

## 1. Scope of application

- 1.1 The following General Terms and Conditions are exclusively applicable to our deliveries and services. They are deemed approved and acknowledged at the latest on receipt of the confirmation of an order. We do not accept or acknowledge any of the Principal's general terms and conditions that are contrary to or deviate from the General Terms and Conditions (GTC) herein, unless they are confirmed by us expressly and in writing. The GTC herein shall also apply if we execute a delivery without reservation to the Principal despite our awareness of general terms and conditions of the Principal that are contrary to or deviate from the GTC herein.
- 1.2 These General Terms and Conditions shall only apply to entrepreneurs, legal entities under public law, and special funds under public law within the meaning of § 310 sec. 1 BGB [Bürgerliches Gesetzbuch - German Civil Code].

## 2. Offer and conclusion of contract

- 2.1 If an order qualifies as an "offer" under § 145 BGB we may accept it within 4 weeks.
- 2.2 We reserve all rights of ownership and copyrights to illustrations, drawings, calculations, data, data carriers, programs, and other documents as well as work equipment. They shall not be made accessible to third parties. This also applies to such information, in particular written documents, that has been designated confidential; the Principal may not pass on any such information to third parties without our prior explicit and written consent.
- 2.3 Drawings, illustrations, weights, measures and/or any other performance data are only binding if such binding effect is agreed expressly and in writing. Such data shall not be deemed a guarantee of condition and quality [Beschaffenheitsgarantie]. We reserve the right to technical changes.
- 2.4 Orders shall only become binding for us after we have confirmed them in writing. The same applies to all other agreements that are not in writing (oral, telegraphic, and Email agreements, agreements over the telephone, etc.).
- 2.5 Part deliveries are permissible if the Principal can be reasonably expected to accept them.

## 3. Delivery and performance times

- 3.1 The period of delivery determined by us shall only commence after all technical questions have been resolved, all documents, required licences, authorisations, and releases, in particular of plans, to be presented by the Principal have been received in due time, and the agreed conditions of payment and any other of the Principal's duties and obligations have been observed. If these conditions are not met in due time the time limits shall be extended adequately; this shall not apply if we are responsible for the delay.
- 3.2 The dates and time limits specified by us are not binding unless something else has been agreed expressly and in writing. On principal, we do not accept any procurement risks.
- 3.3 Delays of delivery and performance due to force majeure and events that make delivery for us substantially more difficult or impossible (e.g. strike, lockout, etc.) entitle us to defer the delivery, i.e. performance for the duration of the obstruction plus an adequate preliminary starting time. The same applies accordingly if the aforesaid obstructions occur in the sphere of our suppliers or subcontractors.
- 3.4 The right to obtain supplies properly and timely by oneself is reserved.

## 4. Default

- 4.1 We shall only be in default due to a reminder or demand of performance if nothing else results from statutory law or the contract. Reminders, demands and time limits set or issued by the Principal shall only be effective if in writing.
- 4.2 We shall adhere to our delivery obligations under the precondition that the Principal performs his obligations and duties properly and in due time. The plea of non-performance [Einrede des nicht-erfüllten Vertrages] is reserved.
- 4.3 Should we fail to perform a due service entirely or not as agreed the Principal may withdraw from the contract and, in the case of a violation of a contractual duty for which we are responsible, claim compensation for damage instead of demanding the performance of the service or claiming compensation of futile expenses in accordance with the following provisions irrespective of the further requirements. A further condition is that the Principal has set a reasonable deadline for performance or supplementary performance and that this deadline has expired without success.
- 4.4 The Principal will be obliged to link the grace period according to Para. 4.3 above with the unequivocal declaration that he will refuse the delivery after expiry of the grace period without any result and will assert the rights arising from Para. 4.3 above against our Company.
- 4.5 If the service has already been partially performed the Principal may only claim compensation for damage instead of full performance if his interest in the full performance requires it. In this case, withdrawal from the contract as a whole is only possible if the Principal provably has no interest in a part performance.
- 4.6 If we are in default for reasons for which we are responsible our liability for damages shall be excluded in the case of ordinary negligence. The aforesaid limitation of liability does not apply if the default results from a violation, for which we are responsible, of a material contractual duty. Our liability in these cases will be limited to typical contractual, foreseeable damages in accordance with Para. 4.8 below. In the case of a willful and intentional violation of the contract for which we are responsible we are liable under the statutory provisions. Any further compensation rights of the Principal are excluded in all cases of delayed deliveries, even in the case that an additional time-limit has expired. This does not apply if liability is compulsory in cases of intent, gross negligence and physical injury; a reversal in the burden of proof to the Principal's disadvantage is not connected to the above.
- 4.7 We will be entitled to assert our statutory rights in the event of delay in acceptance by the Principal or in the event of violation of other collaboration obligations by the Principal (cf. Para. 6) below. The risk of accidental loss [zufälliger Untergang] and/or accidental deterioration [zufällige Verschlechterung] of the subject of the contract (e.g. the object of purchase) shall be transferred to the Principal in the moment of his default in acceptance at the latest.
- 4.8 If our Company gets into arrears, the Principal may - insofar as he can credibly establish that he has incurred damages thereby - in the event of simple negligence irrespective of the liability limitation in accordance with Para.4.6 above, request compensation amounting to a maximum of 0.5% for each complete week of delivery delay, however a total of 10% maximum of the price for that part of the delivery which could not be put into useful service due to the delay.

## 5. Transfer of risk, packaging

- 5.1 If nothing else has been stipulated, delivery "FCA plant Nordhorn plus packing" is agreed (Incoterms 2010).
- 5.2 The transfer of risk to the Principal shall also take place in the case of carriage free delivery, as follows:
- 5.2.1 In the case of delivery without assembly or installation, if the delivery has been dispatched or collected.
- 5.2.2 In the case of deliveries including assembly or installation, on the day the delivery is taken into the own business or, if such is agreed, after its faultless trial operation and/or on its initial operation.
- 5.3 If dispatch becomes impossible without our fault the risk is passed to the Principal on the declaration of the readiness for dispatch.
- 5.4 On the Principal's request we shall cover the delivery with a transport insurance; any costs accrued thereby shall be at the Principal's expense.
- 5.5 Transport and any other packaging that complies with the Verpackungsverordnung [packaging ordinance] will not be taken back; this does not apply to multi-purpose means of transport such as pallets, lattice boxes, etc.. The Principal is obliged to provide for the disposal of non-returnable packaging at his own expense. Multi-purpose means of transportation are provided to the Principal by way of lending only; the Principal is obliged to return them in a proper condition, i.e. fully emptied and undamaged.

## 6. Duties of collaboration of the Principal

- 6.1 As a material contractual duty the Principal shall perform the agreed duties of collaboration and the provision of materials by the agreed dates, i.e. the dates required for the realisation of the project / processing of the order, and with the required quality. The duty to provide material terminates as soon as the components provided for the realisation of the project are no longer required.

- 6.2 If the Principal provides us with drafts, drawings, parts lists, manufacturing projects, models, samples, materials, etc. for the execution of an order the Principal shall ensure that they have been examined and inspected conscientiously by himself or on his behalf, in particular in respect to their suitability and plausibility. The Principal shall provide the general stress analysis, evidence of the load capacity, of the suitability for the respective use, of the operating ability, as well as any further necessary static evidence in respect to his own constructions, and calculate the weld seam for them.
- 6.3 If the Principal provides us with materials for processing he shall obligate himself, in particular in cases of contract production, to inspect their performance, workmanship and suitability prior to their delivery to us. If the Principal has procured materials from a third party he shall ensure in particular that he has duly observed his duties of examination and inspection. If the product manufactured by us is faulty because of a defect of the provided materials, and/or if processing fails because of a defect which results causally from a defect of the material provided, we are - irrespective of further claims - entitled to nevertheless demand the agreed remuneration taking into consideration savings of expenses.
- 6.4 The ruling in Para.6.3 above will apply accordingly in those cases where our manufacturing performance is based on preliminary work by the Principal or by a third party commissioned by the latter.
- 6.5 The Principal is obliged to inform us truthfully and thoroughly in writing, in particular in the case of agreed contract production, of the expected loads (stress, forces, weights, temperatures and thermal fluctuation, gross loads, etc.) to which the final product will be exposed during its operation in accordance with its intended use. Furthermore, the Principal shall be obliged to inform us in writing of any hazards to health that are caused by and/or that could be caused by the provided components. On our initial request the Principal shall indemnify us from claims for damages asserted by third parties on the basis of product liability if their cause originates in his organisational sphere.

## 7. Consultation / assembly and installation

- 7.1 We are only liable for advice and consultation within the limits set by the standard of "care as applied in one's own affairs" [Sorgfalt in eigenen Angelegenheiten], unless something else has been expressly agreed by contract.
- 7.2 The following provisions apply to assembly and installation unless something else has been agreed in writing:
- 7.2.1 The Principal shall take over and provide in due time at his own expense:
- all earthwork, construction work and other ancillary work that is not customary in this branch of business, including the required skilled and unskilled work force, building materials and tools;
  - the implements required for assembly and start-up;
  - energy and water at the site of usage, including the supplies for heating and lighting;
  - adequate premises for storing machine parts, tools, materials, semi-finished products, etc.;
- as well as
- any other prerequisites necessary for proper execution, taking into consideration our needs, that are required for the execution of assembly and installation works.
- 7.2.2 Prior to the commencement of assembly/installation works the Principal shall provide us, unrequested, with the necessary information on the location of hidden power supply lines, gas lines, water conduits, or similar installations, as well as with the necessary static data.
- 7.2.3 7.2.3 Prior to installation and assembly the materials and objects to be provided by the Principal shall be present at the assembly/installation site, and the preliminary works preceding set-up shall have progressed so far that installation or assembly can be commenced and executed without interruption as agreed. All delivery channels as well as installation or assembly sites must be vacated.
- 7.2.4 If installation/assembly works and/or start-up are delayed for reasons for which we are not responsible the Principal shall bear, to an adequate extent, the resulting costs.
- 7.2.5 If we perform any work and its acceptance has been agreed the Principal is obliged to accept such work performance without delay. Acceptance may not be refused on the grounds of insubstantial defects. We may set an adequate time-limit for the declaration of acceptance; after expiry of this time-limit the contractual performance shall be deemed accepted. Acceptance shall also be deemed effected if the delivery - after conclusion of an agreed trial period, if the case may be - is utilised.
8. **Impossibility [Unmöglichkeit]/ adjustment of contract / force majeure**
- 8.1 If delivery is impossible the Principal shall be entitled to claim compensation for damage unless we are not responsible for the impossibility. The Principal's claim for damages is, however, limited to 10% of the value of that part of the delivery that cannot be utilized in accordance with its appropriate purpose due to the impossibility. This limitation does not apply if liability is compulsory in cases of intent, gross negligence, or an injury to life, bodily harm or health injuries; a reversal in the burden of proof to the Principal's disadvantage is not combined with the above. The Principal's right to withdraw from the contract shall not be affected.
- 8.2 If unpredicted events substantially change the economic significance, or the content of the delivery, or substantially affect our business, the contract shall be appropriately adjusted according to the requirements of good faith [nach Treu und Glauben]. If such adjustment is not economically feasible the Principal shall be entitled to withdraw from the contract. If he intends to exercise his right of withdrawal he shall inform us of such intention immediately after he has realised the significance and consequences of the event, even if initially an extension of the term of delivery was agreed with the Principal.
- 8.3 If the performance of our duties is obstructed by unpredictable, extraordinary circumstances which we were not able to avert despite applying all care that is reasonable under those circumstances - regardless of whether they occurred in our sphere or that of our subcontractors -, e.g. a general shortage of labour, strike, lockout, operating troubles, transport difficulties, a shortage of essential raw materials, mobilisation, war, etc., we shall be entitled to adequately extend the delivery period - even during a default of delivery. We shall inform the Principal as soon as possible of the commencement and termination of such obstructions.

## 9. Prices and payments

- 9.1 The relevant prices are those specified in our respectively effective price lists, plus the respective statutory value added tax. Additional deliveries and performance are calculated separately.
- 9.2 If nothing else is agreed, prices are quoted ex works Nordhorn, exclusive of packaging.
- 9.3 The invoiced amount is due 14 days after issue of the invoice without any further deduction, unless something else has been agreed explicitly. If nothing else is agreed, payment shall be made on the following dates:
- 1/3 after receipt of the confirmation of the order,
  - 1/3 as soon as the Principal has been informed that the main parts are ready for dispatch,
  - the remaining amount within a further month, at the latest however, as soon as the contractual performance is held available for acceptance.
- 9.4 If the Principal is in default of payment we shall be entitled to assert the rights resulting from § 288 BGB.
- 9.5 The Principal shall only be entitled to rights of set-off if his counter-claims have been found non-appealable with final force and effect, if they are uncontested, or if they have been acknowledged by us. Furthermore, the Principal shall only be entitled to a right of retention if his counter-claim is based on the same contractual relationship.
- 9.6 If we have gained knowledge of circumstances that give cause to question the Principal's credit worthiness we shall be entitled to demand advance payments or collateral security irrespective of any further statutory claims.
- 9.7 Checks and bills of exchange, for which we reserve the right of acceptance in each individual case, shall only qualify as payment after their encashment or discharge. Any discount and bank charges shall be at the Principal's expense.
- 9.8 The goods are delivered under reservation of title in accordance with these General Terms and Conditions. If the Principal agrees with us the payment of the purchase price on the basis of the check-/bill of exchange-procedure, the reservation of title shall also apply to the Principal's discharge of the bill of exchange accepted by us and shall not cease to be effective on the credit of the check received to us.

## 10. Warranty

- 10.1 The Principal's warranty rights are subject to his proper performance of his obligation to examine and to give notice of defects under § 377 HGB [Handelsgesetzbuch – German Commercial Code]. In this connection the Principal shall examine the delivered item with regard to quantity, dimensions, format, properties and integrity etc. upon receipt of the consignment at the agreed location or at the Principal's premises. If he finds any defects, he shall list them in writing and notify our Company in writing without undue delay, within eight days from receipt of the goods at the latest. Such defects, which cannot be detected by the Principal during careful examination, shall be notified in writing by the Principal without undue delay upon their discovery. The date of leaving our works or stores is decisive for the contractual condition of the delivery item.
- 10.2 The Principal may only assert statutory rights of recourse against us if he has not concluded any agreements with his customer that exceed the statutory warranty claims.
- 10.3.1 Any components supplied by our Company, which prove to be faulty as a result of circumstances prevailing prior to the transfer of risk, will be rectified or defect-free replacements will be provided free of charge at our selection. The discovery of these defects shall be notified to our Company by the Principal in writing without undue delay. Any components replaced by our Company will become our property. The Principal shall, upon agreement with our Company, give our Company the necessary time and opportunity for any necessary rectifications and replacement deliveries; otherwise, we will be released from liability for any consequences arising therefrom. Only in urgent cases involving jeopardising operating safety or to avoid any disproportionately high damages, where we are to be notified immediately, will the Principal be entitled to have the defects remedied in a proper manner himself or by third parties and to claim reimbursement from our Company for the outlay required for rectifying the defects.
- 10.3.2 Of the costs incurred directly through the rectification or replacement delivery, our Company will - insofar as the complaint turns out to be justified - only bear the costs of the replacement part.
- 10.3.3 Our Company will not accept any liability for the resultant consequences of improper rectification by the Principal or by a third party commissioned by the latter. This also applies to any modifications to the delivery items undertaken without our prior agreement.
- 10.3.4 The Principal will be entitled, under statutory regulations, to withdraw from the contract if our Company - taking into account the statutory exemptions - has allowed a reasonable deadline set for our Company for rectification or replacement delivery because of a material defect to lapse without success. If it is only a minor defect, the Principal will only be entitled to reduce the contract price. Otherwise, the right to reduce the contract price is excluded. Claims by the Principal will otherwise comply with Paras.11.1 and 11.2 of these terms and conditions.
- 10.4.1 Our warranty obligation does not exist in the event of improper installation, commissioning or utilisation by the Principal and/or one of his agents, also in the event of non-compliance with the regulations on handling, maintenance and care (e.g. operating instructions), improper maintenance, modification or repair work, installation in unsuitable premises, effects of parts of foreign origin or other external influences (e.g. aggressive vapours, extreme temperatures, dust ingress, oxygen corrosion, fluorinated hydrocarbons, calciferous or aggressive water etc.) unsuitable processing equipment, defective construction works, unsuitable foundations, chemical, electrochemical or electrical effects - insofar as they are not attributable to our Company. Natural wear and tear is excluded from liability for defects. We also do not accept any warranty obligation for damage to the paintwork incurred after the transfer of risk, particularly if this is attributable to incorrect and negligent handling during transportation, storage, installation, operation and similar and/or to natural wear and tear.
- 10.4.2 Deviations in colour and grain, e.g. in the case of wooden surfaces, that are customary in the trade and reasonably acceptable for the Principal are reserved. The same shall apply accordingly to deviations in the case of furnishing fabrics and/or tapestries, in particular in respect to the tone of colour, if they are reasonably acceptable for the Principal. In the case of furniture, deviations from the measurements data that are customary in the trade and reasonable acceptable for the Principal are reserved.
- 10.5 The following applies in the event of legal defects: If the contractual and intended utilisation of the unmodified delivery item by the Principal leads to infringement of commercial protective rights or copyright within the country, we will, in principle, afford the Principal the right to further usage at our costs or will modify the delivery item in a manner acceptable to the Purchaser so that the protective rights violation no longer exists. If this is not possible at suitable economic terms and conditions or within a suitable timeframe, the Principal may withdraw from the contract. At the same time, we also have the right vis-à-vis the Principal to withdraw from the contract under these conditions. Our aforementioned obligations, with reservation of Paras.11.1 and 11.2, are final with respect to the event of protective rights or copyright infringement. They only exist if we are informed by the Principal without undue delay of any protective rights or copyright infringements asserted, are supported to an appropriate extent in the defense against the asserted claims or are enabled to carry out the aforementioned modification measures and our Company is reserved all defensive measures including out-of-court settlements.
- 10.6 The following applies in addition in the event of job-order production:  
If material becomes unusable during processing and our Company is not to blame, the costs incurred by our Company will be reimbursed by the Purchaser. If, on the other hand, our Company is guilty of defective processing, we will undertake to accept the processing and rectification costs incurred up to this date. If the material becomes unusable due to our fault, we will undertake the reprocessing. The Purchaser shall deliver the material free of charge. Any further claims by the Principal are excluded, particularly compensation claims of any kind whatsoever and in fact compensation claims for those damages not incurred by the material provided by the Purchaser or the objects manufactured therefrom. We accept no liability for infringements of rights of third parties occurring in connection with the processing contract. The Principal will be responsible for the material order.

## 11. Joint and several liability

- 11.1 The Supplier will be responsible for damages not incurred on the delivery item itself irrespective of the cause of the damage - only in the event of malice aforethought, in the event of gross negligence on the part of the owner/agents or managerial staff, in the event of culpable injury to life, limb and health, in the event of defects which we have fraudulently concealed or whose absence we have guaranteed or in the event of defects in the delivery item, insofar as there is liability for physical or material damage to objects used in the private sphere in accordance with the Product Liability Act.
- 11.2 In the case of our liability because of slight or gross violation of essential contractual obligations, we will be liable only to a limited extent for typical contractual, reasonably foreseeable damages in accordance with the level of damages in each case. If we violate an essential contractual obligation through negligence, our compensation obligation for material or physical damage is limited to the indemnification from our product liability insurance amounting to 5 million EUR. We will be prepared to permit the Principal to inspect our policy upon request and we will undertake to maintain the insurance until expiry of the warranty obligation in accordance with these terms and conditions. Claims are otherwise excluded, particularly those claims due to financial losses including lost profit.
- 11.3 We will not accept any procurement risk vis-à-vis the Principal. If it turns out upon contract conclusion that the delivery item cannot be produced or can only be procured under effectively or financially unacceptable terms and conditions, the Principal's rights will be limited to withdrawal from the contract under exclusion of other and further claims. The contract will also be concluded with reservation of supplies to our Company. We will have the right vis-à-vis the Principal to withdraw from the contract if there are unacceptable price increases in the procurement area, the deliverability by subcontractors is not possible or the subcontractor files for bankruptcy.

## 12. Lapse of Time

The Principal's claims - for whatever legal reason - will lapse in principle in 12 months. However, the legally stipulated deadlines will apply to compensation claims by the Principal in accordance with Para.11.1. These will also apply to defects in construction works or to delivery items that were used for construction work in accordance with their usual manner of use and have caused its defectiveness.

## 13. Use of software

- 13.1 If software is included in the scope of supply, the Principal will be granted a non-exclusive right to use the delivered software including its documentation. It will be supplied for use on the delivery item for which it is destined. Using the software on more than one system is prohibited.
- 13.2 The Principal is only permitted to copy, revise, translate or change the software from the object code to the source code to the legally permitted extent. The Principal undertakes not to remove or change manufacturer data - particularly copyright endorsements - without our prior express consent.
- 13.3 All other rights to the software and documentation including copies remain with our Company or with the software supplier. The granting of sublicenses by the Principal to third parties is not permitted.

## 14. Ownership Reservation

- 14.1 13.1 The delivered goods shall remain our property until all debts resulting from the business relationship between us and the Principal have been fully cleared. The transfer of individual debts to a running account as well as the acknowledgement of the balance do not affect the retention of title. Payment shall only be deemed effected upon our receipt of the proceeds.
- 14.2 We are also entitled to take back the delivery item in the event of behaviour in breach of contract by the Principal, particularly in the event of payment arrears. If the object of purchase is revoked by us this shall not be deemed a withdrawal from the contract, unless we explicitly declare in writing that this is to be the case.
- 14.3 Pledging of the delivery item by our Company will always constitute a withdrawal from the contract. After taking back the object of purchase we shall be entitled to utilise and exploit it. The proceeds from the exploitation shall be credited against the Principal's debts under deduction of adequate exploitation costs.
- 14.4 13.4 The Principal is obliged to treat the object of purchase with care; he is obliged, in particular, to effect a sufficient insurance for damages from fire, water and theft for it at its reinstatement value. If maintenance and inspection works are necessary the Principal shall perform them in due time at his own expense.
- 14.5 13.5 In the case of levy of execution or other interventions by third parties we must be informed without delay in writing in order to enable us to file an action in accordance with § 771 ZPO [Zivilprozessordnung – Code of Civil Procedure]. If the third party is not able to reimburse our costs and expenses for an action under § 771 ZPO, the Principal shall be liable for the resulting shortfall.
- 14.6 13.6 The Principal is entitled to resell the goods that are under retention of title in the ordinary course of business; he shall, however, assign to us in advance at this present moment all receivables that amount to the total invoice value (including value added tax) accrued by reselling to his customers or third parties, regardless of whether the object of purchase is resold without or after further processing. We will accept the assignment. If the assigned debt of the purchaser of the goods that are under retention of title is included into a current account the assignment shall also apply to the accepted balance as well as the "causal balance" in the case of the purchaser's insolvency. After the assignment, the Principal shall continue to be entitled to collect this debt. Our right to collect the debt ourselves shall not be affected hereby. However, we obligate ourselves not to collect the debt as long as the Principal meets his payment obligations with the collected proceeds, if he is not in default of payment, and in particular, if no petition in bankruptcy has been filed, or payments have ceased, or have been suspended. If this, however, should be the case we may demand that the Principal discloses to us the assigned debts and their debtors, provides us with all data required for the collection of the debts and informs the debtors (third parties) of the assignment.
- 14.7 13.7 Processing or transformation of the goods under retention of title by the Principal shall always be deemed performed for us. If the reservation goods are processed with other items which do not belong to our Company, we will acquire co-ownership of the new item in the ratio of the value of the reservation goods (invoice total including VAT) to the other processed items at the time of processing. The same provisions that apply to the goods delivered under retention of title shall apply to the object produced by processing.
- 14.8 If the reservation goods are inextricably mixed with other items which do not belong to our Company, we will acquire co-ownership of the new item in the ratio of the value of the reservation goods (invoice total including VAT) to the other mixed items at the time of mixing. If the intermixture occurs in such a manner that the object of the Contractor regarded as the principal object it shall be deemed agreed that the Principal transfers the proportional co-ownership to us. The Principal shall safe-keep for us the sole ownership or co-ownership thus created.
- 14.9 As security for our claims against the Principal he shall also assign to us the receivables he is due from third parties that accrue from the incorporation of the object of purchase in real estate.
- 14.10 We obligate ourselves to release all securities we are entitled to on the Principal's request if the realisable value of our securities exceeds that of the claims to be secured by more than 10%; the selection of the securities to be released is at our choice.

## 15. Place of performance, place of jurisdiction, applicable law

- 15.1 The place of performance is Nordhorn.
- 15.2 All disputes resulting from the business relationships with merchants, legal entities under public law and special funds under public law shall be under the exclusive jurisdiction of the Amtsgericht Münster [local court Münster], i.e. the Landgericht Münster [district court Münster]. The same place of jurisdiction shall apply if the Principal does not have a place of general jurisdiction [at his domicile or general residence] in the Federal Republic of Germany, if he transfers his general residence to a country other than the Federal Republic of Germany or if his domicile or general residence is unknown at the time of the filing of the action.
- 15.3 All legal relationships with the Principal are exclusively governed by the laws of the Federal Republic of Germany. The application of the United Nations Convention on the International Sale of Goods of 11 April 1980, BGBl. [Bundesgesetzblatt – federal law gazette] 1989, II, p. 588; 1990 II, 1699) is excluded.
- 15.4 In the case of multi-lingual contractual wording and documents the German version shall be binding if doubts regarding the correct interpretation arise.

## 16. Partial invalidity / scope

- 16.1 Whole or partial invalidity of one of the aforementioned rulings will otherwise not affect the validity of these General Business Terms and Conditions or the contracts concluded on the basis thereof.

The legally permissible ruling, with which the commercial purpose pursued by the null and void provision will be achieved as far as possible, shall be agreed without undue delay in the event of processing of contracts already agreed.

- 16.2 These General Business Terms and Conditions supersede earlier versions thereof.

Status: January 2011