

## General Terms and Conditions

### I. General

These General Terms and Conditions are divided into General Sales and Repair/Maintenance Conditions (II) and General Conditions of Purchase (III)

### II. General Sales and Repair/Maintenance Conditions

#### § 1 General, scope

(1) These Sales and Repair/Maintenance Conditions (SRMC) apply to all our business relationships with our customers insofar as the customer is a merchant (§ 14 German Civil Code (BGB)), a corporate body under German public law or a specialised entity subject to German law.

(2) The SRMC apply to contracts relating to the sale and/or supply of movable goods and chattels and to repair/maintenance contracts. The relevant current version of the SRMC also applies to future contracts with the same customer, without reference having to be made to them in each individual case.

(3) Our General Terms and Conditions apply exclusively. Divergent, contradictory or amendatory General Terms and Conditions of the customer shall only form part of the contract if and insofar as we have expressly agreed to their validity. This requirement for agreement applies in every case; also, for example, if we carry out delivery to the customer without reservation in the knowledge of the customer's General Terms and Conditions.

(4) Individual agreements made with the customer in particular cases have in all instances precedence over these General Terms and Conditions. The content of agreements of this type is defined and authorised by a contract in writing or our written confirmation.

(5) Legally relevant declarations and notifications to be submitted to us by the customer following conclusion of the contract (e.g. time limits, notice of defects, declaration of cancellation or price reduction) are not effective unless they are in written form.

(6) Comments regarding the validity of statutory provisions are only for clarification. Even without this form of clarification the statutory provisions apply insofar as they are not directly amended or expressly excluded in these General Sales and Repair/Maintenance Conditions.

## **§ 2 Conclusion of contract**

(1) Our offers are without engagement and non-binding. This also applies if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents (including in electronic form) to which we reserve our title and copyright.

(2) The placing of an order for the goods by the customer is a binding offer of contract. Unless stipulated otherwise in the order we are entitled to accept this offer of contract within 14 days of receipt by us.

(3) Acceptance can be expressed either in written form or by delivery of the goods to the customer.

## **§ 3 Delivery date and delay in delivery**

(1) The delivery date/time will be agreed individually or stated by us on acceptance of the order.

(2) If binding delivery dates/times cannot be observed for reasons beyond our control we shall inform the customer immediately and at the same time advise of the probable new delivery date. If delivery by the new date is also not possible we are entitled to withdraw wholly or partly from the contract. In this case we will immediately refund any consideration already provided by the customer. In this respect a particular case of non-availability of performance is late delivery by our suppliers. The legal cancellation and notice rights and the statutory

provisions regarding fulfilment of the contract on exclusion of the performance obligation (e.g. impossibility or unreasonableness of performance and/or supplementary performance) remain unaffected. The customer's cancellation and notice rights under § 7 of these General Sales and Repair/Maintenance Conditions also remain unaffected.

(3) The commencement of our default in delivery is determined by the statutory provisions. In every instance a reminder from the customer is required.

#### **§ 4 Deliveries, transfer of risk, acceptance, default of acceptance**

(1) Delivery is effected ex warehouse, which is also the place of performance. Goods are dispatched to a different destination at the buyer's request and expense. Unless agreed otherwise we are entitled to decide on the mode of shipment.

(2) In the event that German Sale of Goods law applies, the risk of accidental destruction or accidental impairment of the goods is transferred to the customer on delivery at the latest. In the case of contracts of sale involving the carriage of goods, however, the risk of accidental destruction and accidental impairment of the goods, together with the risk of delay, is transferred to the freight forwarder, carrier or person or institution nominated to perform shipment. If a contract between us and the customer is to be subject to German law applicable to works and services, acceptance shall define the transfer of risk. Handover and/or acceptance shall be deemed to have taken place in the event that the customer is in default of acceptance.

(3) If the customer is in default of acceptance, fails to provide assistance or delays delivery by us for other reasons for which he is liable, we are entitled to demand compensation for the resulting loss or damage, including additional expenditure (e.g. storage charges).

#### **§ 5 Prices and terms of payment**

(1) Unless otherwise agreed on an individual basis, the prices applicable are those in force at the time of conclusion of the contract. These are to be understood ex warehouse, plus statutory value added tax.

(2) In the event of shipment the customer shall bear the transport costs ex warehouse and where appropriate the costs of transport insurance requested by the customer. Any customs duties, charges, taxes and other public dues are to be borne by the customer. In accordance with packing regulations we do not accept return of transport and other packing/packaging; this becomes the customer's property. Pallets are excepted.

(3) All invoices are due within 30 days of issue unless otherwise agreed.

(4) On expiry of the agreed payment date the customer is in default of payment. During default interest will be calculated on the price at the current arrears interest rate. We reserve the right to claim further damages due to default. Our entitlement against merchants to interest from the due date (§ 353 German Commercial Code (HGB)) remains unaffected.

(5) The customer only has set-off rights or withholding rights insofar as a claim has been legally established or is undisputed. In the event of defects in delivery, § 7 Par. 6 of these General Terms and Conditions remains unaffected.

(6) If it becomes apparent following conclusion of the contract that our entitlement to the purchase price is endangered due to a lack of ability on the part of the customer to pay (e.g. by an application to open insolvency proceedings) we are entitled to withdraw from the contract under the statutory provisions relating to refusal of performance, if necessary following setting of an additional period of notice. In the case of contracts relating to the manufacture of non-fungible items we can declare our withdrawal immediately; the legal provisions regarding the dispensability of time limits remain unaffected.

## **§ 6 Retention of title**

**(1)** We retain title to goods supplied by us until payment in full has been received for all our present and future receivable accounts arising from the contract relating to a current business relationship (secured claim).

**(2)** The goods to which we retain title may not be pledged to a third party nor assigned as security/collateral until payment has been effected in full. The customer must inform us immediately in writing if and to what extent third parties receive access to goods belonging to us.

**(3)** In the event of actions by the customer in contravention of the contract, in particular in the event of non-payment of the due purchase price, we are entitled to withdraw from the contract under the statutory provisions and demand the return of the goods on the grounds of retention of title and withdrawal. If the customer does not pay the due purchase price we can only apply these rights if we have previously set the customer an appropriate time limit for payment without success or if a time limit of this nature is dispensable under the legal provisions.

**(4)** The customer is entitled to resell and/or process in the ordinary course of business the goods which are subject to retention of title. In this case the following additional provisions apply.

**a)** Retention of title extends to the full value of the products resulting from processing, mixing or connecting our goods, in which case we are to be considered as manufacturers. If following processing, mixing or connection with/to goods belonging to a third party, said third party retains title, we acquire joint title in proportion of the invoice values of the processed, mixed or connected goods. In all other respects the same applies to the resulting product as to the goods supplied under retention of title.

**b)** The customer shall transfer the receivable accounts against a third party resulting from the re-sale of the goods or product to us in total, or to the amount of any joint title as per the above paragraph, as security. We will accept the transfer. The duties of the customer as stated in Par. 2 also apply with regard to the receivable accounts transferred.

**c)** In addition to ourselves, the customer remains empowered to recover the receivable account. We undertake not to recover the receivable account provided the customer fulfils his payment obligations to us, does not get into arrears, is not the subject of an application to open insolvency proceedings and no other impairment of his ability to pay exists. If this is the

case, however, we can demand that the customer inform us of the receivable accounts transferred and the debtor associated with them, provides all necessary information for their recovery, hands over the associated documents and informs the debtor (third party) of the transfer.

**d)** If the realisable value of the security exceeds our receivable account by more than 10 % we will release security of our choice at the customer's request.

## **§ 7 Claims by the customer arising from defects/deficiencies**

**(1)** The statutory provisions apply to the rights of the customer regarding material defects or deficiencies in title (including incorrect and short delivery, faulty assembly or deficient assembly instructions) unless otherwise provided in the following.

**(2)** The basis of our liability for defects is primarily the agreement concluded regarding the condition of the goods. Product descriptions designated as such and provided to the customer before the order is placed, or incorporated into the contract in the same way as these General Sales and Repair/Maintenance Conditions, are to be considered as an agreement on the condition of the goods.

**(3)** Insofar as the condition of the goods was not agreed, judgement is to be made in accordance with the legal provision as to whether a defect exists or not. However, we assume no liability for public expressions by the manufacturer or other third party (e.g. advertising statements).

**(4)** In the event that German Sale of Goods law applies to the contract between the customer and ourselves, the customer's claims arising from defects require that he has fulfilled his legal duties regarding examination and notice of non-conformity (§§ 377, 378 HGB). If a defect becomes evident during or after examination we are to be notified in writing immediately. Notification is regarded as immediate if effected within two weeks, whereby prompt dispatch of the notification is sufficient to comply with the time limit. Irrespective of this examination and notification duty the customer must notify obvious defects (including incorrect and short delivery) within two weeks of delivery, whereby prompt dispatch of the notification is also sufficient to comply with the time limit. Our liability for the non-notified defect is excluded if the customer fails to perform the proper examination and/or notification of defects.

(5) If the item supplied is defective, the customer can demand supplementary performance in accordance with the statutory provisions. In the event that the German Sale of Goods law applies to the contract between the customer and ourselves we can decide, the legal provision notwithstanding, whether we remedy the defect or supply a defect-free item.

(6) We are entitled to make the supplementary performance owed by us conditional on the customer paying the due purchase price. However the customer is entitled to retain a part of the purchase price in proportion to the defect.

(7) The customer is to allow us the necessary time and opportunity for the supplementary performance, and in particular is to hand over the goods subject to complaint for examination purposes. In the event of a replacement delivery the customer is to return the defective item to us within three months. After receipt of the item the following provision applies with regard to costs.

(8) We will bear the expenditure necessary for the purpose of examination and supplementary performance, in particular transport, infrastructure, labour and material costs, if a defect is actually present. If, however, a demand by the customer for a defect to be remedied proves to be unjustified, we can demand reimbursement by the customer for the costs ensuing.

(9) In urgent cases, for example where operational safety is at risk, or to avoid disproportionate damage, the customer has the right to remedy the defect himself and demand recompense from us for the expenditure objectively necessary for this. We must be advised of this type of remedial action on the part of the customer immediately, if possible beforehand. The customer has no right to remedy the defect himself if we would be entitled to refuse to provide supplementary performance under the statutory provisions.

(10) If the supplementary performance is unsuccessful or a time limit set by the customer for supplementary performance expires without success or is dispensable under the statutory provisions, the customer can withdraw from the contract or reduce the price. No right of withdrawal exists, however, if the defect is negligible.

**(11)** Claims by the customer for compensation and/or reimbursement of unsuccessful expenditure only exist as defined in § 8 of these General Sales and Repair/Maintenance Conditions and are otherwise excluded.

## **§ 8 Other liabilities**

**(1)** Unless otherwise provided in these General Sales and Repair/Maintenance Conditions, including the following provisions, our liability in the event of breach of contractual and non-contractual duties is in accordance with the relevant statutory provisions.

**(2)** We are liable for damages – irrespective of the legal basis – in the event of wilful intent or gross negligence. In the event of ordinary negligence we are only liable

**a)** for loss or damage arising from injury to life, body or health,

**b)** for loss or damage arising from the breach of a basic contractual obligation (an obligation, the fulfilment of which makes the proper execution of the contract possible at all in the first place and in the observation of which the other party to the contract regularly does trust and may trust); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring loss or damage.

**(3)** If a basic liability exists on our part for simple or gross negligence, our liability for damages is limited to a maximum of €3,000,000.00 per case of damage or loss involving persons and material damage and to a maximum of €150,000.00 per case of damage or loss involving financial losses. The maximum liability on our part per calendar year – provided several cases of damage or loss occur in one calendar year – is limited to a maximum of €6,000,000.00 for personal and material losses and to a maximum of €300,000.00 for financial losses.

**(4)** The restrictions on liability arising from Par. 2 do not apply if we have maliciously concealed a defect or provided a guarantee for the condition of the goods. The same applies for claims by the customer under the Product Liability Act.



(5) The customer may only withdraw or give notice due to a breach of duty not in the form of a defect if we are responsible for the breach of duty. A free right of notice for the customer (in particular according to §§ 651, 649 BGB) is excluded. In all other respects the statutory requirements and legal consequences apply.

## **§ 9 Limitation period**

(1) Notwithstanding §§ 438 Par. 1 No. 3 BGB, 634 a Par. 1 No. 3 BGB, the general limitation period for claims arising from material/product defects and defects of title is 1 year from delivery or acceptance, unless otherwise agreed in individual cases.

(2) In all other respects the statutory limitation periods apply.

## **§ 10 Choice of law and jurisdiction**

(1) The law of the Federal Republic of Germany applies to these General Terms of Sale and Maintenance/Repair between ourselves and the customer to the exclusion of all international and supranational (contractual) legal systems and jurisdictions, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). By contrast, the requirements and effects of retention of title in accordance with § 6 are subject to the law at the current location of the item, insofar as the choice of law in favour of German law is impermissible or inoperative.

(2) If the customer is a merchant as defined by the German Commercial Code, a corporate body under German public law or a specialised entity subject to German law, the exclusive – also international – jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business in Alsdorf, Germany. We are, however, also entitled to take action at the customer's place of general jurisdiction.

### **III. General Conditions of Purchase**

#### **§ 1 General, scope**

**(1)** The present General Conditions of Purchase (GCP) apply to all business relationships with our suppliers (hereinafter referred to as 'seller'). The GCP only apply if the seller is a

merchant (§ 14 BGB), a corporate body under German public law or a specialised entity subject to German law.

(2) The GCP apply particularly to contracts relating to the sale and/or supply of movable items (hereinafter also: goods), regardless of whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 651 BGB). The Conditions of Purchase in their current form are also to be regarded as a framework agreement for future contracts relating to the sale and/or supply of movable items with the same seller, without the need for us to refer to them again in every individual case.

(3) These GCP apply exclusively. Divergent, contradictory or amendatory General Terms and Conditions of the seller will only form part of the contract if and insofar as we have expressly agreed to their validity. This requirement for agreement applies in every case; also, for example if we accept the seller's deliveries unconditionally in the knowledge of his General Terms and Conditions.

(4) Individual agreements made with the seller in particular cases (including supplementary agreements, amendments and changes) have in every instance precedence over these GCP. The content of agreements of this type must be defined and authorised by a contract in writing or our written confirmation.

(5) Legally relevant statements and notifications to be submitted to us by the seller following conclusion of the contract (e.g. time limits, reminders, statement of cancellation) must be in written form to be effective.

(6) Comments regarding the validity of statutory provisions are only for clarification. Even without this type of clarification the statutory provisions apply insofar as they are not directly amended or expressly excluded in these General Conditions of Purchase.

## **§ 2 Conclusion of contract**

(1) Our order does not become binding until placed in writing or confirmed in writing. The seller must advise us of obvious errors (e.g. clerical and arithmetical errors) in and incompleteness of the order, including the order documents, for purposes of correction or completion before acceptance, otherwise the contract will be regarded as not concluded.

(2) The seller is obliged to acknowledge our order in writing within 5 days. Delayed acceptance constitutes a new offer and requires acceptance by ourselves.

### **§ 3 Delivery time/date and delay in delivery**

(1) The delivery time stated in our order is binding. The seller is obliged to inform us immediately in writing if he anticipates being unable to observe agreed delivery times, whatever the reason.

(2) If the seller does not perform at all or not within the agreed delivery time or if delivery is delayed, our rights – particularly to cancellation and damages/compensation - are in accordance with the statutory provisions. The provisions of Par. 3 are not affected.

(3) If the seller is in default we are entitled to demand a penalty to the amount of 1% of the nett price per completed calendar week, but no more in total than 5% of the nett price of the goods subject to late delivery. We are entitled to demand the penalty in addition to fulfilment of the contract and to demand as a minimum amount compensation owed by the seller under the statutory provisions; enforcement of a further claim for loss/damage remains unaffected. If we accept delayed performance we must enforce the penalty clause no later than at the final payment.

### **§ 4 Performance, delivery, transfer of risk, default of acceptance**

(1) The seller is not entitled to have the performance owed by him fulfilled by a third party (e.g. a sub-contractor) without our written advance agreement. The seller bears the procurement risk for his performances unless one-off production is involved.

(2) Delivery within Germany is to be effected franco domicile ('free house') to the location stated in the order. If no point of destination is stated and unless otherwise agreed, delivery is to be effected to our place of business in Alsdorf, Germany. The point of destination is also the place of performance (debt to be discharged at creditor's domicile under German law).

(3) The consignment is to be accompanied by a delivery note containing date (issue and dispatch), contents of consignment, (Item Number and quantity) plus our order identification (date and number). If the delivery note is missing or incomplete we will not be liable for any resulting delays in processing and payment.

(4) The risk of accidental destruction and accidental deterioration of the item passes to us on handover at the place of performance. Insofar as an acceptance test is agreed, this defines the transfer of risk. In all other respects the statutory provisions of the works and services contract law also apply accordingly in the event of an acceptance test. Handover and acceptance shall be deemed to have taken place in the event that we are in default of acceptance.

(5) The commencement of our default of acceptance is defined by the statutory provisions. The seller must, however, expressly offer us his performance if a defined or definable calendar time is agreed for an action or involvement on our part (e.g. supply of material). If we are in default of acceptance the seller can demand compensation for his additional expenditure in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-fungible item to be manufactured by the seller (one-off production), the seller only has additional rights if we commit ourselves to involvement and are responsible for the absence of involvement.

## **§ 5 Prices and terms of payment**

(1) The price stated in the order is binding. All prices are quoted inclusive of statutory value-added tax, if this is not indicated separately.

(2) Unless otherwise agreed on an individual basis, the price includes all performances and ancillary obligations by the seller (e.g. assembly, installation) plus all ancillary costs (e.g. appropriate packing, transport costs including any transport insurance and third-party insurance). The seller must accept returned packing material at our request.

(3) The agreed price is due for payment within 30 calendar days of delivery and performance in full (including acceptance test if agreed, certification and documentation if required) plus receipt of an invoice in due form.

(4) We are not liable to pay interest from the due date. The seller's right to payment of default interest remains unaffected. The commencement of our default is defined by the statutory provisions. In every instance a reminder from the seller is required, however.

(5) Under the statutory provisions we possess set-off rights and rights of retention, together with the plea of the unfulfilled contract. In particular we are entitled to retain due payments as long as we have claims against the seller arising from incomplete or defective performance.

(6) The seller has a right of set-off or retention due to legally established or undisputed counterclaims only.

## **§ 6 Confidentiality and retention of title**

(1) We retain title and copyright to illustrations, plans, drawings, calculations, operating instructions, product descriptions and other documents. Documents of this type are to be used exclusively for contractual performance and are to be returned to us on completion of the contract. The documents are to be kept confidential from third parties, including after termination of the contract. The duty of confidentiality only expires if/when and insofar as the knowledge contained in the documents provided is a matter of common knowledge.

(2) The above provision applies mutatis mutandis to substances and materials (e.g. software, finished and semi-finished goods) and to tools, masters, patterns/samples and other objects which we provide to the seller for manufacture. Objects of this nature are – provided they have not been processed – to be kept safely at the seller’s expense and insured at the usual level of cover against destruction and loss.

(3) Processing, mixing or connecting by the seller of objects provided is undertaken for us. If third parties retain title in the event of our items being processed, mixed with or connected to their items, we claim joint ownership of the new item in proportion to the value of our item to the other items.

(4) Transfer of ownership of the goods to us is effected unconditionally and without regard to payment of the purchase price. In any case all forms of extended or prolonged retention of title are excluded, so that any retention of title which is declared by the seller and is effective only applies until the goods supplied to us have been paid for and only applies to these goods.

## **§ 7 Defective delivery**

(1) The statutory provisions apply to our rights in the event of material defects and defects of title of the goods (including wrong and short delivery, plus faulty assembly, deficient assembly instructions or operating instructions) and in the event of other breaches of duty by the seller, unless provided otherwise below.

(2) According to the statutory provisions the seller is in particular liable for the goods being in the agreed condition on transfer of risk to us. In any case the product descriptions which – especially through identification or reference in our order – are the subject of the relevant contract or are incorporated into the contract in the same way as these Conditions of Purchase constitute an agreement on the condition of the goods. In this regard it is immaterial whether the product description originates with us, the seller or the manufacturer.

(3) Notwithstanding § 442 Par. 1 S 2 BGB we are entitled to claims for defects, even if the defect remained unknown to us at the conclusion of the contract as a consequence of gross negligence.

(4) The statutory provisions apply to the commercial duty of examination and notice of non-conformity (§§ 377, 381 HGB), with the following stipulation: our duty of examination is limited to defects which become apparent under external inspection, including of the delivery documents, and during our quality control using spot sampling (e.g. transport damage, incorrect and short delivery). Insofar as an acceptance test is agreed on, no duty of examination exists. In other respects it depends to what extent an inspection is feasible in the ordinary course of business with regard to the circumstances of the individual case.

Our duty of notification of non-conformity for defects discovered subsequently remains unaffected. In all cases our notice of defect counts as immediate and in time if it is received by the seller within 2 weeks.

(5) The seller shall bear the costs of expenditure on his part for purposes of testing/checking and rectification even if no actual defect is found to have been present. Our liability for damages in the event of unjustified demands for rectification of defects remains unaffected; insofar as we are only liable if we have recognised or due to gross negligence have not recognised that no defect was present.

(6) If the seller fails to fulfil his duty of supplementary performance – at our discretion by rectification of the defect (rectification) or by supplying an item free of defects (replacement delivery) – within a suitable time limit set by us, we may rectify the defect ourselves and demand compensation from the seller for the necessary expenditure or demand a corresponding advance payment. If supplementary performance by the seller fails or is unacceptable to us (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate damage) there is no requirement to set a time limit; the seller is to be informed immediately, if possible in advance.

(7) In all other respects, we are entitled under the statutory provisions to a reduction of the purchase price in the event of material defects or defects of title or to withdraw from the



contract. We also have the right to damages and compensation for expenditure under the statutory provisions.

## **§ 8 Recourse of the entrepreneur**

(1) We are entitled without restriction to our legally defined rights to recourse within a supply chain (recourse of the entrepreneur as per §§ 478, 479 BGB) as well as to our claims for defects. In particular we are entitled to demand from the seller precisely the type of supplementary performance (rectification or replacement delivery) that we owe to our customer in the particular case. Our legal right of choice (§ 439 Par. 1 BGB) is not limited by this.

(2) Before we recognise or meet a claim for defects lodged by our customer (including compensation for expenditure as per §§ 478 Par. 3, 439 Par. 2 BGB) we shall inform the seller and ask for a written response to a short statement of the circumstances. If no response is received within a reasonable time and if no amicable solution is effected, the claim for defects actually lodged by us shall be regarded as due to our customer; the burden of proof to the contrary falls in this instance on the seller.

(3) Our claims under recourse of the entrepreneur are also valid if the goods have been processed by ourselves or one of our customers before their sale to a consumer, e.g. by incorporation into another product.

## **§ 9 Manufacturer's liability**

(1) If the seller is responsible for damage to the product he must indemnify us against claims by third parties to the extent that the cause is located in his domain and organisational sphere and he is liable to third parties.

(2) In the context of his indemnity obligation the seller must refund expenditure as per §§ 683, 670 BGB arising from or in connection with claims by third parties, including product recalls

undertaken by ourselves. We will inform the seller of the content and scope of product recalls – as far as is possible and reasonable – and give him the opportunity to respond. Additional legal claims remain unaffected.

(3) The seller must conclude and maintain product liability insurance with an inclusive cover amount of at least 10 million euros per personal/material loss.

## **§ 10 Limitation period**

(1) The mutual claims of the parties to the contract expire in accordance with the statutory provisions unless provided otherwise below.

(2) Notwithstanding § 438 Par. 1 No. 3 BGB the general time limit for claims for defects is 3 years from transfer of risk. If an acceptance test is agreed on, the limitation period begins with the acceptance. The 3-year time-limit applies in the same way to claims for defects of title, whereby the statutory time limit for real claims by third parties for restitution (§ 438 Par. 1 No. 1 BGB) remains unaffected; claims for defects of title do not have a limit in any case, provided the third party can still assert the claim against us – particularly in the absence of a time limit.

(3) The time limits of the German Sale of Goods law, including the above extension, apply – to the extent of the law – to all contractual claims arising from defects. Insofar as extra-contractual claims for damages against us also exist due to a defect, the regular statutory time limit (§§ 195, 199 BGB) applies if the application of the time limits of the German Sale of Goods law does not result in a longer time limit in the individual case.

## **§ 11 Choice of law and jurisdiction**

(1) The law of the Federal Republic of Germany applies to these General Terms of Sale and Maintenance/Repair between ourselves and the customer to the exclusion of all international and supranational (contractual) legal systems and jurisdictions, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). The requirements and effects of retention of title are subject to the law at the actual current location of the item, insofar as the choice of law in favour of German law is impermissible or inoperative.

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(2) If the seller is a merchant as defined by the German Commercial Code, a corporate body under German public law or a specialised entity subject to German law, the exclusive – also international – jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business in Alsdorf, Germany. We are, however, also entitled to take action at the customer’s place of general jurisdiction.

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**Any noun, pronoun or other word included in these General Terms and Conditions which implies the masculine shall be deemed to include the feminine or neuter.**