

### §1 Validity of the General Terms and Conditions of Sale

1. Our Terms of Sale apply exclusively. They also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions are contrary to or deviate from our Terms and Conditions of Sale. Deviating general terms and conditions of the customer are expressly rejected. They can only become an integral part of the contract if their validity is expressly confirmed by us in writing for each individual contract. Silence on our part in response to a letter of confirmation from the customer wishing to make his terms and conditions an integral part of the contract does not lead to the inclusion of the customer's terms and conditions, but is deemed to be a rejection in this respect. The conclusion of a contract does not fail due to general terms and conditions which contradict each other. Each provision of these terms and conditions is valid on its own. Our Terms and Conditions of Sale only apply to entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB) and to legal entities under public law or special funds under public law.
2. Insofar as conflicting general terms and conditions contain provisions that correspond to each other, the conforming provisions apply. In addition, those parts of our Terms and Conditions of Sale, which are not opposed by any conflicting provisions of the customer's general terms and conditions, are deemed to be agreed. On the other hand, provisions of the customer's general terms and conditions that do not fully correspond with the regulatory content of our general terms and conditions do not become an integral part of the contract. In all other cases the non-mandatory provisions of the law apply.
3. These Terms and Conditions of Sale also apply in their respective version to all future contracts for the supply of goods and subsequent deliveries between the parties in an ongoing business relationship, without the need for renewed inclusion of or reference to the Terms and Conditions of Sale after the initial agreement.
4. All agreements made between us and the customer for the purpose of executing the contract are to be set down in writing in the contract. Subsidiary agreements, subsequent changes to the contract and the assumption of a guarantee, in particular the assurance of characteristics, or the assumption of a procurement risk by persons who are not authorised representatives must be made in Written Form.
5. Legally relevant declarations and notifications by the customer with regard to the contract (e.g., setting of deadlines, notifications of defects, withdrawal or reduction) must be made in writing, i.e., in Written Form or Text Form (e.g., letter, email). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, remain unaffected.

### §2 Offers

1. Offers made by us are subject to confirmation. They represent an invitation to the customer to make a binding offer to conclude a contract (order) and therefore do not yet bind us. We can accept orders within a period of 4 weeks. The customer is bound to its offer during this period.
2. Contracts only become binding for us if we accept the order in the form of a written order confirmation. We are not obliged to contradict the written order of a potential customer, which makes reference to an offer made by us, if the contract should not materialise.
3. Descriptions and illustrations of our goods and products on our website as well as in catalogues, brochures, circulars, advertisements and price lists, insofar as these are not part of our offer, are always only approximate and can only become an integral part of the contract if this is expressly designated and stipulated in writing in the contract.
4. We reserve the right to make changes to the subject matter of the contract at any time as a result of technical progress, rationalisation, or design changes, insofar as these are within the bounds of what is customary in the industry and are reasonable for the customer. Customary deviations in colour, weight, etc., are always reserved.
5. In the event that the modification of the subject matter of the contract exceeds the customary scope of the contract and is furthermore unreasonable for the customer, the customer has the right to withdraw from the contract, which it may exercise in writing within 2 weeks after receipt of a corresponding notification from us. A later withdrawal due to corresponding changes to the contract is excluded.

### §3 Offer costs, offer documents and property rights

1. The first processing of an offer is usually free of charge. Further offers and design work are only free of charge insofar as the delivery contract becomes and remains valid.
2. We reserve the property rights and copyrights to illustrations, drawings, drafts, sketches, calculations and other documents; they must not be made accessible to third parties without our written consent. They must not be copied or otherwise reproduced without our consent and must be returned to us unsolicited after completion of the order.
3. Moulds, samples or tools produced by us as part of the performance of the contract remain our property. We are not obliged to hand them over to the customer even if the price for them is shown separately in the contract or invoice, subject to an express contractual agreement to the contrary.  
We are entitled to copyrights to the aforementioned moulds, samples or tools.
4. For goods which are manufactured according to drawings, samples or other specifications of the customer, the customer assumes liability in the event of infringement of patent and other industrial property rights of third parties. The customer indemnifies us against such claims.

### §4 Prices

1. Unless otherwise agreed, all prices are quoted in Euro net "ex works", plus the statutory value added tax at the time of invoicing. Incidental costs such as packaging, freight, shipping costs, customs, assembly, insurance and bank charges will be charged separately.
2. Unless otherwise agreed, we are bound by the agreed prices for a period of 6 weeks. If costs then change (in particular due to collective wage agreements or changes in the price of materials) after expiry of the commitment period and before delivery, we may change the agreed prices accordingly. We will justify the change in costs to the customer on request.
3. Prices are agreed anew for repeat orders. If no such agreement is reached, we are entitled to set the prices unilaterally at our reasonable discretion.
4. Insofar as value added tax is not included in our invoice, in particular because we assume an "intra-community delivery" within the meaning of Section 4 No. 1 (b) in conjunction with Section 6 (a) of the German Value-Added Tax Act (UStG), and we are subsequently charged with a value added tax (Section 6 a IV UStG), the customer is obliged to pay to us the amount that we are charged. This obligation exists irrespective of whether we have to subsequently pay value added tax, import turnover tax, or comparable taxes in Germany or abroad.

### §5 Delivery time, delivery periods, delay, breach of duty and force majeure

1. Subject to any contractual agreement to the contrary, an agreed delivery date is deemed to have been complied with if the delivery item has left our works, or has been handed over to the delivery service at our works, or the customer has been notified of readiness for dispatch by the expiry of such date.
2. If the execution of the order depends on documents, approvals or declarations of questions essential for the execution of the order, which the customer has to provide, a delivery date promised or agreed by us only remains binding if the customer has clarified the question or provided the documents or approvals by the beginning of the 8th week before the delivery date. The documents and declarations to be provided within the meaning of this provision is determined by the separate provisions of both parties in the contract or results from the nature of the contract.
3. Unless otherwise agreed, delivery periods commence with the dispatch of the order confirmation.
4. However, delivery periods do not commence until the documents and approvals to be obtained by the customer have been provided and the questions essential to the execution of the order have been clarified. Which documents and approvals have to be provided, as well as which questions have to be clarified by the customer, is determined by the individual contractual agreement of the parties or by the nature of the contract.
5. Compliance with the delivery period shall be conditional upon the fulfilment of any agreed advance payment obligations on the part of the customer. Furthermore, the delivery period will also commence after fulfilment of those contractual obligations of the customer which are separately stipulated in the individual contract with reference to this provision or which result from the nature of the contract. Furthermore, the delivery period will only commence after complete and faultless fulfilment of all those contractual obligations of the customer which are essential and necessary for our performance.
6. If we accept a request for modification of the contractual performance expressed by the customer after conclusion of the contract, the agreed delivery periods and dates become non-binding. We will endeavour to provide the customer with new dates for delivery, commissioning and acceptance of the object of its order as quickly as possible. However, we are entitled to give priority to other obligations when rescheduling.
7. In the event of a deadline delay in accordance with the above-mentioned regulations, a new delivery and/or assembly date will only be binding after written confirmation by us or one of our employees authorised to represent us.  
The same applies to cases in which the deadline has become non-binding due to statutory provisions.
8. The delivery period will be extended appropriately or the delivery date will be postponed by an appropriate period in the event of measures within the scope of industrial disputes, in particular strikes or lock-outs, as well as in the event of the occurrence of unforeseen obstacles which are beyond our control, such as, for example, operational disruptions, shortages of energy or raw materials, traffic disruptions, energy supply difficulties, official measures, sovereign interventions or decrees, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the item. This also applies if the circumstances occur at sub-suppliers. The same applies to obstructions due to force majeure. We are not responsible for the aforementioned circumstances even if they occur during an already existing delay. If the disruption lasts longer than 3 months, each party to the contract is entitled to withdraw in writing from the part of the contract not yet fulfilled with a notice period of 2 weeks, with the exclusion of claims for damages. In the event of withdrawal, we are to be reimbursed for the costs of the work already carried out, including materials. At the request of each party, the other party has to declare at the end of the 3-month delay period whether or not it wishes to adhere to the contract. We are obliged to inform the customer in writing as soon as possible of the occurrence of a delay. The same applies to the elimination of the delay.
9. Our delivery obligation is at all times subject to correct and timely supply to ourselves.
10. If we are responsible for exceeding the delivery date or failing to meet the delivery deadline, the customer may withdraw from the contract in accordance with the statutory provisions after it has given us in writing a deadline for performance of at least

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2 weeks and the deadline has expired without result. The customer may withdraw from the contract without setting a deadline if the conditions of Section 323 (2) BGB are fulfilled. The declaration of withdrawal or refusal as well as the setting of a grace period can only be made in writing.

**11.** In the event of breaches of duty on our part, we are only obliged to pay damages if there is intent or gross negligence on our part or on the part of one of our vicarious agents. This is not applicable if a commercial fixed date transaction has been agreed upon. The statutory rules on the burden of proof remain unaffected.

### **§6 Delivery on call**

**1.** We can fulfil orders in partial deliveries, provided that these are within the bounds of what is customary in the industry and are reasonable for the customer. These partial deliveries are to be paid for separately in accordance with our terms of payment. After partial delivery by us, the customer is entitled to assert its rights under Section 5, paragraphs 10 and 11 of these General Terms and Conditions and also with regard to the overall contract, if their conditions are met and the customer has no interest in the partial delivery.

**2.** If delivery on call has been agreed but the customer's call is delayed, we are entitled to withdraw from the contract and/or to demand damages in lieu of performance if, after setting a reasonable deadline for performance, that deadline expires without success. The claim for damages is excluded if the customer is not responsible for the delay. Our claim for damages due to delay according to Section 280 (1), (2) BGB in conjunction with Section 286 BGB remains unaffected. In this case, we have the right to demand the agreed purchase price against provision of the entire delivery.

**3.** Goods ordered on call must be called off in full by the customer within 3 months of order confirmation at the latest, unless a different period has been agreed.

### **§7 Transfer of risk and transport**

**1.** Unless otherwise agreed separately, delivery ex works Obergünzburg, Germany, is agreed. This also applies to partial deliveries.

**2.** If the goods are sent to the customer at its request or by agreement, the risk of accidental loss and accidental deterioration passes to the customer as soon as the goods leave our works, even if partial deliveries are made. This applies irrespective of whether the shipment is made from the place of performance or from another place and irrespective of who bears the freight costs or who has undertaken the delivery to the customer or to a carrier.

**3.** If the goods, which are to be sent to the customer in the sense of the above provision or are collected by the customer, are handed over to the delivery service or the customer at the factory, the risk passes to the customer to the extent described above.

**4.** Unless otherwise agreed, we determine the means of transport and the transport route, without being responsible for choosing the fastest and cheapest option. If the customer so desires, we will insure the delivery on behalf of and for the account of the customer against damage in transit, storage and assembly. In these cases, we assume the transport risk (in particular for breakage, transport, fire, and water damage) beyond the time of the transfer of risk described above. If, on the basis of an express agreement, the customer's registered office is both the place of performance and the place of fulfilment, we are entitled to insure the delivery on behalf of and for the account of the customer against damage in transit, storage and assembly.

**5.** If the transport is carried out by third parties and the goods remain uninsured, in particular at the express request of the customer, they are transported at the latter's risk.

**6.** Insofar as we bear the transport risk in accordance with the above provisions, the customer is obliged to facilitate the settlement of the claim with the insurer to the best of its ability. In particular, the customer must inspect the condition of the consignment immediately upon receipt and have any transport damage ascertained without delay by the responsible office (receiving station, delivery post office or forwarding agent) and must forward this information to us without delay. Should the insurer reduce the benefits due to insufficient cooperation by the customer, we are entitled to charge the customer with the reductions in the insurer's benefits in the assessment and settlement of the claim.

**7.** If the goods are ready for dispatch and their dispatch or acceptance is delayed for reasons for which we are not responsible, the risk passes to the customer upon receipt of the notification of readiness for dispatch. The same applies if the customer does not call off the goods on time in the case of call-off orders.

**8.** The choice of packaging is left to us. Cardboard boxes and disposable pallets will not be taken back.

### **§8 Acceptance**

**1.** Delivered items - even if they are defective - must be accepted by the customer. If the customer refuses acceptance on the grounds of alleged defects, it cannot derive any claims for damages from the fact that it was unable to use them. In this respect, the customer also bears the risk of further deterioration. The customer's rights in case of defects remain unaffected. The acceptance of the delivery items in this case is independent of whether or not the goods are accepted in the legal sense (Section 640 BGB).

**2.** Insofar as delivered items are put into operation without reservation, this is deemed to be acceptance, irrespective of whether deliveries or other services, in particular assembly work, still have to be performed on our part.

### **§9 Terms of payment**

**1.** Our invoices are payable net within 30 days of the invoice date, based on the net value of the goods in each case (date of receipt).

**2.** We accept means of payment other than cash or transfers to the accounts stated in the invoice only on account of performance; this applies in particular to bills of exchange or cheques. All payments are to be made free of charges for us. Bank, discount, and collection charges are borne by the customer. Payments by bill of exchange require prior agreement. The handing over of bills of exchange and cheques as such is not considered as settlement of due claims.

**3.** In the event of culpable non-payment after the due date, we are entitled to demand interest in the amount of 8 percentage points above the respective base interest rate as a contractual penalty from the customer without issuing a reminder. If we are able to prove a higher damage caused by the delay, we are entitled to assert this claim. As soon as the preconditions for a claim for damages due to delay exist, our claims will be governed by Section 11 of these General Terms and Conditions.

**4.** The customer is not entitled to withhold payments or offset them against payment obligations due to a counterclaim that is not undisputed, has not been acknowledged by us, or has not been legally established.

**5.** If the customer is more than 10 days in arrears with a payment, if bills of exchange or cheques are not honoured punctually, or if after the conclusion of the contract we become aware of a significant deterioration in the customer's assets, irrespective of whether the deterioration in assets occurs before or after conclusion of the contract, we may, at our discretion, demand either advance payment of the price of all deliveries not yet made by us, including claims under bills of exchange, or the provision of security in respect of these claims. We are not obliged to make any further deliveries under current contracts until these requirements have been met. In addition, we are entitled to withdraw from the contract (Section 321 BGB) in the event that our claim to the purchase price is recognisably endangered by the customer's insufficient ability to pay – if necessary after setting a deadline. In the case of contracts for the delivery of custom-made items (individual production), we may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.

**6.** Each partial delivery constitutes a separate transaction.

**7.** Partial payments require a separate written agreement.

### **§10 Retention of title**

**1.** We retain title to the delivery item until the customer has paid all claims arising from the business relationship with us (extended retention of title). Thus, the reserved ownership of the delivery item also secures claims against the customer from contracts which do not relate to the delivery item. The customer retains the goods subject to retention of title in safekeeping for us.

**2.** Should the extended retention of title not have become part of the contract due to contradictory general terms and conditions of the customer, the delivery is made alternatively under simple retention of title.

**3.** The customer may only sell the delivery item in the course of regular business transactions, provided that it is not in default of payment or has not suspended payments. In these cases, resale is not permitted.

**4.** Upon conclusion of the purchase contract between the customer and us, the customer assigns to us by way of security the full amount of the claims against its customer arising from the sale, or on any other legal grounds with regard to the subject matter of the contract, including all ancillary rights. The customer remains entitled to collect the claim as long as it is not in default of payment to us or has not suspended payments altogether.

**5.** In the event of seizure, confiscation, or other dispositions by third parties of the reserved goods, the customer must notify us without undue delay in writing, enclosing all documents (seizure reports, etc.). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer is liable for the loss incurred by us.

**6.** We can demand that the customer informs its customers of the assignment and provides us with all information and documents necessary for the collection of the assigned claims.

**7.** If the customer's claims from the resale of our goods subject to retention of title or the goods in which we have co-ownership are included in a current account, the customer hereby assigns to us his claim for payment in the amount of the respective and the acknowledged balance, namely in the amount of our claims against the customer.

**8.** The customer is obliged to treat the goods with care and to keep them in proper condition for the duration of the retention of title. Necessary repairs shall be carried out immediately by us – apart from emergencies – at the expense of the customer. We bear the costs of such repairs to the extent that we are obliged to make replacement deliveries or rectify defects as part of the warranty provisions of these General Terms and Conditions.

**9.** We are entitled to insure the goods subject to retention of title adequately at replacement value against theft and damage of all kinds, in particular by fire or water, at the customer's expense, unless the customer proves that it has taken out such insurance.

**10.** If the realisable value of the securities to which we are entitled exceeds the claims to be secured from the business relationship by more than 15%, we are obliged to release the securities to this extent at the request of the customer. The selection of the securities to be released is at our discretion.

**11.** The processing or transformation of the delivered object by the customer is always carried out for us. If the delivered item is processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the delivered item to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the items delivered under reservation of title.

12. If the delivered item is inseparably mixed with other items not belonging to us, we acquire ownership of the new item in the ratio of the value of the delivered item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the item of the customer is to be regarded as the main item, it is deemed to be agreed that the customer transfers co-ownership to us on a proportional basis. The customer holds the ownership or co-ownership thus created in safe custody for us.

13. If the goods subject to retention of title become an integral part of real property as a result of being connected to it, the customer is obliged to allow us to inspect and enter the real property, to assign its claims against the owner of the real property to us or, if it is itself the owner of the real property, to grant other equivalent security rights. If there is a significant deterioration in the financial circumstances of the customer, we are entitled, with the consent of the property owner or lessor, to enter into the legal position of the customer with regard to the lessor.

14. The assertion of our rights from the security property does not yet mean the withdrawal from the contract.

#### §11 Default by the customer

1. If the customer does not accept the goods on the agreed delivery date or expiry of the agreed delivery period due to circumstances for which it is responsible, we may demand compensation for the additional expenses we have incurred as a result.

2. In the event of default on the part of the customer, we are entitled, without prejudice to the possibility of claiming higher actual damages, to demand interest on the amount with which the customer is in default at 8 percentage points above the respective base interest rate.

3. If we are entitled to claim damages instead of performance, we may, without prejudice to the possibility of claiming higher actual damages, claim 15% of our price as damages, unless the customer proves that no damage has been incurred at all or that the damage is substantially lower than the lump sum.

#### §12 Claims due to defects

1. If there is a defect in the goods for which we are responsible, we are entitled at our discretion to remedy the defect or to make a subsequent delivery. Replaced parts become our property.

2. The assertion of claims for defects by the commercial customer presupposes that it has duly fulfilled its obligations to inspect the goods and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). Other entrepreneurs must notify us of obvious defects within 14 days of receipt of the goods, otherwise the customer's claims for defects lapse. Any complaints must be made in writing, specifying the defect.

3. We may refuse to remedy defects as long as the customer has not fulfilled all its payment obligations, with the exception of an amount corresponding to the reduction in value with respect to the defective goods. In this case, the customer is only obliged to make an advance payment if we have confirmed our liability for defects to it in writing within the scope of these General Terms and Conditions.

4. We must be given the opportunity to inspect the defect complained of on site. The inspection by us must be carried out without undue delay, provided that the customer demonstrates an interest in immediate completion. Claims for defects do not exist if there are only insignificant deviations from the quality or only an insignificant impairment of the usability.

5. We may charge the customer for the additional costs of the expenditures necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as the expenses increase due to the delivery of the goods to a place other than the delivery address, unless the goods are transported in accordance with their intended use as stipulated in the contract.

6. Claims under a right of recourse on the part of the customer in the case of the purchase of consumer goods (Section 478 BGB) are excluded to this extent with regard to agreements between the customer and its customers which go beyond the statutory claims for defects on the part of the customers. The customer must inform us in good time of the claims for defects made by its customers so that we are in a position, at our discretion, to satisfy the claims of the customer's customers instead of the customer itself.

7. If our contractual obligations also include the assembly of the delivery item, an acceptance report must be prepared after its completion, which is to be signed by the customer. The defects which are known to the customer at that time or which are obvious shall be recorded therein. If these defects are not recorded, our performance is deemed to have been accepted free of defects in this respect.

8. The same warranty conditions apply to replacements and repairs as to the originally delivered item.

9. Claims for defects become statute-barred after 1 year from the transfer of risk, unless we have caused the defects by gross negligence or have intentionally or fraudulently concealed them. This also applies to any guarantees given by us or binding on us, unless otherwise agreed. The statutory periods for the right of recourse according to Section 478 BGB remain unaffected; the same applies to longer statutory periods of limitation, such as for the construction of buildings or the delivery of goods which have been used for a building in accordance with their customary use and which cause its defectiveness. These limitation periods also apply to consequential harm caused by a defect, insofar as these are not asserted in tort. If subsequent performance is required due to defective delivery, the limitation period is only to be suspended for the duration of the subsequent performance and is not to be restarted.

10. Before the customer can assert further claims or rights (withdrawal, reduction, compensation for damages or reimbursement of expenses), we must first be given

the opportunity for subsequent performance within a reasonable period of time, unless we have given a guarantee to the contrary. If subsequent performance fails despite at least two attempts at subsequent performance, if we refuse subsequent performance, or if subsequent performance is not possible or unreasonable for the customer, the customer may withdraw from the contract or reduce the remuneration (abatement). Section 13 of these Terms and Conditions apply to the assertion of claims for damages and reimbursement of expenses.

11. In addition, the following apply to claims based on defects of title:

Unless otherwise agreed, we are only obliged to make the delivery in the country of the delivery address free of third party rights.

In the event of an infringement of third party industrial property rights for which we are responsible, we may, at our discretion, either obtain at our expense a right of use sufficient for the agreed or presumed use and transfer it to the customer, or modify the delivered goods in such a way that the industrial property right is not infringed, or replace the delivered goods, provided that the agreed and presumed use of the delivered goods is not impaired thereby. If this is not possible for us, or if we refuse subsequent performance, or if this fails, the customer is entitled to the statutory claims and rights. Claims for damages and reimbursement of expenses are governed by Section 13 of these Terms and Conditions.

12. If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, it is not entitled to any additional claim for damages due to the defect. If the customer chooses compensation after failed subsequent performance, the goods remain with the customer if this is reasonable for it. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if we have fraudulently caused the breach of contract.

13. If selected samples are sent to the customer for inspection, we are only liable for ensuring that the delivery is carried out in accordance with the selected sample, taking into account any corrections.

14. If the customer receives defective assembly instructions, we are only be obliged to supply assembly instructions free of defects, and this only if the defect in the assembly instructions prevents proper assembly.

#### §13 Compensation for damages / reimbursement of expenses

1. The assertion of claims for damages or reimbursement of expenses (hereinafter referred to as "damages") due to defects of the delivered goods (claims for defects) is excluded insofar as we are unable to effect subsequent performance for reasons for which we are not responsible. The assertion of damages for defects and for consequential damages based on the delivery of defective goods generally requires that we have caused the defect intentionally, by gross negligence, or by a negligent material breach of duty, unless otherwise agreed. The same applies to the assertion of damages for a breach of a durability guarantee given by us or on our behalf (Section 443 (2) BGB).

2. Otherwise, claims for damages and claims for reimbursement of expenses ("claims for damages") by the customer are excluded, irrespective of the legal grounds, in particular due to breach of duties arising from and in connection with the contractual obligation, due to fault prior to or upon conclusion of the contract, and due to tort. This does not apply to claims under Sections 1, 4 of the German Product Liability Act (Produkthaftungsgesetz), in cases of intent or gross negligence, in cases of injury to life, limb or health, due to the assumption of a guarantee for the existence of a quality (quality guarantee), or in the case of our negligent, significant breach of duty. In no case are we liable beyond the statutory claims. In the event of simple negligence on our part, our liability is limited to the foreseeable and typical damage. The provisions set down in these paragraphs 1 and 2 are not connected to changes of the burden of proof.

3. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, co-workers, representatives, and vicarious agents.

4. The limitation of claims between supplier and customer is governed by Section 12 (9), so long as these do not concern producer liability claims under Section 823 et seq. BGB or the German Product Liability Act. This limitation period also applies in particular to consequential damages.

5. We do not accept any liability for damage resulting from unsuitable or improper use, natural wear and tear, incorrect or negligent handling – in particular excessive stress -, chemical, electrochemical or electrical influences, improper modifications, or modifications carried out without our approval.

#### §14 Jurisdiction and place of performance

1. The place of performance for all contractual obligations is Kempten, Germany.

2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all legal disputes arising from the contractual relationship is, at our discretion, Kempten, Germany, or the registered office of the customer, or – in the case of deliveries abroad – the capital of the country in which the customer has its registered office. The same applies if the domicile or habitual residence of the customer is not known at the time the action is brought. This also applies to disputes arising from bills of exchange and cheques.

3. Legal relations between the customer and us are exclusively subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.