

General Sales Conditions and General Sales and Delivery Conditions of Munder Engineering GmbH & Co. KG

§1 Remit

- (1) These General Sales and Delivery Conditions (GSDCs) apply to all deliveries, services and offers of Munder Engineering GmbH & Co. KG (hereinafter: "Vendor"). The deliveries, services and offers of the Vendor are rendered exclusively based on these GSDCs. These GSDCs apply to the services and deliveries offered by the Vendor, as well as for offers for the sale of chattels and/or manufacture of such. These GSDCs apply only provided and to the extent that the contractual partners are entrepreneurs according to § 14 German Civil Code, as well as for public law special funds and/or public law legal entities (hereinafter: "Contractual Partner(s)"). These GSDCs apply also to all deliveries and services offered by the Vendor as well as for offers even if such are no longer specifically agreed.
- (2) Contrary General Terms and Conditions of Business of the Contractual Partner or third parties do not apply. This applies even in cases where the Vendor has not expressly objected to their inclusion. Inclusion does not occur also if the Vendor refers to a letter and General Terms and Conditions of Business of the Contractual Partner or a third party were enclosed with such letter or were included in such letter. Such a reference takes place without declaring consent to any General Terms and Conditions of Business included therein or enclosed. The Vendor hereby expressly objects to the General Terms and Conditions of Business of the Contractual Partner and/or such third parties.
- (3) Deviations from these GSDCs must be placed at least in writing to become effective. Altering or waiving this requirement for written form must also be placed in writing.

§ 2 Offer and contractual conclusion

- (1) The Vendor's offers are always subject to alteration. These are non-binding; this however does not apply if such are denoted as binding. This also does not apply if the Vendor's offer contains a tangible, time-limited or determinable acceptance deadline.
- (2) If the principal has stated desired product characteristics, handed over drawings, etc., the offers are based on the underlying technical data instructive for creating the offer. The Vendor relies upon such being correct. The Vendor is not duty bound to evaluate such itself.
- (3) The contractual relationship between the Vendor and the Contractual Partner as well as legal relationship extending beyond this is governed solely by the purchase contract concluded at least in writing or the work delivery contract concluded at least in writing, as well as these GSDCs. These ultimately reflect all agreements between the parties. The parties agree that verbal affirmations must be confirmed and at least placed in writing to become effective.
- (4) Alterations and/or supplements to the agreements made including to these GSDCs must at least be placed

in writing to become effective. Altering and/or waiving this requirement for written form must also be placed in writing for its part. Any verbal accords entered into before the purchase or work service contract were concluded are replaced by these GSDCs. Future verbal ancillary accords may be concluded by the business' managing directors only. For evidential purposes, these too must be placed at least in writing.

- (5) A contract also comes into being if the Vendor executes the services. However, this does not involve including the General Terms and Conditions of Business of the Contractual Partner.
- (6) All details stated by the Vendor at the offer stage before the binding order confirmation and/or binding contractual conclusion about performance, weights, speeds, power requirement, tolerances, durability, technical details, etc., as well as the illustrations of such, such as technical drawings and illustrations, are only approximate provided that no exact compliance with such is required for the contractual object to be used for the purpose envisaged by the contract. These are by no means guaranteed characteristics, rather labelling of the delivery or service or descriptions in this regard. The Vendor reserves the right to undertake deviations usual for the trade and such mandatory deviations resulting from legal regulations. Deviations are also reserved provided that such are technical improvements, as well as involving replacing components, equivalent parts or solutions. These alterations are permissible provided and to the extent that these are not unreasonable for the Contractual Partner. This applies provided that the usability for the contractually envisaged purpose is not impaired. The Vendor is authorised in this regard also to make alterations to the product provided that such are technical advancements (e.g. to the contractual object and/or the production processes or similar) and the alterations made by the Vendor are reasonable for the Contractual Partner.
- (7) The Vendor reserves its copyright as well as its proprietary right to all offers, quotations together with illustrations, design drawings, technical drawings, files, descriptions, calculations, prospectuses, catalogues, tools, models and aids it has issued. Prior, written consent by the Vendor is required for making such accessible or forwarding such to third parties and/or reproducing such. Usual data back-up remains permissible.
- (8) The Contractual Partner shall return to the Vendor immediately at the first time of asking the ceded, above objects in full. Copies shall also either be returned or destroyed. This applies provided that such are no longer required (the usual course of business is dispositive) or if negotiations held between the parties do not lead to such a contract being concluded. Data that has been provided electronically and saved as part of standard data back-up is excluded from the above regulations.
- (9) If the Vendor expressly denotes that the technical and commercial documents are binding, their non-binding nature becomes obsolete.
- (10) Drawings by the Vendor shall be verified by the Contractual Partner in terms of the system's local configuration options and the local construction dimensions. If there are errors, the Contractual Partner is duty bound to inform the Vendor immediately. If no such notification is made, the Contractual Partner may not claim that manufacturing has taken place using incorrect dimensions.

§ 3 Subsequent contractual adjustments

Subsequent alterations or supplements to the original contractual volume by the Contractual Partner will be invoiced by the Vendor at its respective valid sales prices, as is the case for additional or amended services. This applies also if alterations become necessary due to incomplete, incorrect or erroneous information provided by the Contractual Partner.

§ 4 Prices, payments and payment conditions

- (1) The stated prices apply to the service and delivery scope listed in the Vendor's order confirmations. Deviations, services, special services or additional services are calculated and remunerated separately. All prices apply "ex works" (EXW Incoterms 2020). Packaging costs, tax, customs, carriage, freight costs, delivery to and removal from the set-up location or unloading costs, as well as fees and public dues (including other taxes and encumbrances) are calculated and remunerated separately.
- (2) In the event of call-off requests or orders with execution that can be delayed by a period of more than four months starting from the Contractual Partner's binding order confirmation and in this regard have agreed prices based on the Vendor's list price, and delivery is not due to take place until more than four months after contractual conclusion at the request of the Contractual Partner, the Vendor's valid list prices at the time of delivery apply. If pro-rata discounts or fixed discounts are agreed, they shall be deducted accordingly.
The cost increases behind the increase in list prices (e.g. energy price changes, transport cost changes, material cost changes, etc.) shall be demonstrated to the Contractual Partner provided and to the extent that such demands evidence. The same applies for cost reductions.
- (3) Payments by cheque are ruled out in principle, but are in no way rendered in lieu of performance; should cheques in fact be accepted in an individual case, then only on account of performance.
- (4) Invoice amounts shall be paid without deduction within 14 days starting from the date on which the Contractual Partner receives the invoice. Deviating agreements shall also be placed in writing here.
- (5) Statutory default interest applies in the event of payment arrears. The Vendor is free to assert further default losses.
- (6) If following contractual conclusion the Vendor becomes aware of circumstances significantly impairing the Contractual Partner's creditworthiness, or are at least suitable to lead to and involve the risk of the open demands of the Vendor from the respective, tangible contractual relationship not being serviced, the Vendor is entitled to execute outstanding deliveries or render services only against prior payment or against securities.
- (7) Offsetting against counterclaims of the Contractual Partner and/or retention of payments of such claims is permissible only if the counterclaims result from the same order as the delivery in question.
- (8) In the event that dispatch and/or collection is delayed at the request or initiation of the Contractual Partner, the Vendor reserves the right to invoice appropriate storage costs for such.

§ 5 Delivery and service time, force majeure regulations

- (1) The dates/times and deadlines stated by the Vendor are non-binding and deemed approximate provided that nothing else is expressly agreed in writing or confirmed by the Vendor. If shipping is agreed between the parties in an exceptional case, the delivery deadlines and dates/times relate to the time of handover to the freight carrier, haulier or other third party enlisted for transport.
- (2) All of the Vendor's deliveries are rendered "ex works" (EXW Incoterms 2020) provided that nothing else is at least expressly agreed in writing.
- (3) Irrespective of its rights resulting from the Contractual Partner's default, the Vendor may demand that the delivery and delivery deadlines are extended or that the relevant deadlines are postponed if the Contractual Partner does not fulfil its cooperation duties towards the Vendor. This includes, in particular, if the Contractual Partner does not fulfil contractual duties or does not do so on time, if an agreed downpayment is not rendered on time, or other conditions required for a delivery are not effected by the Contractual Partner.
- (4) The Vendor is not liable for impossibility of the delivery or service or for delays to the delivery or service due to force majeure or other events unforeseeable at the time of contract conclusion (e.g. for non-delivery or non-timely delivery of pre-suppliers, difficulty in procuring material or energy, transport delay, strikes, other industrial action measures, lack of raw materials, non-issue of operational licences or non-timely production of such, pandemics, epidemics, official company closures or other official measures, etc.). This applies provided that the Vendor is not culpable for such. If a state of force majeure lasts for more than two months, both parties are entitled but not compelled to withdraw from the contract. If such events have a temporary duration, the delivery and/or service deadlines are extended accordingly or are postponed by the length of the continued impairment, plus an appropriate re-start period. Should the extension to the deadlines or postponement to the delivery date/time be unreasonable for the Contractual Partner, it may withdraw from the contractual relationship by way of a written declaration to this effect. In the event of a continuing obligation, the parties are entitled but not compelled to render extraordinary termination in lieu of withdrawal if the above conditions are prevailing.
- (5) The Vendor is authorised to render partial deliveries in the cases in which the partial delivery can be used by the Contractual Partner correctly for the contractual purpose, the delivery of the remaining contractual object is secured, and the partial delivery is also otherwise reasonable for the Contractual Partner, whereat the latter must not incur any significant additional expense or additional costs.
- (6) In the event that the Vendor enters arrears with a delivery or service or the delivery or service becomes impossible for the Vendor irrespective of the underlying reason for such, liability of the Vendor for compensation is limited pursuant to § 8 of these GSDCs.

§ 6 Place of fulfilment, packaging and shipping, acceptance, transfer of risk

- (1) The parties agree Benningen as the place of fulfilment for all obligations from this contractual relationship. This applies provided that nothing else is expressly agreed, at least in writing between the parties. If the Vendor also owes installation, the place of fulfilment is the installation location.
- (2) In the event that shipping by the Vendor has been agreed by the parties in exceptional cases, the shipping type and packaging are subject to the dutiful discretion of the Vendor. The transfer of risk to the Contractual Partner occurs in these cases at the latest when the contractual object is handed over to the haulier, freight carrier or other contractor enlisted with transport. The onset of the loading process is dispositive here. This applies also in cases where the Vendor has assumed other services, such as installation. If the Contractual Partner holds the cause for the delay and is culpable for such, the risk is transferred to the Contractual Partner on the day on which the contractual object is ready for dispatch and the Vendor has reported this circumstance to the Contractual Partner.
- (3) At the request and demand of the Contractual Partner, the Vendor shall take out insurance for the contractual object to be shipped; this insurance may cover, for example, transport damage, breakage, water damage, fire damage, theft or other insurable risks. The Contractual Partner shall bear the insurance costs. The insurance shall also only be taken out to the extent that such insurance is usual for the market.
- (4) For the exceptional case that the Vendor owes a delivery of the products to a location requested by the Contractual Partner, the parties shall conclude special agreements in this regard, at least in writing. However, the Contractual Partner bears the risk in principle and also shall bear any additional costs incurred in its desired location being reached without issue, that unloading can take place there without hazard and that qualified persons are available for these processes.
- (5) Irrespective of the type of delivery provision, the risk is transferred to the Contractual Partner at the time of acceptance arrears, even for accidental loss or deterioration of the item. If the Vendor stores the contractual object due to owed acceptance arrears by the Contractual Partner, the storage costs are 1% of the invoice amount of the contractual product to be stored per month, whereat exact pro-rata billing shall take place. The Contractual Partner reserves the right to demonstrate that lower storage costs have been incurred; in such a case, only these lower costs are owed. The Vendor reserves the right to demonstrate that it has incurred greater storage costs; in such a case, these greater costs are owed.
- (6) Provided that acceptance shall take place, the purchase item is deemed accepted if
 1. the delivery has been completed and use of the purchase item has commenced, as well as if an appropriate period has elapsed without complaint or the item is otherwise deemed as accepted without complaint (cf. § 8 of these GSDCs) provided that these regulations apply; and
 2. the Vendor has prompted the Contractual Partner as part of an express written notification to carry out acceptance with reference to the presumed acceptance; and
 3. an appropriate period has elapsed without a declaration to this effect being forthcoming from the Contractual Partner.

§ 7 Assembly and maintenance services

- (1) The Contractual Partner renders installation and assembly of contractual objects. The warranty assumes that the contractual object has been installed properly and professionally, and this has taken place consistent with the generally recognised rules of technology. The Vendor's installation instructions and specifications shall be followed.
- (2) If the Vendor is also due to carry out and/or install the contractual object, a special agreement is required for this.
- (3) As operator of the contractual object, the customer is duty bound to carry out maintenance according to the Vendor's operating and maintenance manual, and to observe the Vendor's installation and operating documentation and functional descriptions exactly. The Contractual Partner is duty bound to request the missing documents from the Vendor immediately if it does not have the manuals for whatever reason.

§ 8 Warranty and liability

- (1) The warranty period is one year starting from the time of delivery; if acceptance is required or agreed, the warranty period commences from the time of acceptance.
- (2) The delivered contractual objects shall be investigated carefully immediately after delivery and/or provision to the Contractual Partner or to a third party determined by the Contractual Partner as part of orderly course of business provided and to the extent that this is feasible and usual for the trade. Evident faults or faults that would have been recognisable as part of the above inspection are deemed approved by the Contractual Partner if it does not report a fault complaint in writing to the Vendor immediately, no later than 5 working days after delivery, and this complaint is received by the Vendor within this period. In terms of other faults, the contractual objects are deemed as approved by the Contractual Partner as contractually compliant and fault-free if the Vendor does not receive the fault complaint within 5 working days of the specific fault becoming recognisable. 'Recognisability' is governed by the normal, contractually compliant use of the contractual object. The Vendor has the right to demand that the contractual object in the complaint is returned. The Vendor incurs the freight costs. Return shipping is however ultimately rendered at the Vendor's cost only if the fault complaint was justified. In other cases, the Contractual Partner shall reimburse the Vendor with any freight costs for return based on the most inexpensive shipping route.
- (3) In the exceptional case that shipping or delivery by the Vendor is agreed (exceptions described above) and an incomplete delivery has been rendered or transport damage is recognisable as part of the above inspection, the Contractual Partner is duty bound to report such to the transport business (haulier, freight-carrier, other). In the event of transport damage not recognisable as part of the above inspections, the Contractual Partner shall report such damage to the transport business (haulier, freight-carrier, other) immediately upon discovery. The Vendor shall be informed immediately. Written form is deemed the minimum requirement for the above reporting and information duties.
- (4) The above restrictions do not apply if the Vendor has maliciously failed to mention the faults.

- (5) If the contractual object has a material fault, the Vendor is initially entitled and duty bound to render supplementary performance or replacement delivery, whereat it shall make this choice within an appropriate period. § 2 section 6 of these GSDCs governs the contractually owed composition. If the supplementary performance or replacement delivery fails (e.g. impossibility, refusal, inappropriate delay to the supplementary performance or replacement delivery, unreasonable nature), the Contractual Partner may withdraw from the contract or reduce the purchase price.
- (6) The Vendor does not issue any guarantees. These must be placed in writing in the individual case.
- (7) The scope of supplementary performance and/or replacement delivery is restricted to that originally owed by the Vendor. Services above and beyond such, for example installation, assembly, commissioning, etc. are not included in supplementary performance unless they were contractually owed by the Vendor from the outset.
- (8) The Contractual Partner holds no entitlements from warranty or other fault rights if it does not follow the Vendor's operating or maintenance instructions, has made technical alterations to products, replaced parts unprofessionally, or unprofessionally transported, stored, used or otherwise unprofessionally handled the product, or the deterioration can be traced to typical abrasion and/or typical, common wear and tear. The entitlements do not apply also if the product has sustained unreasonable stress, particularly outside of its operating limits.
- (9) Warranty and other fault rights are also obsolete if the Contractual Partner allows third parties to alter, adjust or otherwise modify the contractual object without the consent of the Vendor, and this makes rectifying faults impossible or unreasonably impairs such. However, the Contractual Partner shall bear at least the additional costs arising from such.
- (10) In the event that there are faults on other manufacturers' components and they cannot be rectified by the Vendor for factual reasons or due to contrary protection rights (licence right etc.), the Vendor will either assign its rights against the manufacturer and the supplier to the Contractual Partner – the limits of reasonable conduct shall be observed for the Contractual Partner – or the Vendor asserts the warranty and fault rights on the account of the Contractual Partner. The Vendor shall make the choice based on reasonable discretion. The warranty entitlements held by the Contractual Partner against the Vendor apply in these cases only if and to the extent that the judicial assertion and execution of the above entitlements against the manufacturer and/or supplier was unsuccessful or futile (e.g. due to insolvency) and if the other conditions are present consistent with these GSDCs.
- (11) If in an exceptional case a contract comes into being for used contractual objects, this is done so upon exclusion of any warranty and product fault entitlements and rights.
- (12) If the Vendor is culpable for the fault, the Contractual Partner may assert compensation claims towards the Vendor consistent with the following provisions.
- (13) The Vendor is liable for compensation, irrespective of the legal basis for such, above all for impossibility, poor or incorrect delivery, arrears, contractual breach, breaches of duty as part of contractual initiations and contractual negotiations, and non-permitted acts restricted only to this and the following provisions. This does not apply to injuries to limb, life or health or in the event of intentional breaches of duty or even malice. Statutory provisions apply in these cases.

These provisions are supraordinate even in cases of compelling statutory liability provisions or statutory liability circumstances independent of culpability, such as the Product Liability Act.

- (14) The Vendor is not liable for cases of simple negligence by the bodies, statutory representatives, vicarious agents, employees or other agents provided and to the extent that this does not involve breaches of duties fundamental to the contract. A duty is deemed as fundamental to the contract always in cases where such are required as an imperative for timely delivery, provision and installation of the contractual object, and required to ensure the absence of legal defects or other such product faults on the contractual object impairing the functionality or contractually compliant suitability for use more than insignificantly and the Contractual Partner regularly relies upon the observance of such. This also includes advisory, protection and custodial duties required to ensure that the Contractual Partner can use the contractual object compliant with the contract, or duties to protect limb, life or health of the Contractual Partner's staff, or duties required to protect the Contractual Partner's property from significant damage.
- (15) Provided and to the extent that the Vendor is liable in principle pursuant to the prior sentence, the scope of this liability is limited to the damage that is contractually typical and foreseeable if market-typical care is applied. Liability for indirect damage as well as consequential damage arising as a consequence of faults to the contractual object exists only to the scope to which such could have been typically expected as part of proper use of the contractual object.
- (16) If the Vendor is liable for simple negligence according to the above rules, the Vendor's replacement duty for damage to the objects and the resulting financial damage is limited to the contractual sum of the underlying contract (e.g. purchase or work delivery contract) for each damage case. This applies even if a duty fundamental to the contract was breached.
- (17) The above liability exclusions and liability restrictions apply accordingly to the same extent also to the benefit of the Vendor's bodies, its statutory representatives, its employees and vicarious agents or other agents.
- (18) The Vendor does not owe any technical consultation in principle; if such information is disclosed, this is not part of the scope of performance and rendered under exclusion of liability and warranty. This does not apply if such consultation is part of the contractual scope of performance and was agreed.
- (19) With regard to exceeding delivery deadlines, the Vendor is liable only if such are binding delivery deadlines according to § 5 section 1 of these GSDCs and these are agreed at least in writing and only in cases where the Contractual Partner has set an appropriate period of grace or it is an agreed absolute fixed transaction and the Vendor is culpable for the deadline being exceeded.
- (20) The above liability restrictions do not apply in the event of intent, malice or for guaranteed characteristics, also not in the event of injury to limb, life or health, or in the event of compelling statutory liability provisions such as the Product Liability Act.

§ 9 Protection rights and legal defects

- (1) The Vendor will exempt the contractual object from contrary commercial protection rights and other third party rights according to these regulations. The parties

will inform one another immediately and in writing if one of them becomes aware of contrary rights held by third parties or if third-party rights are breached, or if a third party asserts such rights.

- (2) If a contractual object breaches a third-party right (e.g. commercial protection right or copyright), the Vendor will exchange the contractual object or carry out an alteration at its choosing to ensure that there is no legal breach. In the event of exchange, the contractual object must continue to fulfil the contractual functions. The Vendor may also establish relevant legal certainty by concluding contracts under licensing law. In the event that the Vendor does not do so within an appropriate period, the Contractual Partner is entitled to withdraw from the contract or reduce the purchase price. Any compensation entitlements are subject to § 8 of these GSDCs and the restrictions arising from such.
- (3) The Contractual Partner shall cooperate with the Vendor to grant to the Vendor all required authorisations and rights to enable associated legal defence against the asserted rights of the respective third party, whereat the Vendor bears the costs of the legal defence.
- (4) In the event that the Vendor delivers other manufacturers' products causing legal breaches to the detriment of third-party rights, the entitlements are either asserted by the Vendor against the manufacturer and/or pre-supplier on account of the Contractual Partner, or the Vendor assigns these entitlements to the Contractual Partner. The Vendor shall make the choice based on reasonable discretion. The entitlements held by the Contractual Partner against the Vendor apply in these cases only if and to the extent that the judicial assertion and execution of the above entitlements against the manufacturer and/or supplier was unsuccessful or futile (e.g. due to insolvency) and if the other conditions are present consistent with these GSDCs.
- (5) The entitlement to compensation, including such consistent with § 8 of these GSDCs, exists only in cases where the Vendor should have been aware or actively knew about the contrary third-party rights before the breach consistent with the above provisions.

§ 10 Statute of limitations

All entitlements from material and/or legal defects reach the statute of limitation within 12 months after delivery, or provided that acceptance is required: starting from the time of acceptance. This does not apply to entitlements from and in the context of injury to limb, life or health. This also does not apply in cases in which a 30-year limitation deadline applies consistent with § 438 section 1 German Civil Code. Reduction to the limitation period also does not apply to cases of gross negligence, intent and malice, as well as for other compelling limitation regulations. Statutory provisions apply in these cases.

§ 11 Reservation of title

- (1) The contractual object delivered or ceded to the Contractual Partner by the Vendor remains in the ownership of the Vendor until full payment has been made of the agreed price and the payment of further outstanding demands held by the Vendor against the Contractual Partner from the contractual relationship. This contractual object is named as part of § 11 of these GSDCs as 'reserved goods', this applies

also provided that goods are substituted in lieu consistent with the following provisions.

- (2) The Contractual Partner is authorised to sell on the reserved goods as part of orderly business transactions and to process such further in future. If enforced recovery arises, this right becomes obsolete. The Contractual Partner stores the reserved goods for the Vendor free of charge.
- (3) The Contractual Partner is not authorised to transfer ownership or pledge the reserved goods.
- (4) In the event that the Contractual Partner further processes the reserved goods, the parties agree that further processing takes place in the name of and on account of the Vendor, the manufacturer of the reserved goods. The Vendor therefore obtains direct ownership of the further processing. In these cases, the Vendor obtains pro-rata ownership to the item arising as part of further processing if its value is greater than the value of the reserved goods. This takes place in the ratio of the value of the reserved goods to the value of the newly created item. If the Vendor does not acquire direct ownership, the Contractual Partner transfers right from now its future pro-rata ownership of the newly created item, or its co-ownership to the newly created item in the ratio of the value of the reserved goods to the newly created item. This transfer takes place for security. In cases in which the reserved goods are combined with other items to form a unified item or is permanently mixed with other items, the Contractual Partner also transfers ownership to the Vendor its ownership to the new, unified item into which the reserved goods have been incorporated on the associated pro-rata basis. The Vendor assumes transfer of the (co-) ownership.
- (5) If the Contractual Partner further divests of the reserved goods, it assigns to the Vendor as security the demand arising towards the purchaser right at this time. In the event of co-ownership, the assignment to the Vendor takes place on a pro-rata basis consistent with the co-ownership proportion. The Vendor assumes the assignment. The assignment also extends to other demands arising in lieu of the reserved goods and to such demands arising regarding the reserved goods. This includes in particular insurance entitlements, entitlements from non-permitted acts, as well as other in rem entitlements and/or entitlements under the law of obligations relating to the reserved goods.
- (6) The Contractual Partner is authorised and receives the requisite power from the Vendor to collect the assigned demands in its own name. However, this does not apply should enforced recovery arise. In these cases, the Vendor may revoke the collection authorisation at any time.
- (7) If a third party accesses the reserved goods, such as by way of attachment, the Contractual Partner will make the third party immediately aware that the Vendor owns the reserved goods. Moreover, the Contractual Partner is duty bound to inform the Vendor in writing immediately about these circumstances. Moreover, the Contractual Partner is duty bound to enable the Vendor to assert its proprietary rights and to implement its proprietary rights if possible. The Contractual Partner is duty bound to support the Vendor to the best of its abilities in implementing the latter's proprietary rights. In the event that the Vendor cannot realise the extrajudicial and judicial costs (e.g. insolvency), the Contractual Partner is liable to the Vendor for such.
- (8) The Vendor relinquishes the reserved goods as well as surrogates or demands in lieu of such provided that the value of the secured demands is exceeded by more than 50%. The Vendor shall make the choice on the objects to be relinquished based on reasonable discretion.

- (9) If the Vendor withdraws from the contract due to culpable, contractually non-compliant conduct by the Contractual Partner or other rights to which the Vendor is entitled (case of enforced recovery), the Vendor is entitled to demand that the reserved goods are released and entitled to use its other rights described above. Other contractual and statutory rights to which the Vendor is entitled above and beyond this (e.g. compensation, reimbursement for expenditure, etc.) are not restricted by this.

§ 12 Assignment

The Contractual Partner is not authorised to assign entitlements from the contractual relationship to third parties without prior written consent from the Vendor, whereat § 354a German Commercial Code is not affected by this.

§ 13 Formal requirements

Amendments or additions to these regulations must be placed in writing to become effective. Altering and/or waiving this requirement for written form must also be placed in writing for its part. Declarations from or in the context of the parties' contractual relationship also shall be placed in writing provided that nothing else is governed by these GSDCs.

§ 14 Closing provisions

(1) In the event that the Contractual Partner is a merchant, special f under public law or a legal entity under public law, or such does not have a general place of jurisdiction in the Federal Republic of Germany, the responsible court at the Vendor's Registered Office is responsible for any disputes resulting from or in the context of the business relationship between the Vendor and the Contractual Partner.

(2) The contractual relationship between the Vendor and the Contractual Partner is subject exclusively to the law of the Federal Republic of Germany excluding the conflict-of-law regime and the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG).

(3) The Vendor processes the personal data consistent with the statutory regulations; more information can be found in the Vendor's Privacy Policy, which can be viewed at [add link].

(4) In the event that these GSDCs contain regulatory loopholes, the remaining regulations continue to be effective. The regulatory loophole shall be replaced by such a regulation that comes as close as possible to the parties' intention and that they would have agreed if they had recognised the contractual loophole when the contract was concluded.

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