

Lucas-Nülle GmbH General Terms and Conditions of Sale

Section 1 General Provisions, Scope of Application

(1) Our General Terms and Conditions of Sale ("Terms and Conditions of Sale") shall apply to all contracts that are concluded from 1 August 2020 and predominantly involve the delivery of moveable goods (including any software contained therein; for the purposes of these General Terms and Conditions of Sale, the software is part of the goods in this respect) to buyers whose principal business address is in Germany. Duties additionally taken on shall not affect the application of these Terms and Conditions of Sale.

(2) Our Terms and Conditions of Sale shall apply exclusively; we shall not recognise any terms or conditions of the buyer that conflict with or deviate from our Terms and Conditions of Sale or deviate from the statutory provisions, unless we have given our express written consent to their application. Silence on our part regarding the buyer's terms and conditions shall not be deemed to be recognition or consent. Our Terms and Conditions of Sale shall apply even if we unreservedly accept the buyer's performance, or unreservedly render our services, despite knowing of terms and conditions of the buyer that conflict with or deviate from our Terms and Conditions of Sale. Unless we have expressly waived the application of our Terms and Conditions of Sale, our Terms and Conditions of Sale shall apply in lieu of any terms and conditions of the buyer even if, according to the buyer's terms and conditions, our acceptance of the order constitutes unreserved recognition of the buyer's terms and conditions, or if we deliver after the buyer has pointed out the application of its terms and conditions.

(3) Our Terms and Conditions of Sale shall apply only if the buyer is a business owner (Section 14 *BGB* [German Civil Code]), a legal entity under public law or a special fund under public law.

(4) References to the application of statutory provisions shall have relevance only as clarification. The statutory provisions shall therefore apply even without such clarification, except where they have been directly modified or expressly ruled out in these Terms and Conditions of Sale.

Section 2 Offer, Conclusion of a Contract, Content of the Contract

(1) Our offers shall – except for any price validity – be subject to change without notice and be non-binding. Furthermore, our written acknowledgement of the order shall be a prerequisite for the conclusion of a contract.

(2) The buyer's order for the goods shall constitute a binding offer of a contract. Unless otherwise ensues from the order, we may accept this offer of a contract within fourteen (14) days of receipt of the order.

(3) The contract shall enter into effect upon our subsequent acknowledgement of the order.

(4) Even before a contract is concluded, the buyer shall be obliged to inform us in writing if (a) the goods to be delivered are not intended to be suitable exclusively for the customary use, or the buyer assumes that the goods will be suitable for a specific use, (b) the goods will be used under unusual conditions or be exposed to particular stresses, (c) the goods will be used under conditions entailing a particular health or safety hazard, (d) the goods are to be used outside of Germany or are to be delivered to customers of the buyer that are domiciled outside of Germany, or (e) public statements made by the manufacturer or other third parties (e.g. advertising messages) are decisive for the buyer's decision to buy.

(5) The details provided by us relating to the goods (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representations thereof (e.g. drawings and illustrations) shall apply only on an approximate basis, unless usability for the contractually envisaged purpose is contingent upon exact conformity. These details shall not constitute guarantees of specific qualities, or guarantees of durability, of the goods to be delivered by us. Any guarantees to be provided by us at the time of the conclusion of the contract shall be subject to our express written confirmation that these constitute "guarantees".

(6) Deviations customary in the trade and deviations that arise as a result of legal provisions or constitute technical improvements, as well as the replacement of component parts with parts of equivalent value shall be permissible insofar as usability for the contractually envisaged purpose is not impaired as a result of such deviations or replacement.

(7) Acceptance of the goods has not been agreed upon, except for acceptance of the goods under Section 433 (2) *BGB*.

(8) We shall not take on any procurement risk within the meaning of Section 276 *BGB* by concluding the contract, even if we are obliged to deliver goods defined only by class. Furthermore, we shall not provide any guarantee for the goods.

(9) All agreements concluded between us and the buyer at the time of the conclusion of the contract for the purpose of implementing the contract have been laid down in writing in the contract and these Terms and Conditions of Sale.

(10) We shall retain all rights of title and copyrights in samples, illustrations, drawings, calculations and other documents disclosed or made available to the buyer by us. This shall also apply to such written documents designated "confidential". The buyer shall require our express written consent before such documents are passed on to third parties.

Section 3 Delivery, Delivery Period, Rescission in the Event of Default, Damages in the Event of Default

(1) Except where otherwise agreed regarding delivery, delivery shall take place FCA Kerpen, Incoterms 2020.

(2) The passage of risk shall coincide with delivery. If delivery is delayed because we exercise our right of retention as a result of the buyer having wholly or partly defaulted on payment, or for any other reason attributable to the buyer, the risk shall pass to the buyer no later than from the date of receipt of notification of readiness for shipment and/or performance in relation to the buyer.

(3) Commencement of the delivery period specified by us shall be contingent upon all technical issues having been clarified. Furthermore, compliance with our delivery obligation shall be contingent upon the buyer having properly met all its obligations in due time. The defence of non-performance of the contract shall remain reserved.

(4) Agreed delivery periods shall not establish a transaction where time is of the essence.

(5) We shall be entitled, insofar as the buyer can reasonably be expected to accept this, to make sub-deliveries and render sub-services within the agreed delivery periods or by the agreed delivery date.

(6) Insofar as changes to the goods are still requested by the buyer after the conclusion of the contract, and we consent to these changes, which we shall not be obliged to do, this shall lead to an extension of the delivery period. Depending upon the order situation, the extension period may be longer than would be necessary merely for implementing the change requests.

(7) Where we are unable to adhere to binding delivery periods or delivery dates for reasons not attributable to us (non-availability of the service), we shall inform the buyer thereof without delay and, at the same time, communicate the expected new delivery period or date. If the service is also unavailable within the new delivery period or on the new delivery date for reasons not attributable to us, we shall be entitled to wholly or partly rescind the contract; we shall, without delay, refund any counter-performance already rendered by the buyer. In particular, non-availability of the service in this sense includes any constellation of circumstances where, despite having entered into a proper congruent covering transaction (i.e. despite a contractual agreement with our supplier under which the buyer's claim to performance can be fulfilled in conformity with the contract in terms of quantity, quality and performance period), we are not supplied by our supplier in due time for reasons not attributable to us.

(8) If the buyer defaults on acceptance or culpably breaches other duties to cooperate, we shall be entitled to demand compensation for the loss incurred upon us in this respect, including any extra expenditure. The right to assert further claims shall remain reserved.

(9) The buyer shall be entitled to rescind the contract on the basis of late delivery and/or non-delivery only if we have defaulted on performing our principal duties or have otherwise materially breached duties brought about by the contract, and we are at fault for the default or the breach of duty. Even if the performance period is defined by the calendar, default shall, without waiver of other statutory provisions, invariably only be brought about if we have been called upon in writing to carry out our service within a

reasonable period. In all other respects, the occurrence of default shall be governed by the statutory provisions.

(10) If, according to the statutory prerequisites with due regard being given to the provisions laid down in these Terms and Conditions of Sale, we have defaulted on delivery, and the buyer has damage claims against us on the basis of default, our liability in the case of default in delivery shall be limited, for every full week of default, to 0.5 % of the net price agreed upon with the buyer for the non-delivered goods or the goods delivered late, but to no more than 5 % of the net price agreed upon with the buyer for the goods not delivered or delivered late. Claims (a) on the basis of fraudulent breach of contract, (b) on the basis of intentional or grossly negligent breach of contract, (c) on the basis of assumption of a procurement risk within the meaning of Section 276 *BGB*, (d) on the basis of mortal injury, physical injury or health damage as well as (d) in cases of liability under the *Produkthaftungsgesetz* [Product Liability Act] shall remain unaffected.

(11) Where we bear the transport risk contrary to Section 3 (1) of these Terms and Conditions of Sale, the buyer shall, no later than at the time of delivery by the carrier, notify the carrier of any externally detectable loss of, or externally detectable damage to, the freight and specify with sufficient clarity in this respect the loss or damage incurred. Loss or damage that is not externally detectable shall be reported to the carrier no later than within seven (7) days of the delivery and be specified with sufficient clarity in this respect. The notification shall be in text form. The buyer shall – notwithstanding the provisions under Section 5 (4) to (6) of these Terms and Conditions of Sale – be obliged to send us a copy of this notification without delay.

Section 4 Prices, Payment Terms and Default in Payment

(1) Unless otherwise ensues from our contract closure document (this is our acknowledgement of the order normally or our offer in the case of binding offers), our prices shall apply on the basis of FCA Kerpen, Incoterms 2020.

(2) The buyer shall pay, free of charges and expenses and without the deduction of any cash discount, the full purchase price into our specified bank account by the date specified in our contract closure document (this is our acknowledgement of the order normally or our offer in the case of binding offers) or, if no such date has been specified, upon receipt of the invoice. The date when the payment is received on our bank account shall be decisive for the timeliness of payment. The services incumbent upon us, excluding packaging, shall be deemed settled by the agreed price. Value-added tax at the statutory rate shall be indicated separately and be paid by the buyer additionally.

(3) Default in payment shall be governed by the statutory provisions. During default, the purchase price shall be subject to default interest at the respective valid statutory rate. We reserve the right to assert further damages for loss caused by default. In relation to merchants, our claim to commercial overdue payment interest under Section 353 *HGB* [German Commercial Code] shall remain unaffected.

(4) The buyer shall be entitled to rights of set-off and retention only if its counter-claims have been determined by a final and non-appealable court judgement, are undisputed or have been accepted by us or are based on the same contractual relationship.

(5) If the buyer fails to pay due invoices, periods allowed for payment are exceeded, or its financial situation deteriorates after the conclusion of the contract, or we receive, after the conclusion of the contract, information that calls into question the buyer's ability to pay or its credit-worthiness, we shall be entitled to (a) declare due the buyer's total residual debt and, in modification of the agreements made, demand advance payment or provision of security, (b) demand, after the delivery has taken place, immediate payment of all our claims based on the same legal relationship, and (c) invoke the defence of uncertainty under Section 321 *BGB*.

Section 5 The Buyer's Rights in the Event of Defects

(1) The buyer's rights in the event of defects in quality or title (including incorrect delivery and under-delivery as well as improper assembly and/or inadequate assembly instructions) shall be governed by the statutory provisions, unless otherwise stipulated below. The statutory provisions shall invariably – even if this is not separately mentioned below – remain unaffected

- where the unprocessed goods are sold to a consumer at the end of the delivery chain, even if this consumer further processes the goods (recourse against suppliers under Section 478 *BGB*); however, the provisions under Section 478 *BGB* shall be inapplicable if the defective goods

have been further processed by the buyer or another business owner, e.g. by installing them into another product;

- under Section 439 (2) and (3) *BGB* (compensation for the necessary expenditure incurred for the purpose of supplementary performance), insofar as the goods sold by us are a newly manufactured item, unless the claim has become statute-barred under these Terms and Conditions of Sale;
- under Section 445a *BGB* (the buyer's recourse against us in cases where the buyer must bear, in relation to its customers, expenditure in connection with supplementary performance under Section 439 (2) and/or (3) *BGB* and/or under Section 475 (4) and/or (6) *BGB*), unless the claim has become statute-barred under these Terms and Conditions of Sale.

(2) The goods shall be deemed to be defective in quality if, at the time of the passage of risk, they noticeably deviate from the specifications stated in our contract closure document (this is our acknowledgement of the order normally or our offer in the case of binding offers). The specifications stated in our contract closure document shall be definitive. Only where no specifications are stated in our contract closure document shall the goods be deemed to be defective in quality if they deviate from the quality customary in Germany. Public statements by the manufacturer or other third parties (for example advertising messages) shall not establish a defect in quality, except where the buyer has pointed out to us that these statements are decisive for its decision to buy.

(3) The goods shall be defective in title only if, at the time of the passage of risk, they are not free of rights enforceable in Germany. If, however, the goods are not free of rights enforceable in Germany at the time of the passage of risk, and this is due to instructions issued by the buyer, a defect in title shall, contrary to Section 5 (3), sentence 1, not be deemed to exist.

(4) Defect-related claims of the buyer shall, with due regard being given to the provisions contained in these Terms and Conditions of Sale, be contingent upon the buyer having properly complied with its obligations to report defects in accordance with Sections 377, 381 *HGB*.

(5) The buyer shall give us written notification of obvious defects in quality without delay after delivery of the goods. Obvious defects in quality shall be reported to us by the buyer in writing without delay, but no later than within seven (7) calendar days of delivery of the goods. Furthermore, the buyer shall inspect the goods without delay after delivery. Defects in quality that are detectable upon proper inspection shall be reported to us by the buyer in writing without delay after the buyer has detected, or ought to have detected, the defect in quality. Hidden defects in quality shall be reported without delay after their discovery. For clarification, it is hereby laid down that an inspection is not an essential prerequisite for a notification of defects. Additionally, the buyer shall, in the case of building materials and other goods intended for installation or for any other further processing, ensure that an inspection for defects in quality is carried out immediately prior to the processing.

(6) The notification shall be addressed directly to us in writing. It must be worded in sufficient detail to enable us to take remedial measures without further enquiries to the buyer and secure recourse claims against our suppliers. In all other respects, the notification of defects must conform to the statutory provisions. Outside of our business premises, our employees shall not be authorised to take receipt of notifications of defects or issue declarations relating to the warranty.

(7) Where the goods are defective in quality, and this is reported in due time, we shall, at our option, render supplementary performance in the form of defect rectification or deliver a new defect-free item. Our right to refuse to render supplementary performance shall, subject to the statutory prerequisites, remain unaffected. Supplementary performance may, at our option, take place at our registered office or at the place where the goods are used. We shall not be required to bear expenditure incurred as a result of the goods having been taken to a place other than the buyer's place of business, unless the buyer pointed out to us in writing in its order prior to the conclusion of the contract that the goods will be taken to a place other than its place of business, and we expressly consented thereto. In the case of delivery of a replacement, the buyer shall return the defective item to us in accordance with the statutory provisions. Supplementary performance shall not involve disassembly of the defective item or renewed installation if we were not originally obliged to install the item. We shall be entitled to make the required supplementary performance contingent upon payment of the due purchase price by the buyer. However, the buyer shall be entitled to withhold from the purchase price a portion reasonably proportionate to the defect.

(8) Where the goods sold by us are a newly manufactured item, we shall - without waiver of the statutory provisions or the provisions contained in these Terms and Conditions of Sale, in particular without waiver of the defence of disproportionality under Section 439 (4) *BGB* - be obliged as part of supplementary performance to compensate the buyer for the necessary expenditure on removing the defective goods and installing or affixing the goods rectified, or the goods delivered defect-free, if and insofar as the buyer has installed the defective goods into another item, or affixed the defective goods to another item, commensurate with the nature of the goods and their purpose of use.

(9) If supplementary performance fails, the buyer shall be entitled, after having set a time limit with a warning of refusal, subject additionally to compliance with the statutory provisions, to demand rescission of the contract or reduction of the purchase price. Rectification - relating to the specific individual defect concerned - shall be deemed to have failed after the third unsuccessful attempt, unless otherwise ensues from, in particular, the nature of the defect or the other circumstances.

(10) Where the buyer has suffered loss or incurred expenditure in vain due to a defect in goods delivered by us, the provisions under Section 6 of these Terms and Conditions of Sale shall apply additionally. Where used goods are delivered, we shall however - except for liability in the situations referred to in Section 6 (2) a) and Section 6 (4) of these Terms and Conditions of Sale - not be liable for damages or expenditure; instead, the buyer's warranty rights in the case of delivery of used goods (i.e. the buyer's rights based on breach of duty on account of delivery of defective goods) shall be limited to the legal remedies referred to in Section 5 (7) and Section 5 (9) of these Terms and Conditions of Sale.

(11) Except in the cases provided for in Section 5 (12) of these Terms and Conditions of Sale, all claims of the buyer based on delivery of new defective goods shall become statute-barred one (1) year after commencement of the statutory limitation period, and all claims of the buyer based on used defective goods shall become statute-barred six (6) months after commencement of the statutory limitation period. In any event, suspension of expiration under Section 445b (2) *BGB* (statute-barring of recourse claims in the delivery chain) shall remain unaffected.

(12) Contrary to Section 5 (11) of these Terms and Conditions of Sale, the statutory warranty periods shall apply

- to claims under Section 438 (1), no. 1 *BGB* (claims where the defect entails a third party's right in rem under which surrender of the purchase item may be demanded, or entails any other right registered in the Land Register);
- where the goods are a newly manufactured item that is a structure and/or an item that has, commensurate with its customary use, been used for a structure and has caused the structure to be defective;
- where the buyer's claims are due to any intentional and/or grossly negligent breach of contract;
- where a defect has been fraudulently concealed;
- where a guarantee for the quality of the goods has been provided;
- where a procurement risk within the meaning of Section 276 *BGB* has been taken on;
- to claims based on mortal injury, physical injury and/or health damage;
- to claims under the *Produkthaftungsgesetz*;
- to claims falling under the scope of application of Section 478 *BGB* (special provisions for recourse against business owners in the case of a sale of consumer goods), unless the defective goods have been further processed by the buyer or another business owner, for example by installing them into another product.

No reversal of the burden of proof shall be associated with the above provisions.

(13) Replacement or rectification shall not cause limitation periods to start anew.

(14) Notwithstanding further statutory provisions, suspension of the limitation period shall also end if the negotiations triggering the suspension are, in respect of the matter, discontinued for more than four (4) weeks. Any recommencement of the suspension of the limitation period for claims of the buyer shall, in any event, require our express, written confirmation.

Section 6 Liability for Loss or Damage and Expenditure

(1) In addition to the above provisions in Section 5 of these Terms and Conditions of Sale, our liability for loss or damage and expenditure shall be governed by the following provisions. Subject to statute-barring under Section 5 (11) in conjunction with Section 5 (12) of these Terms and Conditions of Sale,

the following statutory provisions shall invariably - even if this is not separately mentioned below - remain unaffected:

- Section 445a *BGB* (the buyer's recourse against us in cases where the buyer must bear, in relation to its customers, expenditure in connection with supplementary performance under Section 439 (2) and/or (3) *BGB* and/or under Section 475 (4) and/or (6) *BGB*);
- Section 478 *BGB* (special provisions for recourse against business owners in the case of a sale of consumer goods), unless the defective goods have been further processed by the buyer or another business owner, for example by installing them into another product; as well as
- our obligation to bear the expenditure necessary for the purpose of supplementary performance under Section 439 (2) and/or (3) *BGB*, insofar as the goods sold by us are a newly manufactured item; such claim shall, in this respect, be contingent upon the claim to supplementary performance under Section 439 (1) *BGB* having not become statute-barred under these Terms and Conditions of Sale.

(2) Our liability for loss or damage or for expenditure incurred upon the buyer in vain shall apply only if the loss or damage or the expenditure incurred in vain

- a) was caused by culpable breach of a duty where the fulfilment thereof is a prerequisite for the proper implementation of the contract, and compliance therewith would normally be expected by the buyer (material contractual duty), or
- b) is due to a grossly negligent or intentional breach of duty.

(3) If we are liable for breach of a material contractual duty according to Section 6 (2) a) of these Terms and Conditions of Sale, our liability for damages shall be limited to the typically occurring loss or damage foreseeable at the time of the conclusion of the contract. Compensation for default-related loss shall be governed by Section 3 (10) of these Terms and Conditions of Sale.

(4) The limitations of liability stated above in Section 6 (2) to (3) of these Terms and Conditions of Sale shall not apply to liability (a) under the *Produkthaftungsgesetz*, (b) based on the provision of a guarantee for the quality of the goods, (c) where a procurement risk within the meaning of Section 276 *BGB* has been taken on, (d) based on fraudulent concealment of a defect, (e) to loss arising from culpable mortal injury, physical injury or health damage or (f) to loss or damage due to any grossly negligent or intentional breach of duty.

(5) Liability for damages arising from delivery of used goods is ruled out, except for liability (a) under the *Produkthaftungsgesetz*, (b) based on the provision of a guarantee for the quality of the goods, (c) based on fraudulent concealment of a defect, (d) for loss arising from culpable mortal injury, physical injury or health damage, as well as (e) for loss or damage due to a grossly negligent or intentional breach of duty.

(6) The buyer's duty to mitigate loss and damage under Section 254 *BGB* shall remain unaffected. Any agreement by the buyer with its customers that intensifies the buyer's statutory liability to the buyer's detriment shall constitute a breach of this duty to mitigate loss and damage and shall - insofar as the buyer's statutory liability has been intensified to its detriment - cause any compensation claim against us to be ruled out.

(7) Only in accordance with the provisions of these Terms and Conditions of Sale shall we be liable for damages based on a breach of our contractual and/or pre-contractual duties in relation to the buyer. Any recourse whatsoever to conflicting grounds for a claim, e.g. *culpa in contrahendo* under Section 311 (3) *BGB*, positive breach of contract under Section 280 *BGB* or tortious claims under Section 823 *BGB*, is ruled out. Insofar as liability for damages is ruled out or limited in relation to us, this shall also equally apply in respect of the personal liability of our organs, employees, workers, representatives and authorised agents.

(8) The above provisions in Section 6 of these Terms and Conditions of Sale shall, subject to

- Section 445a *BGB* (the buyer's recourse against us in cases where the buyer must bear, in relation to its customers, expenditure in connection with supplementary performance under Section 439 (2) and/or (3) *BGB* and/or under Section 475 (4) and/or (6) *BGB*),
- Section 478 *BGB* (special provisions for recourse against business owners in the case of a sale of consumer goods), as well as subject to
- our obligation to bear the expenditure to be borne by us for the purpose of supplementary performance under Section 439 (2) and/or (3) *BGB*, insofar as the goods sold by us are a newly manufactured item,

also apply to claims of the buyer to compensation for expenditure.

Section 7 Retention of Title

(1) Until all our present and future claims arising from the contract (secured claims) have been fully paid, we shall retain title to the goods sold. Unless the buyer has paid in advance, we shall, also for all present and future claims (secured claims) arising from the ongoing business relationship, retain title to the goods sold.

(2) Until the claims secured have been fully paid, the goods under retention of title shall not be pledged to third parties or be assigned as security. The buyer shall notify us in writing without delay if an application for the institution of insolvency proceedings is filed, or third parties seize the goods belonging to us.

(3) If the buyer acts in breach of the contract, in particular by failing to pay the purchase price due, we shall be entitled to rescind the contract in accordance with the statutory provisions and then reclaim possession on the basis of the retention of title.

(4) Insofar as the buyer further processes in the ordinary course of business the goods under retention of title, the retention of title shall extend to the products, at their full value, arising as a result of our goods having been processed, mixed or combined; we shall be deemed to be the manufacturer in this respect. If a third-party right of title remains in effect in cases where processing, mixing or combining with goods takes place, we shall acquire joint title in the ratio of the invoiced values of the goods processed, mixed or combined. In all other respects, the same terms as those applicable to the goods delivered under retention of title shall apply to the resulting product.

(5) Insofar as the buyer further processes in the ordinary course of business the goods under retention of title, the buyer hereby assigns to us in advance as security the claim ensuing herefrom against the acquirer, on a pro-rata basis commensurate with the seller's co-ownership share if the seller has joint title to the goods under retention of title. The same shall apply to other claims that substitute for the goods under retention of title or otherwise ensue in respect of the goods under retention of title, e.g. insurance claims or tort claims in the event of loss or destruction. We hereby accept this assignment. We revocably authorise the buyer to collect in its own name the claims assigned to us. We shall be authorised to revoke this collection authority if the buyer defaults on payment, fails to meet its payment duties in relation to us, or we have made use of our right under Section 7 (3) of these Terms and Conditions of Sale.

(6) If the realisable value of the security exceeds our claims by more than 10 %, we shall release security of our choosing at the buyer's request.

Section 8 Software

(1) Insofar as the scope of the delivery includes software, the buyer shall be granted a non-exclusive right to use the software delivered, including its documentation. The software shall be made available for use on the goods intended for this. Use of the software on more than one system is prohibited.

(2) The buyer shall copy, redesign or translate the software, or convert the object code into the source code, only to the extent permissible by law (Sections 69 a) et seqq. *UrhG* [Copyright Act]). The buyer undertakes not to remove manufacturer's data or alter manufacturer's data without our prior express consent, in particular copyright notices.

(3) All other rights in the software and the documentation, including the copies, shall remain with us or with the software supplier. It shall be impermissible to grant sublicences.

Section 9 Place of Performance, Choice of Law and Place of Jurisdiction

(1) The place of delivery shall ensue from Section 3 (1) of these Terms and Conditions of Sale. The place of payment and performance for all other obligations arising from the contract with the buyer is Siemensstraße 2, 50170 Kerpen/Germany, Incoterms 2020. These provisions shall apply even if services rendered have to be reversed. However, we reserve the right to carry out supplementary performance at the place where the goods are located.

(2) These Terms and Conditions of Sale and the contractual relationship between us and the buyer shall be governed by the laws of the Federal Republic of Germany, excluding UN sales law.

(3) If the buyer is a merchant within the meaning of the *Handelsgesetzbuch* [German Commercial Code], a legal entity under public law or a special fund under public law, the place of our registered office in 50170 Kerpen/Germany shall be the exclusive place of jurisdiction for all disputes ensuing directly or indirectly from the contractual relationship. However, we shall, in all cases, also be entitled to bring an action at the buyer's place of general jurisdiction. Statutory provisions that take precedence, in particular those relating to exclusive jurisdiction, shall remain unaffected.

Section 10 Miscellaneous

(1) Except where otherwise provided for in Section 354a *HGB*, the buyer shall, in the absence of our prior written consent, not be entitled to assign to a third party its rights accruing to it against us from the contract concluded or these Terms and Conditions of Sale.

(2) Neither a personal signature nor an electronic signature shall be required for observing the written form. Notifications by telefax or email as well as other text forms under Section 126b *BGB* shall satisfy the written form for the purposes of these Terms and Conditions of Sale.

(3) The personal data necessary for handling the transaction shall be stored and treated confidentially in compliance with the applicable provisions of data protection law.

(4) Even though our Terms and Conditions of Sale are not aimed at consumers, we hereby point out, as a precaution, that we are not prepared, or obliged, to participate in any dispute resolution procedure before a consumer conciliation body.

As of: July 2020