been settled. This shall also apply to a balance in our favour, if individual or all of our claims are included in a current account and the balance is drawn.

10.2 The customer must insure the reserved goods adequately, in particular, against fire and theft. Any claims against the insurance company arising from a claim relating to the reserved goods are hereby assigned to us in the amount of the value of said reserved goods.

10.3 The customer shall be authorised to resell the delivered products in the ordinary course of business. Other instances of disposition, in particular, pledges or the granting of ownership by way of security, shall not be permitted. If the goods subject to retention of title are not paid for immediately by the third-party purchaser on resale, the customer shall be obligated to resell them only subject to retention of title. The authorisation to resell the reserved goods shall lapse without further ado if the customer suspends payment or defaults on payment to us.

10.4 The customer hereby assigns to us all claims – including securities and ancillary rights – which accrue to him from (or in connection with) the resale of goods subject to retention of title against the final purchaser or against third parties. He may not enter into any agreement with his customers which excludes or impairs our rights in any way, or which nullifies the advance assignment of the claim. If goods subject to retention of title are sold together with other items, the claim against the third-party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The customer shall remain authorised to retain the claim assigned to us until our revocation, which is permissible at any time. At our request, he shall be obligated to provide us with all information and documents necessary for the collection of assigned claims and, if we do not do so ourselves, to inform his customers immediately of said assignment to us.

10.6 If the customer includes claims from the resale of goods subject to retention of title in a current account relationship existing with his customers, he hereby assigns to us any recognised final balance in his favour in the amount corresponding to the total amount of the claim from the resale of our goods subject to retention of title included in the current account relationship.

10.7 Should the customer have already assigned claims from the resale of the products delivered (or to be delivered) by us to third parties, in particular, on the basis of real or unreal factoring, or has made other agreements on the basis of which our current or future security interests pursuant to Clause 10 may be impaired, he must notify us of this immediately. In the event of "non-genuine factoring", we shall be entitled to withdraw from the contract and demand the return of products already delivered. The same shall apply in the case of "genuine factoring" if the customer cannot freely dispose of the purchase price of the receivable under the contract with the factor.

10.8 If the customer acts in breach of contract – in particular, in the event of default in payment – we shall be entitled to take back all goods subject to retention of title after cancellation of the contract. In this case, the customer shall be obligated to surrender the goods without further ado. We may enter the customer's business premises at any time during normal business hours to determine the inventory of the goods delivered by us. Taking back the reserved goods shall only constitute cancellation of the contract if we expressly declare this in writing, or if this is provided for by mandatory statutory provisions. The customer must inform us immediately in writing of any access by third parties to goods subject to retention of title or claims assigned to us.

10.9 The processing and treatment of the goods subject to retention of title shall be carried out for us as the manufacturer, but without any obligation on our part. Should the reserved goods be processed (or inseparably combined) with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of our goods to the invoice values of the other processed or combined items. Should our goods be combined with other movable items to form a single item which is to be regarded as the main item, the customer hereby assigns to us co-ownership thereof in the same proportion. The customer shall hold the property or co-ownership for us free of charge. The resulting co-ownership rights shall be deemed to be reserved goods. Upon our request, the customer shall be obligated at any time to provide us with the information required to pursue our ownership or co-ownership rights.

10.10 As security for our claims vis-a-vis the customer, the customer shall transfer to us reworking credits on metal accounts held with us and other materials stored with us, provided that these credits and materials are his property. We hereby agree on the transfer of ownership of these items in our possession. Insofar as we are entitled to due claims against the customer, we shall be entitled to convert these into monetary claims according to the current market value (stock market value), and to offset them against our claims against the customer.

10.11 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10 % in total, we shall be obligated to release securities of our choice at the customer's request.

10.12 If – in the case of our deliveries to the customer or the agreed transfer to a foreign country – certain measures and/or declarations are required on our part in the importing country, in order for the above-mentioned retention of title (or the other rights specified therein) to be effective, the customer shall inform us of this in writing or in text form immediately after contract conclusion and executive or undertake such measures and/or declarations immediately at his own expense. We shall contribute to this to the necessary extent. If the law of the importing country does not permit retention of title, but allows us to reserve other rights to the goods, we may exercise all such rights at our reasonable discretion (Section 315 German Civil Code [BGB]). If this does not provide equivalent security for our claims against the customer, the customer shall be obligated to immediately provide us with a payment guarantee from a German financial institution affiliated with the German Credit Protection Fund ("Kreditsicherungsfonds") at his own expense, excluding the right to the writ of execution and performance under German law and with German jurisdiction.

11. Proprietary rights

11.1 Unless otherwise agreed, we shall only be obligated to provide the delivery in the Federal Republic of Germany free of industrial property rights and copyrights of third parties. Should a third party raise justified claims due to the infringement of industrial property rights by products supplied by us to the customer, we shall be liable to the customer within the period specified in Clause 9 as follows:

- We shall, at our discretion, first endeavour to obtain (at our expense) either a right of use for the deliveries concerned, or to modify the delivery item in such a way that the property right is not infringed, or to replace it, while complying with the contractually agreed properties. Should this not be possible for us under reasonable conditions, the customer shall be entitled to his statutory rights, which shall, however, be governed by the contractual agreements between the customer and us, supplemented by these General Terms and Conditions of Delivery and Service.
- The customer shall only be entitled to rights in the event of an infringement of property rights by our delivery items if he notifies us immediately in writing of the claims asserted by third parties, does not acknowledge an infringement and leaves all defence measures and settlement negotiation efforts to us.
- Should the customer cease to use the products in order to minimise damages or for other important reasons, he shall be obligated to inform the third party that said cessation of use does not constitute an acknowledgement of an infringement of property rights.
- If the customer suffers legal action by third parties due to the use of the products supplied by us because of infringements of property rights, the customer undertakes to inform us of this immediately, and to give us the opportunity to participate in any legal dispute. The customer must support us in every respect in our efforts to manage such a legal dispute. The customer must refrain from actions that could impair our legal position.

11.2 Claims by the customer are hereby excluded if the customer is responsible for the infringement of property rights. Any claims of the customer shall also be excluded insofar as said infringement of property rights is caused by certain specifications of the customer, by an application not foreseeable by us, or by the fact that the products are modified by the customer or used together with products not supplied by us, insofar as the infringement of property rights is based on this.

12. Place of fulfilment, place of jurisdiction, applicable law

12.1 The place of fulfilment for all contractual obligations shall be the registered office of our company in Pforzheim, with the exception of the case of the assumption of an obligation to be discharged at the creditor's domicile.

12.2 If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all legal disputes arising from the contractual relationship, as well as its creation and efficacy, shall be the court responsible for the registered office of our company for both parties. In all instances, however, we shall also be entitled to bring legal action at the place of fulfilment of the delivery obligation in accordance with these General Terms and Conditions of Sale, or an overriding individual agreement or at the customer's general place of jurisdiction. Any overriding statutory provisions, in particular, regarding exclusive responsibilities, shall remain unaffected.

12.3 The contractual relationship shall be subject to German law. International sales law (CISG) shall not apply.