

## **General Sales Conditions (GSC) of Drahtwerk Elisental W. Erdmann GmbH & Co**

### **1. General, scope**

a)

Our General Sales Conditions (GSC) apply to all of our business relations with our contractual partners (hereinafter referred to as Customers). They also apply to all future deliveries and services or offers to our Customers, even if they are not separately agreed again. However, these GSC shall only apply if our Customer is an entrepreneur (sect. 14 BGB (GERMAN CIVIL CODE)), a legal entity or a special fund under public law.

b)

Our GSC shall apply in particular to contracts for the sale and/or delivery of moveable items (hereinafter also referred to as goods), regardless of whether we produce the goods ourselves or purchase them from subcontractors (sect. 433, 651 BGB (GERMAN CIVIL CODE)).

c)

Our GSC shall apply exclusively. Deviating, adverse or amending terms and conditions of the Customer shall only become an integral part of the contract if we have given our express consent. This requirement of consent shall also apply if we carry out the delivery to the Customer in awareness of the Customer's GSC without any reservation.

d)

Individual agreements made in particular cases with the Customer (including ancillary agreements, amendments and changes) always take precedence over these GSC. A written contract or our written confirmation shall be binding for the content of such agreements.

e)

Any legally relevant statements and notifications the Customer has to provide us with after the conclusion of the contract (e.g. deadlines, notices of defects, declaration of withdrawal or reduction) require the written form to become effective.

f)

References to the application of legal provisions only have clarifying significance. Unless directly changed or explicitly excluded in these GSC, the legal provisions shall thus also apply without such clarification.

### **2. Quotation, conclusion of contract, samples**

a)

Our quotations are subject to change without notice and non-binding unless they are explicitly marked as binding or contain a certain acceptance period. This shall also apply if we have provided the Customer with technical documentations (e.g. drawings, plans, electronic files, calculations, referrals to DIN standards), other product descriptions or documents – also in electronic form.

b)

The order of the goods on the part of the Customer is considered to be a binding contractual offer. If the order does not provide otherwise, we are entitled to accept this contractual offer within 2 weeks from our receipt of said offer.

c)

The acceptance can be declared either in writing, whereby the text form (sect. 126 b) BGB (GERMAN CIVIL CODE)) will be regarded as sufficient (e.g. via order confirmation), or via the delivery of the goods to the Customer.

d)

Decisive for the legal relation with our Customer shall solely be the contract concluded in writing including these GSC. This contract reflects all agreements between us and the Customer. Verbal

commitments on our part before the conclusion of this contract shall be legally unbinding. Oral agreements shall be replaced by the written contract unless it is expressly stated therein that they will continue to be binding in each case.

e)

Official statements (e.g. advertising messages, general recommendations) on our part or on the part of other third parties (e.g. manufacturer) shall not be considered as an agreement on the quality and shall particularly not contain a guarantee promise.

f)

Statements on our part regarding the goods or the services (e.g. technical data, weights, dimensions, tolerances, load capacities) as well as representations, such as in the form of drawings or illustrations, are only approximately relevant, unless the usability for a contractually agreed purpose requires exact conformity. Unless the guarantee is extended explicitly and in writing, they do not particularly constitute guaranteed characteristics, but the description or identification of our delivery or service. Variations, which are usual in the trade, and discrepancies, which ensue from statutory provisions or constitute technical improvements, are permissible, unless they adversely affect the use for the purposes intended by the contract. Information on measured values comes from freely programmable additional equipment. The calibrated measured values can be viewed.

g)

Unless agreed otherwise, samples shall only be provided against a charge; they only serve the ascertainment of the quality and, most notably, do not constitute a guarantee.

h)

Any changes or amendments of the contractual agreements made including these GSC require the text form to become effective (sect. 126 b BGB (GERMAN CIVIL CODE)). Our employees, except for managing directors and authorized signatories (Prokuristen), are not authorised to make oral agreements that deviate from the preceding provisions. The transmission by means of telecommunications (e.g. by e-mail or fax) is sufficient to meet the requirement of the written form provided that the copy of the signed declaration is transmitted.

### **3. Surplus or short deliveries**

Due to technical reasons during the production and/or commercial circumstances in the procurement of primary materials for the purpose of supplying our Customer, it may occur that we do not manufacture exact quantities. In this case the contract shall be adapted in such a way that surplus or short deliveries of up to 10 % are in accordance with the agreement. Such deviations in quantity will not constitute a defect then. The goods shall be invoiced according to the quantity actually delivered.

### **4. Prices, payment conditions, offsetting, invoicing**

a)

Prices depend on the contractual agreements with our Customers; they shall apply to the delivery items and services listed in the order confirmations. The prices quoted are in euros and ex works, exclusive of statutory value-added tax and packing; in the case of export deliveries exclusive of duty, fees and other public charges. Additional or special services shall be charged separately.

b)

In the case of sale to destination (clause No. 6 a) sentence 1) the Customer shall bear the forwarding costs ex warehouse plus the costs of a transport insurance the Customer may wish to take out. We shall not take back any transport packing or any other packing according to the packaging ordinance (Verpackungsverordnung); except for pallets and pallet cages as well as other reusable containers, they become the Customer's property.

c)

Except where otherwise agreed in writing the sales price shall be payable without deductions within 14 days from the date of invoice and delivery or acceptance of the goods. However, in the case of contracts with a delivery value exceeding € 25,000.00 we are entitled to request a down payment to the amount

of 25 % of the sales price. The down payment shall be due and payable within 14 days from the date of invoice.

d)

With the expiry of the above payment term the Customer is in default. During the default period interest shall be paid on the sales price at the respective statutory rate of default interest. We reserve the right to assert further claims for damages caused by default. Our claim for the commercial maturity interest (sect. 353 HGB (German Commercial Code)) remains unaffected.

e)

The Customer is only entitled to set-off or retention rights if its claim is indisputably or legally established. In the case of any defects in the delivery the Customer's counterclaims, in particular those according to clause No. 8 f) sentence 2 of these GSC shall remain unaffected.

f)

If, after the conclusion of the contract, it becomes apparent that our entitlement to the sales price is jeopardised due to the Customer's inability to pay (e.g. through an application for the initiation of insolvency proceedings), we shall, according to the statutory provisions, have the right to withhold performance and - if applicable after setting a deadline - withdraw from the contract (sect. 321 BGB (GERMAN CIVIL CODE)). In the case of contracts on the manufacture of single items (custom-made products) we may withdraw from the contract immediately; the statutory provisions concerning the dispensability of setting a deadline remain unaffected.

g)

On principle, samples are available against a charge.

h)

Invoicing will generally be carried out by means of electronic invoicing (online invoice); if the invoice is transmitted in paper form, copies are not required.

## **5. Delivery period, delayed delivery, call-off**

a)

The delivery period will be agreed individually or specified by us upon acceptance of the order. Any deadlines and dates of deliveries and services offered by us are deemed to be approximate unless a fixed period or a fixed date has been expressly agreed. Should this not be the case, the delivery period is approx. 12 weeks from the conclusion of contract. The delivery period is considered to be complied with if, by the end of such period, the goods have left our works or we have communicated readiness for shipment. If shipment has been agreed, any delivery periods and dates refer to the time of handover to the forwarder, carrier or another third party entrusted with the transportation.

b)

The observance of delivery and performance periods implies our Customer's fulfilment of all contractual obligations. Irrespective of our rights due to the default on the part of the Customer we are entitled to demand from our Customer an extension of delivery and performance periods or a postponement of delivery and performance dates equivalent to the period of delay and an adequate starting period if our Customer does not meet its contractual obligations and/or duties toward us.

c)

If we are unable to meet binding delivery deadlines for reasons we are not responsible for (unavailability of performance), we will inform the Customer about this immediately and simultaneously specify the new presumed delivery period. If the performance is not available within the new delivery period either, we are entitled to withdraw from the contract wholly or partly; we will refund any payments already made by the Customer without delay. In particular the late self-delivery by our supplier is considered to be a case of unavailability of performance in this sense, provided that we have concluded a congruent covering transaction and neither we nor our supplier was at fault. The same applies if we are not obligated to procurement in individual cases.

d)

The event of a delay in delivery is specified according to the statutory provisions. This shall in any event first require the fruitless expiry of a deadline (reminder) and a reasonable extension period of at least 14 days set in writing.

e)

If we fall behind with deliveries, our contractual partner can demand lump sum compensation of its default damage. The lump-sum compensation for damages amounts to 0.5 % of the net price of the goods (delivery value) for each completed calendar week of delay, maximally, however, a total of 5 % of the delivery value of the goods delivered late. We reserve the right to prove that our Customer has not suffered any damage or only a considerably lower damage than the lump-sum damage outlined above.

f)

If we fall behind with our delivery or performance, or if delivery or performance becomes impossible to us, no matter for what reason, our liability shall be limited to damages according to clause No. 10 of these GSC. Our rights in the case of the exclusion of the obligation to perform (e.g. due to the impossibility or unreasonableness of performance and/or subsequent fulfilment) shall remain unaffected.

g)

We are not liable for the impossibility of delivery or for delays in delivery if they are caused by force majeure or any other incident not foreseeable at the time of the conclusion of the contract. This applies e.g. to operational disturbances of all kinds, difficulties with the procurement of materials or energy, transportation delays, strikes, legal lockouts, shortage of manpower, of energy or raw materials, difficulties in the procurement of necessary, official authorisations or official measures, which we are not responsible for. In addition, clause No. 5 c) sentence 3 shall apply. If such incidents make the delivery or performance extremely difficult or impossible and if the obstruction is not only temporary, we are entitled to withdraw from the contract. In the case of temporary obstructions the delivery or performance periods are extended by the period of the obstruction plus an adequate starting period. If the Customer cannot reasonably be expected to accept the deliveries or performances due to the delay, it can withdraw from the contract immediately by providing us with a written declaration.

h)

If delivery call-offs are agreed, our Customer has to call off deliveries at the latest within 12 months from the conclusion of contract, unless agreed otherwise in writing.

## **6. Delivery, transfer of risk, default of acceptance, partial delivery**

a)

Delivery is ex works, which is also where the place of fulfilment for the delivery and a possible subsequent fulfilment is. At the Customer's request and expense the goods are forwarded to a different destination (sale to destination). Unless agreed otherwise, we shall be entitled to determine the type of forwarding (in particular transport company, transport route, packing) ourselves. We do not take back any means of transport and packing unless they are reusable means of transport and packing, such as reusable coils, pallet cages and pallets.

b)

The risk of accidental loss and accidental deterioration of the goods shall be transferred to the Customer at the latest with the surrender of the goods. In the case of sale to destination the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay is already transferred to the forwarder, the carrier or any other person or company destined to carry out the shipment, with the delivery of the goods.

c)

If the Customer is in default of acceptance, if it fails to perform an act of cooperation or if the delivery is delayed for other reasons, for which the Customer is responsible, we shall be entitled to demand compensation for any loss thereby incurred including any additional expenses (e.g. storage costs). For this we will charge a lump-sum compensation amounting to € 100.00 per calendar day beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are

ready for shipment. The proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; the lump sum, however, is to be offset against further monetary claims. The Customer is permitted to prove that we have suffered no or only significantly lower damage than the aforementioned lump sum.

d)

We are entitled to make partial deliveries if a partial delivery can be used by our Customer within the scope of the intended purpose of the contract, if the delivery of the remaining goods ordered is assured and if our Customer incurs no major additional effort or costs (unless we agree to bear such costs).

## **7. Retention of title, property rights, tools**

a)

We reserve the right to the property of the goods sold until full payment of all of our current and future receivables from delivery contracts and a current business relationship has been received. The goods as well as any goods, which, according to the provisions below take their place and are subject to the retention of title, hereinafter shall be referred to as "reserved goods". Our Customer shall store the reserved goods at no cost for us.

b)

The reserved goods may not be pledged to third parties nor transferred as security until the secured receivables have been paid in full. Our Customer has to inform us immediately in writing if and insofar as third parties access the reserved goods in order to enable us to assert our proprietary rights. Should the third party be unable to reimburse us the judicial or out of court costs arising within this context, our Customers shall be liable to us for this.

c)

In the event that our Customer acts in breach of contract, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory regulations and/or demand that the goods be returned on the basis of the reservation of title. The request for the return of goods shall not be deemed to include a simultaneous declaration of withdrawal; instead, we are entitled to demand solely the return of the goods and reserve the right to withdraw from the contract. In the event that our Customer does not pay the due purchase price, we may only assert such rights if we have previously set the Customer a reasonable payment deadline to no avail or if the setting of such a deadline is superfluous according to the statutory regulations.

d)

Our Customer shall be entitled to process and sell the reserved goods in the proper course of business. The resale is not permitted if our Customer is in default of payment or if an application has been made to commence insolvency proceedings, insolvency proceedings have been instituted or if the institution of such proceedings has been rejected due a lack of assets, as well as in the event of the discontinuation of business or the suspension of payments. In such cases we will always be entitled to object to the resale of the reserved goods.

e)

If the reserved goods are processed by our Customer, such processing is carried out in our name and for our account as manufacturer. We acquire immediate ownership or – if the processing involves materials provided by a number of owners or the value of the processed goods exceeds that of the reserved goods – we acquire co-ownership (fractional share of property) of the newly created item in the ratio of the value of the reserved goods to the value of the new item. In cases where no such acquisition of ownership on our part takes place, our Customer shall henceforth transfer to us its future ownership or – proportionately as above – co-ownership of the newly created item as collateral. To the extent that the reserved goods are combined or inseparably intermingled with other goods to create a single product and one of the other goods is considered the key component, our Customer shall, if the key component is owned by the Customer, hereby transfer to us the co-ownership of the single product in the proportion defined in sentence two above.

f)

In the event of the resale of the reserved goods our Customer shall, here and now, assign the receivables from the purchaser arising from this resale by way of security to us – in the case of co-

ownership of the reserved goods pro rata according to the co-ownership share. We accept the assignment. The same applies to other receivables, which take the place of the reserved goods or accrue otherwise with regard to the reserved goods, such as insurance claims or tort claims resulting from loss or damage.

g)

We revocably authorise our Customer to collect the receivables assigned to us in its own name, as long as our Customer is not in default of payments, no application has been filed to commence insolvency proceedings, no insolvency proceedings have been instituted or rejected due a lack of assets, its business is not discontinued and payments have not been suspended. In any event we shall be entitled to revoke our authorisation to collect in such cases.

h)

We undertake to leave the claim uncollected for as long as the Purchaser fulfils its obligations of payment towards us, is not in default of payment, no application has been filed to commence insolvency proceedings, no insolvency proceedings have been instituted or rejected due a lack of assets and there is no other deficiency in the Customer's performance capacity and solvency. However, if this is the case, we shall be entitled to demand that our Customer inform us about the assigned receivables and their debtors, provide us with all information necessary for the collection of the receivables, hand the required documents over to us and notify the debtors (third parties) of the assignment.

i)

If the realisable value of the securities exceeds the total value of our claims by more than 10 %, we shall release securities of our choice upon the Customer's request.

## **8. The Customer's claims for defects**

a)

The statutory regulations shall apply to the rights of the Customer in the case of defects in quality and title (including false and short deliveries) unless otherwise determined below. Special legal requirements for the final delivery to a consumer remain unaffected in any case (supplier regress as per sect. 478, 479 BGB (GERMAN CIVIL CODE)).

b)

The basis for our liability for defects is mainly the agreement made regarding the quality/condition of the goods or services. If the quality/condition of the goods has not been agreed, the legal provisions shall be applied to determine whether there is a defect or not (sect. 434 para. 1 sentences 2 and 3 BGB (GERMAN CIVIL CODE)). All product descriptions which are subject matter of an individual contract are considered to be an agreement about the condition/quality of the goods, while there is no difference whether the respective product description originates from us, from the manufacturer or our Customer.

c)

Claims for defects on the part of the Customer presuppose that it has properly fulfilled its obligations to inspect and complain (sect. 377, 381 GERMAN COMMERCIAL CODE (HGB)); this means that the goods delivered have to be carefully inspected upon their delivery to the Customer or to the third party determined by it without delay. Any defect discovered during this examination or later shall be communicated to us in writing without delay. The notification is deemed to be without delay if it is submitted within 7 working days whereby the timely dispatch of the notification is sufficient to safeguard the deadline. Irrespective of this obligation for inspection and submitting a complaint the Customer shall notify us in writing of obvious defects (including wrong and short deliveries) within 7 working days from delivery, with the timely dispatch of the notification also being sufficient to safeguard the deadline. If the Customer fails to carry out the proper inspection and/or send a notice of defects, our liability for the unreported defect shall be excluded.

d)

If a sample has been approved, there is no defect if the delivery is according to the sample. Samplings do not imply the acceptance of guarantee on our part.

e)

If the delivered item is defective, we first have the choice of whether to provide subsequent fulfilment by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent fulfilment pursuant to statutory requirements shall remain unaffected.

f)

We are entitled to make the owed subsequent fulfilment subject to the Customer paying the due purchase price. However, the Customer is entitled to retain a portion of the purchase price appropriate in proportion to the defect.

g)

The Customer shall give us the time and the opportunity which may be required for the subsequent fulfilment owed, it shall, in particular, hand over the rejected goods for inspection purposes and, if applicable, also for the purpose of subsequent fulfilment at the place of fulfilment. If the notice of defects is justified, we will reimburse the Customer for the costs of the most economic means of transport; this does not apply if the costs increase because the item is located somewhere other than the place of fulfilment.

However, if the Customer's demand for remedial action turns out to be unjustified, we can request reimbursement for the costs incurred hereby from the Customer, unless the Customer was unable to recognize the absence of a defect.

h)

Subsequent fulfilment includes neither the dismounting of the defective item nor its reinstallation if the installation was not originally our contractual obligation.

i)

If the subsequent fulfilment has failed or a reasonable deadline to be set by the Customer for the subsequent fulfilment has fruitlessly expired or it is dispensable according to the statutory regulations, the Customer can withdraw from the contract or reduce the purchase price. However, there shall be no right of withdrawal if the defect in the goods is negligible.

j)

The Customer is entitled to claim compensation or reimbursement of expenses incurred in vain only as provided in clause No. 10; otherwise such claims shall be excluded.

k)

Any liability claims due to material defects are excluded for the sale of used moveable goods. The above rules with regard to the exclusion of claims for damages in the case of used items shall not apply to any damage resulting from injury to life, limb or health if we are responsible for the breaches of duty, and they shall not apply to any other damage resulting from an intentional or grossly negligent breach of duty on our part. Any breaches of duty on the part of our legal representatives or vicarious agents are equivalent in these respects. Any claims according to the Product Liability Act as well as in the case of the acceptance of a guarantee or a procurement risk shall remain unaffected.

l)

In the case of defects in the products from other manufacturers (e.g. individual components, components of subassemblies), which we are unable to remedy due to licensing or factual reasons, we can choose between asserting our guarantee claims directly against the manufacturer or the supplier on the account of our Customer or assigning our guarantee claims to our Customer. Guarantee claims against us only exist for defects of this kind under the other conditions and in accordance with these GSC if the legal enforcement of the abovementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example, due to insolvency. For the duration of the legal dispute, the limitation of our customer's respective guarantee claim against us is suspended.

m)

The guarantee shall not apply if the Customer modifies the delivery item or has it modified by a third party without our consent, and, due to this, remedial action becomes impossible or unreasonably difficult. In any case, our Customer will have to bear the additional costs of the remedial action arising from the modification.

## **9. Industrial Property Rights, copyrights etc.**

a)

We reserve the title resp. copyright to all offers and quotations submitted by us as well as to documentations we provide to our Customer, such as drawings, pictures, calculations, catalogues, models, tools and other documents and aids. Without our express consent, the Customer may not make such objects or documents, either as such or in their contents, available to any third parties, disclose them, use them itself or use or reproduce them through third parties. At our request our Customer shall have to return these objects completely to us and destroy any copies made if they are no longer required by the Customer in the proper course of business or if negotiations have not resulted in the conclusion of a contract. This does not apply to the storage of data, which has been made available electronically for the purpose of the usual data backup.

b)

Each of the contracting parties shall inform the other one without delay if a third party asserts claims against the respective party due to a breach of industrial property rights or copyrights.

c)

In those cases in which the delivery item violates an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify the delivery item in such a way or exchange it, so that it no longer infringes any third party rights, but so that the delivery item continues to fulfil its contractually agreed functions or procure the right of use for our Customer by concluding a licence contract. If we fail to do so within a reasonable period of time, our Customer shall be entitled to withdraw from the contract or to reduce the purchase price as appropriate. Any claims for damages by our Customer are subject to the limitations according to the provisions below contained in clause No. 10.

d)

If we produce according to our Customer's instructions, or deliver services as per our Customer's guidelines, our Customer is obligated to indemnify us from and against any third-party claims resulting from infringements of industrial property rights/copyrights and the like, which are asserted against us.

## **10. Damages, other liabilities**

a)

Unless specified otherwise in these GSC including the following provisions, our liability for any breach of contractual or non-contractual obligations shall be in accordance with the applicable statutory provisions.

b)

We shall be liable to pay damages – regardless of the legal grounds – within the scope of fault-based liability in the event of aforethought and gross negligence. Unless there is a milder standard of liability, we shall be liable according to the statutory regulations in cases of minor negligence (e.g. for the care and diligence in one's own affairs) only

(1)

for damage resulting from injury to life, body or health,

(2)

for damage resulting from the breach of a major contractual duty (which means an obligation whose fulfilment is a prerequisite for the proper execution of the contract and upon whose compliance the contracting party regularly relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.

c)



The limitations of liability defined by paragraph b) shall not apply if we have fraudulently concealed a defect or have given a guarantee for the quality/condition of the goods. The same applies to Customer claims according to the Product Liability Act and in the event of fraudulent intent.

d)

The Customer may only withdraw from or terminate the contract due to a breach of duty not resulting from a defect if we are responsible for the breach of duty. A free right of termination on the part of the Customer (in particular according to sect. 651, 649 BGB (GERMAN CIVIL CODE)) is excluded. In other respects the statutory requirements and legal consequences shall apply.

e)

The aforementioned exclusions and limitations of liability apply to the same extent in favour of our organs, legal representatives, employees and other vicarious agents.

f)

If our Employees provide technical information or act as advisors, and this information or advice is not part of the contractually agreed scope of services owed by us, this is done free of charge and with the exclusion of any liability.

## **11. Limitation period**

a)

By derogation from sect. 438 para. 1.3 BGB (GERMAN CIVIL CODE) the general limitation period for claims resulting from defects in goods or title shall be one year from delivery. If an acceptance inspection has been agreed, the limitation period shall start with acceptance.

b)

However, if the commodity is a building or an object that, in conformity with its customary manner of utilization, has been used as a building and which has caused the defect (building material), the limitation period according to the legal stipulations is five years from delivery (sect. 438 para. 1.2 BGB (GERMAN CIVIL CODE)). Also special statutory provisions for third-party claims for restitution (sect. 438 para. 1.1 BGB (GERMAN CIVIL CODE)), for fraudulent intent of the Customer (sect. 438 para. 3 BGB (GERMAN CIVIL CODE)) and for claims of recourse against the supplier in the case of final deliveries to a consumer (sect. 479 BGB (GERMAN CIVIL CODE)) shall remain unaffected.

c)

The aforementioned limitation periods of sales law also apply to contractual and non-contractual claims for damages on the part of the Customer due to a defect in the goods, unless the application of the regular statutory limitation period (sect. 195, 199 BGB (GERMAN CIVIL CODE)) would, in individual cases, result in a shorter limitation period. However, according to clause No. 10 b) sentences 1 and 2 (1) and according to the Product Liability Act the Customer's claims for damages exclusively become time-barred according to the legal statutes of limitation.

## **12. Choice of law and place of jurisdiction etc.**

a)

For these GSC and all legal relationships between us and the Customer the law of the Federal Republic of Germany shall apply to the exclusion of the International Uniform Law, particularly of CISG (the United Nations Convention on Contracts for the International Sale of Goods). Prerequisites and effects of the reservation of title according to clause No. 7 shall be subject to the law of the respective location of the subject-matter, if, under that law, the choice of German law would be inadmissible or invalid.

b)

The contract language is German.

c)

If the Customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity or a special fund under public law, our registered office is the exclusive and international place of jurisdiction for all direct or indirect disputes arising from the contractual relationship. However, we shall also be entitled to institute judicial proceedings at the Customer's general place of jurisdiction.

d)

If the contract or these GSC contain any loopholes, those legally effective provisions, which the contracting parties would have agreed according to the commercial aims of the contract and the purpose of these GSC, are considered to be agreed for filling these loopholes if the contracting parties had been aware of the loopholes.

**Please note: The Customer is aware that we store data resulting from our contractual relationship according to sect. 28 Federal Data Protection Act (Bundesdatenschutzgesetz (BDSG)) for the purpose of data processing, and we reserve the right to transfer these data, to the extent necessary for the fulfilment of the contract, to third parties.**

**Status: August 2016**