

General Terms and Conditions of Delivery and Payment of Wystrach GmbH

I. General provisions

1. The legal relationship between Wystrach GmbH ("Supplier") and the Purchaser in connection with the sale and/or delivery of movable goods ("Goods") (sections 433, 650 German Civil Code – BGB) of the Supplier shall be governed exclusively by these General Terms and Conditions of Delivery and Payment ("Terms and Conditions of Delivery") as well as any prior individual agreements between the Supplier and the Purchaser.
2. These Terms and Conditions of Delivery shall only apply if the Purchaser is an entrepreneur within the meaning of sec. 14 German Civil Code (BGB), a legal entity under public law or a special fund under public law. Deviating terms and conditions of the Purchaser are only binding insofar as the Supplier has expressly agreed to them in writing. This requirement for consent shall also apply if the Supplier carries out the delivery to the Purchaser without reservation, being aware of general terms and conditions of the Purchaser. At the latest upon acceptance of the Goods, these Terms and Conditions of Delivery of the Supplier shall be deemed accepted.
3. The Supplier reserves its unrestricted rights of use and exploitation under property and copyright law for cost estimates, offers and other documents (hereinafter collectively the "**Documents**"). The Documents may only be made accessible to third parties with the prior consent of the Supplier and shall, upon request, be returned to the Supplier immediately if the contract is not awarded to the Supplier. Sentences 1 and 2 shall apply accordingly to documents of the Purchaser; these may, however, be made accessible to third parties to whom the Supplier has permissibly transferred supplies.

II. Offers, prices, terms of payment and set-off

1. The Supplier's offers are subject to change without notice. Agreements and orders shall only become binding for the Supplier upon written confirmation or upon delivery of the Goods.

2. Unless otherwise agreed, invoicing shall be based on the prices valid on the day of delivery plus statutory value added tax. The prices are ex works, excluding packaging, plus applicable statutory value added tax.
3. If the Supplier has assumed responsibility for assembly or installation and unless otherwise agreed, the Purchaser shall bear, in addition to the agreed remuneration, all necessary incidental costs such as travel and transport costs and allowances.
4. Payments shall be made without deduction to the payment address (*frei Zahlstelle*) specified by Supplier within the agreed payment period. Upon expiry of the payment period, the Purchaser shall be in default. The price shall bear interest during the period of default at the statutory default interest rate applicable at the time. The Supplier reserves the right to assert further damages caused by delay. The Supplier's claim to commercial interest on maturity in accordance with sec. 353 German Commercial Code (HGB) vis-à-vis merchants remains unaffected.
5. The Purchaser may only set off such claims that are undisputed or have been legally established. The exercise of a right of retention on the part of the Purchaser is only permissible insofar as the counterclaims are undisputed or have been legally established and are based on the same contractual relationship. In the event of defects in the delivery, the counter rights of the Purchaser, in particular in accordance with section VIII.5 sentence 4 of these Terms and Conditions of Delivery, shall remain unaffected.

III. Retention of title

1. The objects of the deliveries ("**Reserved Goods**") remain the property of the Supplier until all claims to which it is entitled against the Purchaser from the business relationship have been fulfilled. If the value of all security interests to which the Supplier is entitled, exceeds the amount of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security interests at the request of the Purchaser; the Supplier shall have the right to choose between different security interests for release.
2. For the duration of the retention of title, the Purchaser may not pledge the Reserved Goods or transfer ownership in them for security purposes (*Sicherungsübereignung*), and resale shall be

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permitted only to resellers in the ordinary course of their business and only on the condition that the reseller receives payment from its Purchaser or makes the reservation that title shall not pass to the Purchaser until the Purchaser has fulfilled its payment obligations.

3. If the Purchaser resells Reserved Goods, the Purchaser thereby assigns to the Supplier by way of security its future claims against its Purchasers from the resale, together with all ancillary rights – including any balance claims – without the need for any further special declarations. If Reserved Goods are resold together with other items without an individual price having been agreed for Reserved Goods, the Purchaser shall assign to the Supplier that part of the total price claim which corresponds to the price of the Reserved Goods invoiced by the Supplier.
4. The Purchaser is permitted to process Reserved Goods or to mix or combine them with other objects. The processing is carried out for the Supplier. The Purchaser shall store the new item created in this process for the Supplier with the care of a prudent businessman. Such new items are deemed to be Reserved Goods.
5. Supplier and Purchaser have agreed already at this point that in the event of combination or mixing with other objects not belonging to the Supplier, the Supplier shall in any case be entitled to co-ownership in the new item in the amount of the share resulting from the ratio of the value of the combined or mixed Reserved Goods to the value of the other goods at the time of combination or mixing. Such new items are insofar deemed to be Reserved Goods.
6. The regulation on the assignment of claims according to section III.3 shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value as invoiced by the Supplier of the processed, combined or mixed Reserved Goods.
7. If the Purchaser combines the Reserved Goods with real estate or movable property, the Purchaser shall, without the need for any further special declarations, also assign to the Supplier by way of security its claim, to which it is entitled as remuneration for the combination, together with all ancillary rights, in the amount of the ratio of the value of the combined Reserved Goods to the other combined goods at the time of combination.
8. Until revoked, the Purchaser is authorised to collect assigned claims from the resale. In the event of good cause, in particular default of payment, cessation of payments, opening of

insolvency proceedings, protest regarding a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the Purchaser, the Supplier shall be entitled to revoke the Purchaser's collection authorization. In addition, the Supplier may, after prior warning and observing a reasonable period of notice, disclose the assignment of security, exploit the assigned claims and demand that the Purchaser disclose the assignment of security to the Purchaser.

9. In the event of seizures, confiscations or other dispositions or interventions by third parties, the Purchaser must inform the Supplier immediately. If a justified interest can be substantiated, the Purchaser must immediately provide the Supplier with the information required to assert its rights against the Purchaser and hand over the necessary documents.
10. If the Purchaser fails to fulfil its obligations, including cases of default of payment, the Supplier shall be entitled to rescind the contract and take back the Reserved Goods in case the failure continues even after expiry of a reasonable time period for relief, set by the Supplier; the statutory provisions regarding dispensability of such period shall remain unaffected. The Purchaser is obliged to surrender the goods. The taking back or the assertion of the reservation of title or the seizure of the Reserved Goods by the Supplier does not constitute a rescission from the contract, unless the Supplier has expressly declared this.

IV. Deliveries; deadlines for deliveries; delay in delivery

1. Delivery is made ex works, Supplier factory. The place of performance for the delivery and any subsequent performance is also located there. At the request and expense of the Purchaser, the Supplier shall ship the Goods to another destination (sales shipment). Unless otherwise agreed, the Supplier is entitled to determine the type of shipment (in particular transport company, shipping route, packaging).
2. If, contrary to section IV.1, freight-paid delivery has been agreed, the Supplier shall insure the delivery against the usual transport risks at the request and expense of the Purchaser.
3. The Supplier is entitled to make partial deliveries as is customary in the trade, provided that the partial delivery is not contractually excluded, it can be used by the Purchaser within the scope of the contractual purpose, the delivery of the remaining ordered Goods is ensured, and the

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Purchaser does not incur any significant additional work or additional costs as a result of the partial delivery (unless the Supplier declares itself willing to bear these costs). Complaints about partial deliveries do not release the Purchaser from the obligation to accept the remaining quantity of the ordered Goods in accordance with the contract.

4. Delivery periods are agreed by the parties. If the Supplier is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of performance), the Supplier shall inform the Purchaser of this without delay and at the same time notify the Purchaser of the expected new, reasonable delivery deadline. If performance is not available even within the new delivery period, the Supplier is entitled to withdraw from the contract in whole or in part; the Supplier shall reimburse without delay any consideration already rendered by the Purchaser. In particular, the following shall be deemed to be cases of non-availability of the service in this sense:

- a) The untimely supply of the Supplier by a subcontractor of the Supplier, if the Supplier had entered into a congruent supply transaction with such subcontractor, neither the Supplier nor the subcontractor is at fault and/or the Supplier is not obliged to procure in the individual case;
- b) Force majeure; this is an external event that is not connected with the business and cannot be averted even by the utmost care that can reasonably be expected. Depending on the circumstances, this includes, for example, mobilisation, war, acts of terrorism, riots, pandemics, epidemics, diseases or events such as strikes or lockouts, insofar as this results in the Supplier being unable to meet binding delivery deadlines;
- c) Virus and other attacks by third parties on the Supplier's IT system for which the Supplier is not responsible, insofar as they result in the Supplier being unable to meet binding delivery deadlines;
- d) Obstacles for the delivery to the Purchaser due to German, US American as well as other applicable national, EU or international regulations of foreign trade law.

With regard to the rights of the Purchaser, reference is made to section IV.7.

- 5. The observance of deadlines for deliveries requires the timely receipt of all documents, necessary permits and releases to be supplied by the Purchaser, as well as the observance of the agreed terms of payment and other obligations by the Purchaser. If these conditions are not fulfilled in time, the deadlines shall be extended appropriately; this shall not apply if the Supplier is responsible for the delay.
- 6. The occurrence of the Supplier's delay in delivery shall be determined in accordance with the statutory provisions. In any case, a reminder from the Purchaser is required for this. If the Supplier is in default of delivery, the Purchaser may demand lump-sum compensation for damages caused by default. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed week of delay, but in total no more than 5% of the delivery value of the Goods delivered late. The Supplier reserves the right to prove that the Purchaser has not incurred any damage at all or that the damage incurred is considerably lower than the amount according to the above-mentioned lump sum.

7. The rights of the Purchaser pursuant to section IX. and the statutory rights of the Supplier, in particular in the event of an exclusion of the obligation to perform, for example due to impossibility or unreasonableness of performance and/or subsequent performance, shall remain unaffected.

V. Transfer of risk; delays caused by the Purchaser; default of acceptance

1. The risk of accidental loss and accidental deterioration of the Goods shall pass to the Purchaser at the latest when the Goods are handed over.
2. In the case of sales shipment, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delayed arrival at the Purchaser's premises shall pass to the Purchaser upon delivery of the Goods to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment.
3. If an acceptance requirement (*Abnahme*) has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the Purchaser is in default of acceptance, this shall be deemed equivalent to handover or acceptance. The parties are free to make deviating arrangements in the event of a trial run.
4. The Purchaser may not refuse to accept deliveries referring to minor defects.
5. If the Purchaser is in default of acceptance, if it fails to cooperate or if the delivery is delayed for other reasons for which the Purchaser is responsible, the Supplier is entitled to demand compensation for the resulting damage including additional expenses (in particular storage costs). For this purpose, the Supplier shall charge a lump-sum compensation of 0.5% of the net price (delivery value) for each completed week, but not more than a total of 5% of the delivery value of the Goods concerned, beginning with the delivery period or, if no delivery period has been agreed, with the notification of readiness for dispatch of the Goods. The Supplier reserves the right to prove higher damages; furthermore, the Supplier's statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected. However, the aforementioned lump sum shall be set off against further monetary

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claims. The Purchaser reserves the right to prove that the Supplier has not incurred any damage or that the damage incurred is significantly less than the amount stated in the above lump sum. Sec. 300 para. 1 German Civil Code (BGB) remains unaffected.

VI. Installation and assembly

Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly:

1. The Purchaser shall bear the costs and provide in good time:
 - a) all earthwork, construction work and other ancillary work outside the industry, including the necessary skilled and unskilled workers, building materials and tools;
 - b) commodities and materials required for assembly and commissioning, such as scaffolding, lifting gear and other devices, fuels and lubricants;
 - c) energy and water at the point of use, including connections, heating and lighting;
 - d) suitable dry and lockable rooms of sufficient size adjacent to the site of installation for the storage of machine parts, equipment, materials, tools, etc. and adequate working and recreation rooms for the installation personnel including sanitary facilities as are appropriate in the specific circumstances; furthermore, the Purchaser shall take the same measures to protect the possessions of the Supplier and of the installation personnel on the site as it would take to protect its own possessions;
 - e) protective clothing and protective devices which are required due to special circumstances at the installation site.
2. Prior to commencement of the installation work, the Purchaser shall provide the necessary information on the location of concealed power, gas and water lines or similar installations as well as the necessary structural data on its own initiative.
3. Prior to assembly or installation, the auxiliary equipment and objects necessary for the work to start must be available on the site of assembly or installation and any preparatory work must

have advanced to such a degree that assembly or installation can be started as agreed and carried out without interruption. Access roads and the installation or assembly site must be levelled and cleared.

4. If assembly, installation or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs incurred for idle times and any additional travelling of the Supplier or the installation personnel.
5. The Purchaser shall certify to the Supplier on a weekly basis the duration of the working hours of the installation personnel and the completion of the installation, assembly or commissioning without undue delay.
6. If the Supplier demands acceptance of the delivery after completion, the Purchaser must carry out this within two weeks. Acceptance shall be deemed to have been effected if the Purchaser allows the two-week period to expire or if the Supplies have been put into use, if necessary after completion of an agreed test phase.

VII. Provision of products/materials

1. Insofar as the Purchaser provides the Supplier with products and/or materials (collectively "**Auxiliary Equipment**") with respect to the delivery or certain agreed activities of the Supplier, the Supplier shall not be liable for their quality and/or compliance with statutory provisions regarding the Auxiliary Equipment. If a defect in the Goods delivered by the Supplier is caused by Auxiliary Equipment, the Supplier shall not be liable. The Purchaser shall ensure that Auxiliary Equipment is suitable for the agreed use and, in the absence of an agreement regarding the use, for the usual use as auxiliary equipment for the delivery or for certain agreed activities of the Supplier and, in particular, that Auxiliary Equipment complies with all applicable safety regulations.
2. Unless otherwise agreed, transport and handover of the Auxiliary Equipment to the Supplier shall be at the expense of the Purchaser. Any damage to the Auxiliary Equipment upon delivery to the Supplier shall entitle the Supplier to refuse its use and, insofar as this is associated with such use, refuse delivery. The Supplier is not obliged to inspect the Auxiliary Equipment for damage upon delivery to him or at a later date. If damage to the Auxiliary Equipment becomes

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apparent, the Purchaser is obliged, upon information of the Supplier, to collect the affected Auxiliary Equipment at its own expense and to replace it at its own expense, unless otherwise agreed. The Supplier is not obliged to provide insurance coverage for Auxiliary Equipment.

3. Unless otherwise agreed, the Purchaser shall bear the costs of the Auxiliary Equipment, in particular for its transfer to locations on the Supplier's premises, for their storage, removal from storage, maintenance (including repair) and/or disposal. However, this does not constitute a storage contract within the meaning of sec. 467 German Commercial Code (HGB); in particular, there is no obligation on the part of the Supplier to protect the Auxiliary Equipment (against remuneration) against risks.
4. The Purchaser grants the Supplier a right of lien on the Auxiliary Equipment and on any claims that may take their place to secure all present and future claims arising from the business relationship with the Supplier.

VIII. Material defects

1. The Supplier guarantees that the Goods are free from defects within the scope of the statutory provisions, unless otherwise stipulated below. In any case, the special statutory provisions regarding the final delivery of the unprocessed Goods to a consumer remain unaffected, even if the consumer has processed them further. Supplier recourse claims are excluded to the extent the defective Goods have been further processed by the Purchaser or another entrepreneur, in particular by installation in another product.
2. The Supplier does not provide guarantees unless they have been expressly agreed.
3. If there is no agreement on the quality of the goods, the legal regulations must be used to determine whether a defect is present (sec. 434 para. 1, sentences 2 and 3 German Civil Code, BGB). The Supplier shall not be liable for public statements made by the Manufacturer or other third parties, in particular advertising statements, which the Purchaser has not identified to the Supplier as being decisive for its decision to purchase the relevant Goods.
4. The Purchaser's claims for defects require that it has complied with its statutory obligations to inspect and give notice of defects (sections 377, 381 German Commercial Code, HGB). If a

defect is revealed during delivery, inspection or at any later point in time, the Supplier must be notified thereof in writing without undue delay. If the Purchaser fails to properly inspect the Goods and/or notify defects, the Supplier's liability for the defect not notified or not notified in time or properly is excluded in accordance with the statutory provisions.

5. If the delivered item is defective, the Supplier can choose whether to provide subsequent performance by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). The right of the Supplier to refuse subsequent performance under the statutory conditions remains unaffected. The Supplier is entitled to make the subsequent performance owed dependent on the Purchaser paying the price due. However, the Purchaser is entitled to retain a part of the price which is reasonable in relation to the defect.
6. The Supplier shall be granted the necessary opportunity and time for subsequent performance. In particular, the Purchaser shall hand over the rejected Goods to the Supplier for the purpose of inspection. In the event of a replacement delivery, the Purchaser shall return the defective item to the Supplier in accordance with the statutory provisions. Subsequent performance does not include either the removal of the defective item or its reinstallation if the Supplier was not originally obliged to install it.
7. In accordance with the statutory provisions, the Supplier shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, dismantling and installation costs, insofar as a defect actually exists. Otherwise, the Supplier may demand reimbursement from the Purchaser of the costs incurred as a result of the unjustified demand for the removal of defects (in particular testing and transport costs), unless the absence of the defect was not apparent to the Purchaser.
8. In urgent cases, in particular if operational safety is endangered or to prevent disproportionate damage, the Purchaser shall be entitled to remedy the defect itself ("**Self-remedy**") and to demand compensation from the Supplier for the expenses objectively necessary for this purpose. In the event of Self-remedy, the Purchaser must notify the Supplier immediately and, if possible, in advance. The right of the Purchaser to carry out the work itself does not exist

insofar as the Supplier would be entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

9. If subsequent performance fails or if a reasonable period to be set by the Purchaser for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Purchaser may rescind the contract or reduce the price, without prejudice to any claims for damages pursuant to section IX. However, a right of rescission does not exist if it is only based on an insignificant defect.
10. Claims of the Purchaser for damages or compensation for futile expenditure shall only exist in accordance with section IX., even in case of defects, and are otherwise excluded.
11. Defects which are not present at the time of transfer of risk do not entitle the customer to claims for defects. In particular, claims for defects shall not exist in the case of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating resources of the Purchaser or third parties, defective construction work or unsuitable building ground of the Purchaser or third parties. The same applies to changes to the Goods or installation/removal or repair work.
12. Recourse claims of the Purchaser against the Supplier according to sec. 445a German Civil Code (BGB) (recourse of the seller) exist only insofar as the Purchaser has not made any agreements with its Purchaser that grant rights beyond the statutory claims for defects.

IX. Liability

1. Unless otherwise provided for in these Terms and Conditions of Delivery, in particular in section VIII. and/or the following provisions, the Supplier shall be liable in accordance with the statutory provisions in the event of a breach of contractual and/or non-contractual obligations.
2. Within the scope of the liability for fault, the Supplier is liable – regardless of the legal basis, in particular also in tort – for intent and gross negligence. For slight negligence, the Supplier is only liable, subject to statutory limitations of liability, for
 - a) damages resulting from injury to life, body or health, and/or

- b) damages resulting from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); however, liability is limited to damages foreseeable at the time of the conclusion of the contract and typical for this type of contract.
3. The limitations of liability resulting from section IV.2 shall also apply with regard to breaches of obligations by persons whose fault the Supplier is responsible for according to the statutory provisions; the limitations of liability shall also apply in favour of these persons. They do not apply to claims of the Purchaser under the Product Liability Act and other mandatory liability, insofar as the Supplier has fraudulently concealed a defect or has assumed a guarantee for the quality of the Goods. This does not imply a change in the burden of proof to the disadvantage of the Purchaser.
4. In case of a breach of an obligation which does not consist in a defect, the Purchaser may only rescind or terminate the contract if the Supplier is responsible for the breach. A free right of termination by the Purchaser (in particular according to sections 650, 648 German Civil Code, BGB) is excluded. In all other respects, the statutory provisions shall apply to rescission and termination.

X. Industrial property rights and copyrights; defects of title

1. Unless otherwise agreed, the Supplier's obligation to provide the supply without infringement of any industrial property rights or copyrights of third parties (hereinafter referred to as "**Property Rights**") shall only exist with respect to the country of the place of delivery. If a third party asserts justified claims against the Purchaser based on an infringement of Property Rights by the supply made by the Supplier and used in conformity with the contract, the Supplier shall be liable to the Purchaser within the time period stipulated in section XI.1 as follows:
- a) On its own expense, the Supplier shall choose whether to acquire the right to use with respect to the supplies, or whether to modify the supplies such that they no longer infringe the Property Rights or replace them. If this is not possible for the Supplier under

reasonable conditions, the Purchaser is entitled to the statutory rights of rescission or reduction.

- b) The Supplier's obligation to pay damages shall be governed by section IX.
- c) The above obligations of the Supplier shall only apply if the Purchaser immediately notifies the Supplier of any such claim asserted by the third party in writing, does not concede the existence of an infringement and leaves any protective measures and settlement negotiations to the discretion of the Supplier. If the Purchaser stops using the supplies in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

- 2. Claims of the Purchaser are excluded to the extent it is responsible for the infringement of Property Rights.
- 3. Claims of the Purchaser shall also be excluded to the extent the infringement of the Property Rights is caused by specifications made by the Purchaser, by a type of use not foreseeable by the Supplier or by the supplies being modified by the Purchaser, or being used together with products not provided by the Supplier.
- 4. In the event of infringements of Property Rights, the provisions of VIII.5, 6, 12 and 13 shall apply accordingly to the claims of the Purchaser regulated in section X.1 a).
- 5. In the event of other defects of title, the provisions of section VIII. shall apply accordingly.
- 6. Weitergehende oder andere als die in dieser Ziffer X. geregelten Ansprüche des Bestellers gegen den Lieferer und dessen Erfüllungsgehilfen wegen eines Rechtsmangels sind ausgeschlossen.

XI. Limitation period

- 1. The general limitation period for claims arising from material defects and/or defects of title is one year from delivery, in deviation from sec. 438 para. 1 no. 3 German Civil Code (BGB). If an acceptance requirement has been agreed, the limitation period shall begin to run upon acceptance.

2. The limitation period pursuant to sec. 438 para.1 no. 2 German Civil Code (BGB) (five years from delivery) and other special statutory provisions on limitation, in particular sections 438 para. 1 no. 1, para. 3, 444, 445b German Civil Code (BGB), shall remain unaffected by section XI.1. However, claims for reimbursement of expenses by the Purchaser in accordance with sec. 445a German Civil Code (BGB) (recourse of the seller) shall also become statute-barred one year after the statutory commencement of the limitation period if the last contract in the supply chain is not a purchase of consumer goods, whereby, however, the statutory provisions on suspension of the statute of limitations, suspension and recommencement of limitation periods shall remain unaffected.
3. The limitation periods pursuant to section XI.1 (subject to the restrictions of section XI.2) shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the Goods (without the "defect" having to be a prerequisite for a claim), unless the application of the regular statutory limitation period (sections 195, 199 German Civil Code, BGB) would lead to a shorter limitation period in the individual case. However, claims for damages by the Purchaser pursuant to section IX.2, sentence 1 and sentence 2 a) as well as pursuant to the Product Liability Act and other mandatory legal provisions shall become statute-barred exclusively in accordance with the statutory provisions.

XII. Reservation of performance

1. Wystrach is only obliged to fulfil the contract if there are no obstacles due to German, US-American and other applicable national, EU or international regulations of foreign trade law and no embargoes or other sanctions.
2. The Purchaser is obliged to provide all information and documents required for export, transfer or import.

XIII. Place of jurisdiction, applicable law and place of performance

1. If the Purchaser is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Supplier. However, the Supplier is also entitled to take legal action at the Purchaser's place of business.

Priority statutory provisions, in particular with regard to exclusive responsibilities, shall remain unaffected.

2. The contractual relationship between the Supplier and the Purchaser, including these Terms and Conditions of Delivery, shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. Place of performance is the registered office of the Supplier.

XIV. Contract validity

The contract remains valid in its remaining parts even if individual provisions are invalid.

XV. Different language versions

If the parties agree on an English and a German version of these Terms and Conditions of Delivery, the German version shall be authoritative to the extent there are contradictions between these versions.