

Terms and Conditions of Sale and Delivery

(Last updated July 2015)

I. Validity

1. The following conditions shall apply to all goods and services, irrespective of whether the individual contract is a contract of sale or contract for service or another contractual relationship with contractors, legal entities under public law and special funds under public law.
2. These Terms and Conditions of Sale and Delivery shall apply exclusively; the Supplier shall not recognize any conflicting or deviating conditions of the Customer, unless the Supplier would have expressly agreed to their validity in writing. These Terms and Conditions of Sale and Delivery shall also apply if the Supplier unconditionally provides the Customer with the good or service while being aware of conflicting or deviating conditions of the Customer.
3. These Terms and Conditions of Sale and Delivery shall also apply to all future business transactions with the Customer, even if they have not yet been expressly agreed upon.

II. Quotation, conclusion of contract, contractual changes, assignment

1. The documents associated with the quotation (e.g. figures, drawings) as well as details of the scope of supply, appearance, performance, dimensions, weights, consumption of operating materials, operating costs, etc. are only approximations, unless they have been expressly designated as binding. The Supplier reserves the right of ownership and copyright to estimates, drawings and other documents. They may not be made accessible to third parties and shall be returned upon request.
2. The contract shall be deemed concluded when the Supplier has confirmed acceptance of the order in writing or commenced the supply or the performance. If the Supplier has submitted a quotation which is subject to a time limit, the contract shall be deemed concluded after the Customer has accepted the quotation in writing in due time.
3. Verbal collateral agreements at conclusion of the contract and changes to the contract shall not be effective until they have been confirmed by the Supplier in writing. Obvious spelling mistakes or calculation errors can be corrected retrospectively.
4. The Customer may not assign any rights or claims arising from this contract. However, § 354a of the German Commercial Code (HGB) shall remain unaffected.
5. The basis for the interpretation of commercial terms such as "EXW", "FOB" and "CIF" shall be the INCOTERMS as amended.

III. Prices

1. The prices are ex works including loading at the works but excluding packaging, plus VAT at the statutory rate pursuant to the respective applicable provisions of the country of delivery or performance. If the Supplier's payment has not been firmly agreed, the Supplier's prices in effect on the date of delivery shall apply.
2. Engineering work, assembly and commissioning shall be invoiced separately. The invoicing can be provided at an all-inclusive price or on a time and material basis plus expenses for travelling, food and overnight accommodation, overtime, and premiums for working on Sundays and public holidays.
3. Price changes are permissible if there is a period of more than 6 months between the conclusion of contract and the agreed delivery date.
The Supplier is entitled to adjust prices to the extent that the new price is in the same ratio to the agreed price as the price of the delivery and performance according to the price list valid on the day of the delivery is to the price of the delivery according to the price list valid on the day of the conclusion of the contract. With regard to other goods and services not stated in a price list, the Supplier is entitled to adjust prices appropriate to the circumstances.
4. If costs or fees are included in the prices and these increase after the conclusion of contract or are additionally incurred after the conclusion of contract, the Supplier is entitled to invoice the additional cost to the Customer.
5. If at the request of the Customer the Supplier is prepared to make an exchange, the Supplier is entitled to invoice the costs incurred, but at least the amount of the decrease in value arising as a result of ageing and use plus 10.0 % of the agreed price of the originally agreed contract item as compensation for the expense incurred by the Supplier because of the exchange. The Supplier may not demand the above-mentioned all-inclusive costs if the Customer can prove that the Supplier has incurred no damage or expense or only minor damage or expense.

IV. Payment, delay of payment, offset, retention

1. Provided that nothing else has been agreed upon, deliveries of machines shall be due for payment within 7 days of delivery, spare parts within 30 days and services within 14 days of the date of invoice without deductions.
2. All claims shall be due immediately - also in the case of deferment or other extension of time for payment - as soon as the Customer is in default with the discharge of the Customer's liabilities towards the Supplier in whole or in part by more than 5 working days, or circumstances occur which substantially reduce the creditworthiness of the Customer (e.g. financial collapse, delays in payment or cessation of payments, excessive indebtedness, downgrading of credit rating by commercial credit insurers, bill and cheque protests, application for institution of insolvency proceedings or institution or rejection of the same). In this case, the Supplier can refuse all goods and services and demand the provision of appropriate security for the Supplier's claims.
3. The Customer shall pay any collection or discount charges. No discount shall be offered in the case of payment by bill of exchange and in the case of overdue payments, even if previously otherwise agreed upon.
4. The Customer may only offset claims against claims of the Supplier with claims which are undisputed or against which no legal recourse is possible. A right of retention of the Customer only exists if the Customer's counterclaim is based on the same contractual relationship and is undisputed or against which no legal recourse is possible, or if the Supplier has grossly breached obligations arising from the same contractual relationship. However, the right of the Customer to retain an appropriate part of the purchase price on account of defects in the performance of the Supplier shall remain unaffected.
5. If the Customer is in default of payment, interest of 9.9% above the base rate shall be paid on the claims of the Supplier. The claim of the Supplier for compensation for other damage shall not be affected.
6. If the Customer's financial situation deteriorates pursuant to IV. 2., the Supplier can withdraw from the respective contract following the fruitless lapse of a reasonable period of time for the provision of appropriate security by the Customer. Further legal claims of the Supplier, e.g. compensation for damage, shall remain unaffected. Any claims for compensation of the Customer shall be excluded.

V. Delivery time, partial performance, delay in acceptance, withdrawal and reservation provisions of the Supplier, claims for compensation of the Supplier

1. Delivery and installation times shall not commence until the Supplier and the Customer have agreed upon all the details of the execution and all the conditions of the business transaction and not before the Supplier has confirmed the order. They shall be suspended as long as the Customer is in default with fulfilling the obligations of cooperation arising from this contract (e.g. provision of documents, supply of materials, approvals, releases) or an agreed prepayment.
2. The delivery time shall be deemed to be complied with if the contract item has left the works or the readiness for delivery has been advised of before the delivery time has expired.
3. The delivery time shall be appropriately extended in the case of force majeure, strike, lock-out and other extraordinary circumstances which are beyond the Supplier's control, as well as in the case of delays of a sub-contractor of the Supplier which are not the fault of the Supplier provided that these circumstances have an impact on the delivery time as can be proved. In the event of a service to be provided by a sub-contractor which did not materialize, was incorrect or not provided in due time and was not the fault of the Supplier, the Supplier can withdraw from the contract if the event makes it impossible for the Supplier to render the service, or the Supplier is also unable to render the service after an appropriate extension of the delivery time as defined in the previous sentence. Furthermore, the Supplier can withdraw from the contract if the Supplier cannot procure the service of a sub-contractor required by the Supplier for reasons which lie within the sphere of the Customer or the terms of the service of the Supplier to the Customer (e.g. with regard to the person of the Customer or the country in which delivery is to be made), or if the Supplier cannot procure the service under reasonable conditions. Claims for compensation of the Customer shall be excluded in the case of withdrawals as described above.
4. If the performance of the Supplier is delayed, the Supplier shall not be in default of performance to the extent that the delay is caused by circumstances which could not be foreseen and prevented when taking reasonable precautions and could not be overcome by taking reasonable measures.
5. The Supplier is entitled to withhold the performance as long as the Customer does not fulfil the obligations towards the Supplier arising from this or another contract or another legal consideration.
6. Partial performances of services are permissible to the extent that they are reasonable for the Customer. They are regarded as independent legal transactions which can be invoiced separately.
7. If the conditions of payment are not complied with, or if the delivery is not accepted within the period prescribed or its acceptance is refused or the agreed security is not provided, the Supplier is entitled to withdraw from the contract following the fruitless lapse of a reasonable extension of time. If the Customer is obligated to compensate the Supplier for damage in such cases on the merit of a claim, the Supplier can demand from the Customer without documented evidence 25.0 % of the order amount in the case of series products and 75.0 % of the order amount in the case of single piece production as compensation for damage if the Customer cannot prove that no or only minor damage was incurred. The right to assert a higher damage upon substantiation shall be reserved.
8. If shipment is delayed at the request of the Customer, the Supplier can invoice either the actually incurred storage and maintenance costs or a flat charge to the amount of 0.5 % of the invoice amount per month; however, the latter is not permitted if the purchaser proves that the Supplier has incurred no or only minor damage or expense. The Customer's obligations to pay shall be unaffected.
9. The fulfilment of the terms of the contract by the Supplier is subject to the proviso that no obstacles resulting from national or international regulations of foreign trade legislation or embargoes (and/or other sanctions) stand in the way of the performance. In the case of such obstacles, claims for compensation of the Customer shall be excluded.

VI. Risk assumption, shipment and acceptance

1. The risk shall pass to the Customer no later than the point in time of the dispatch of the contract item. This shall also apply to partial performance or if the Supplier has assumed the costs for shipping or installation, or carries out the delivery. No liability shall be assumed for the best shipment option or transport time.
2. If the delivery, shipment or receipt of the contract item is delayed by the Customer through no fault of the Supplier, all risks - including the risk of deterioration or the loss of the contract item, as well as any risks originating from the contract item itself - are transferred to the Customer from notification of the readiness for delivery or advice of completion.
3. Upon written request, the consignment shall be insured at the extent required by the Customer and at the Customer's expense.
4. The Customer shall be liable for any damage caused by the Customer's negligence during or before the receipt of the contract item (e.g. testing, acceptance test, etc.).
5. Delivered objects shall be accepted by the Customer, even if they are defective, without prejudice to the Customer's rights.
6. Partial deliveries are permissible to the extent that they are reasonable for the Customer.

VII. Warranty, warranty period, notification of defects

1. The Customer shall examine the contract item immediately after receipt and shall immediately notify the Supplier in writing of any defects. Furthermore, the Customer shall examine the contract item for defects and especially for safety and operational capability before any commissioning. The contract item shall be monitored for safety and defects at all times during operation. If there is even the slightest concern about operational capability or safety, the object may not be used or must be immediately taken out of service. The Supplier shall be immediately informed in writing, with specification of the concern or the defect in a notification of defects. The Customer shall give the Supplier the necessary time and opportunity to carry out any rectifications and replacement deliveries which appear necessary to the Supplier. Otherwise, the Supplier shall be discharged from liability for the consequences arising therefrom.
2. If the service of the Supplier is defective at the time of the transfer of risk, the Supplier shall provide subsequent performance at the Supplier's discretion by rectifying the defect or supplying a defect-free article in exchange for the supplied defective article. Replaced parts shall become the property of the Supplier. If subsequent performance with respect to a defect is not possible, has conclusively failed, is unacceptable to the Customer, or if the Supplier has refused both types of subsequent performance, or if a reasonable extension of time for subsequent performance granted to the Supplier has elapsed to no avail, the Customer can either reduce the payment to the Supplier or withdraw from the contract at the Customer's own discretion. However, if the defect is only a minor one, the Customer shall only have the right to reduce the payment.
3. If the Supplier should maliciously conceal a defect or has assumed a guarantee for the condition of the article, the legal provisions shall apply.
4. Unauthorised repair by the Customer or by third parties shall cause the loss of all claims for defects against the Supplier. The costs of rectifying defects by the Customer or third parties without the prior express agreement of the Supplier shall not be assumed by the Supplier. This shall not apply in urgent cases in which safe operation is threatened or in order to prevent

excessive damage— especially when delay is not possible. In these cases, the Supplier shall be informed immediately and only obligated to reimburse the necessary costs.

5. The Supplier shall not assume any warranty or any obligation to meet claims for damage especially in the following cases: incorrect installation and commissioning by the Customer or third parties, inappropriate or improper use, normal wear and tear, excessive load, incorrect or careless handling, improper maintenance, inappropriate operating materials and substitute materials, chemical, electrotechnical/electronic or electrical influences. However, this exclusion is not valid, if the damage is the responsibility of the Supplier in accordance with the detailed provisions of the regulation in VIII. 5.

The Supplier shall also not assume any liability or obligation to meet claims especially with respect to the following measures and actions of the Customer or of third parties and their consequences: modification of the contract item without the prior agreement of the Supplier, improper rectification of defects, attachment and installation of parts, especially spare parts, which do not originate from the Supplier or have not been expressly approved for installation as well as non-observance of the operating and instruction manual.

6. The Supplier shall not assume any warranty for material supplied by the Customer or procured for the Customer on the basis of a specification given by the Customer as well as for designs prescribed by the Customer.

7. The Supplier shall not assume any warranty for any material defects in the case of the sale of used machines and parts. The Supplier does not guarantee any properties and points out that used machines and parts frequently do not have the same properties as newly manufactured machines and parts, also with regard to their performance.

8. The claims of the Customer for subsequent performance as well as any claims instituted by the Customer for compensation for damage or reimbursement of expenses on account of defects shall lapse as follows: in the case of deliveries, after one year (=12 months) from the date of delivery of the goods; in the case of assembly work, after one year (=12 months) from acceptance or, if an acceptance test is not required, from the date of the end of the assembly. If the Supplier maliciously conceals the defect or has assumed a guarantee for the condition of the article, the time limitation shall not apply to any claims of the Customer here on account of the legal provisions. The legal provisions shall also apply to the time limitation of any claims for compensation of the Customer on account of defects if the Supplier is culpable of wilful intent or gross negligence, or the claim for compensation is based on an injury to life, limb or health.

9. Any further claims of the Customer shall be excluded, especially for compensation for damage, also with regard to damage which has not occurred on the contract item itself. VIII. 5. shall be applied appropriately.

10. If the use of the contract item leads to a breach of national commercial property rights or copyrights, the Supplier shall furnish the Customer with a right for further use at the Supplier's expense or modify the contract item in a manner acceptable to the Customer, so that the patent rights are no longer infringed.

If this is not possible at commercially reasonable conditions or within a reasonable period of time, the Customer is entitled to withdraw from the contract. The Supplier has a right to withdraw from the contract under the stated prerequisites.

In addition to this, the Supplier shall indemnify the Customer from undisputed or legally binding claims of the respective property right holder.

11. The obligations of the Supplier stated in VII. 10. shall be conclusive subject to VIII. 5. for the case of the infringement of property rights or copyrights. They only exist if

- the Customer immediately informs the Supplier of any asserted infringements of property rights or copyright,
- the Customer supports the Supplier to a reasonable extent in warding off the asserted claims or allows the Supplier to implement the modification measures in accordance with VII. 10.,
- any defensive measures, including extra-judicial regulations, remain reserved to the Supplier,
- the defect in title is not based on an instruction of the Customer and
- the infringement was not caused by the Customer modifying the contract item without authorization or using it in a way which is not as provided in the contract.

VIII. Withdrawal of the Customer, claims for compensation of the Customer, time limitation

1. The Customer can withdraw from the contract if the overall service finally becomes impossible for the Supplier before the transfer of risk. A claim of the Customer for compensation for damage owing to the final impossibility of performance shall be excluded unless the Supplier is culpable of gross negligence. Any claim for compensation shall be limited to the damage resulting from the usual course of events foreseeable at the time of the conclusion of the contract, and the amount shall be limited to 15% of the contract sum at maximum. The Customer can also withdraw from the contract if, in the case of an order of similar items, the execution of a part of the delivery becomes impossible in terms of numbers and the Customer has a legitimate interest in refusing a partial delivery. If this is not the case, the Customer can reduce the quid pro quo accordingly.

2. If the impossibility occurs during a delay in acceptance on the part of the Customer and without the Supplier being culpable of gross negligence or through the fault of the Customer, the Customer remains obligated to provide quid pro quo and is not entitled to withdrawal pursuant to no. 1. above.

3. The Customer can withdraw from the contract if the Supplier is behind schedule with the performance provided that this is due, the Customer has previously set a reasonable extension of time to no avail and the non-performance is the fault of the Supplier. A claim of the Customer for compensation for damage on account of the Supplier having fallen behind with the performance shall be excluded unless the Supplier is culpable of gross negligence. Any claim for compensation shall be limited to the damage resulting from the usual course of events foreseeable at the time of the conclusion of the contract, and the amount shall be limited to 1/2 % for each full week of the delay, at maximum a total of 5% of the value of that part of the overall delivery which cannot be used in due time on account of the delay.

4. The right of the Customer to withdraw from the contract - extending beyond the cases regulated in nos. 1 and 3 above - as provided in the legal provisions in the case of a breach of obligation which is the fault of the Supplier and does not result from a defect remains unaffected.

5. Any further claims of the Customer arising from a breach of contractual obligations or arising from non-permitted actions carried out in the execution of the contract, especially for termination as well as for compensation for damage, including such claims for compensation for damage instead of performance and the reimbursement of expenses and such claims for compensation of damage of any kind, namely also with regard to such damage which does not occur on the contract item itself, shall be excluded. Any further claims of the Customer arising from another cause in law, including claims of the Customer arising from the breach of pre-contractual obligations or arising from non-permitted actions carried out during the initiation or termination of the contract shall also be excluded. These exclusions of liability shall not apply if the Supplier is culpable of gross negligence. Furthermore, these exclusions of liability shall not apply in the case of culpable breach of essential contractual obligations incumbent on the Supplier (these are e.g. obligations which the contract imposes on the Supplier depending on its contents and purpose and whose breach would jeopardize the fulfilment of the purpose of the contract; also obligations whose fulfilment facilitates the proper performance of the contract in the first place and on the fulfilment of which the Customer regularly relies and may rely on). Moreover, these exclusions of liability shall not apply to any claim of the Customer for compensation for

damage which is based on wilful or negligent injury of life, limb or health. Finally, these exclusions of liability shall not apply in cases where liability for personal injury or material damage to privately used articles is legally mandated pursuant to the German Product Liability Act.

If the liability of the Supplier is justified pursuant to these cases – or, at variance from the above provisions, in other cases due to contractual or statutory basis for claim - it is limited to compensation for the foreseeable and individually verified damage resulting from the usual course of events. However, this limitation of liability shall not apply to any liability pursuant to the German Product Liability Act for personal injury or for material damage to privately used articles on account of defects of the contract item. Furthermore, this limitation of liability shall not apply to any claim of the Customer for compensation for damage, which is based on a wilful or negligent injury of life, limb or health. Moreover, this limitation of liability shall not apply if the Supplier is culpable of malice aforethought.

6. Claims for compensation of the Customer against the Supplier arising from a breach of contractual obligations or arising from non-permitted actions carried out in the execution of the contract shall lapse no later than one year (=12 months) from the end of the year in which the claim arose and the Customer learned of the circumstances substantiating the claim and of the person of the party liable or would have learned thereof without gross negligence. This shall also apply to claims for compensation of the Customer against the Supplier arising from another cause in law, including claims for compensation arising from the breach of pre-contractual obligations or arising from non-permitted actions carried out during the initiation or termination of the contract. If the party liable is culpable of malice aforethought or gross negligence, the legal provisions shall apply. Furthermore, the legal provisions shall apply to claims for compensation which are based on wilful or negligent injury of life, limb or health.

7. To the extent that the liability of the Supplier is excluded or limited, this shall also apply to any personal liability of the Supplier's legal representatives and employees. No. 6 above shall apply accordingly to the time limitation of claims of the Customer against the legal representatives of the Supplier and the Supplier's employees.

IX. Property rights

If the Supplier is required to deliver in accordance with drawings or models, samples or by using parts provided by the Customer, the Customer shall guarantee that property rights of third parties are not infringed thereby. The Customer shall indemnify the Supplier against any claims of third parties on account of infringement of property rights and pay compensation to the Supplier for the resulting damage as well as reimburse the Supplier's costs and expenses. If the Customer is prohibited from manufacturing or supplying by a third party on the basis of a property right, the Supplier shall be entitled to discontinue work. In this case, the Supplier can withdraw from the contract and demand compensation for the damage as well as reimbursement of the Supplier's costs and expenses. The Customer shall not be obliged to indemnify, pay compensation for damage or reimburse costs and expenses in accordance with sentences 1 to 4 above if the infringement is not the fault of the Customer. However, any legal claims and rights of the Supplier shall remain unaffected in every case.

X. Software usage

If software is included in the scope of supply, the Customer shall be granted a non-exclusive right to use the supplied software, including its documentation. It is provided for use on the specified contract item. Use of the software on more than one system is prohibited.

The Customer may reproduce, revise, translate the software or convert from the object code to the source code only to the extent permitted by law (Section 69a et sequential of the UrhG (German Copyright Act)). The Customer agrees not to remove or change manufacturer's data - especially notices of copyright - without the prior express permission of the Supplier.

Any other rights to the software and the documentation including the copies remain with the Supplier or the software supplier. Sub-licences may not be issued.

XI. Securing claims

1. The Supplier shall retain ownership of the contract item until the receipt of all payments - also for any additional contractually owed ancillary services - arising from the contract to supply. If the Supplier becomes liable on the basis of bill of exchange in the context of the payment of the purchase price, the retention of title shall not lapse until all bills of exchange have been completely redeemed by the Customer.

2. If payment is delayed, the Supplier shall be entitled to demand the return of the contract item after a reminder and the Customer shall be obliged to surrender. This shall also apply in the case of other conduct of the Customer which is contrary to the terms of the contract.

3. On the basis of the reservation of ownership, the Supplier can only demand the return of the contract item if the Supplier has withdrawn from contract. The Customer shall immediately advise the Supplier of any distraints or other interventions of third parties. If the third party is unable to reimburse us with the judicial and extra-judicial costs of an action pursuant to Section 771 of the Code of Civil Procedure (ZPO), the Customer shall be liable for the loss incurred.

4. An application for the institution of insolvency proceedings concerning the assets of the Customer shall entitle the Supplier to withdraw from the contract with immediate effect and to demand immediate surrender of the contract item.

5. The Customer is entitled to resell the contract item in the ordinary course of business. However, the Customer hereby assigns all claims to the Supplier which the Customer accrues against the purchaser or against third parties in connection with the resale. The Customer is also authorized to collect this claim after assignment. The authority of the Supplier to collect the claim shall remain unaffected.

However, the Supplier agrees not to collect the claims as long as

- the Customer complies with the Customer's payment obligations according to specification or
- the authority to collect has not been revoked or
- no application for institution of insolvency proceedings has been made.

The Supplier can otherwise demand that the Customer

- provides details of the assigned claims and the parties liable,
- provides all the information required for the collection,
- hands over the associated documents and
- notifies the party liable of the assignment unless this has already been done by the Supplier.

6. If the contract item is resold in conjunction with other goods which do not belong to the Supplier, the claim of the Customer against the purchaser is deemed to be assigned to the amount of the contract price agreed between the Supplier and the Customer.

7. The processing or transformation of goods under retention of title shall always be carried out by the Customer for the Supplier. If the good under retention of title is processed with other objects which do not belong to the Supplier, the Supplier shall acquire co-ownership of the new object at the ratio of the value of the good under retention of title to the other processed

objects at the time of processing. If goods of the Supplier are connected to other movable objects or inextricably combined to form a single object and the other object is deemed to be the main object, the Customer shall transfer pro rata co-ownership to the Supplier, provided the main object belongs to the Customer.

8. The Customer shall keep the property or co-property safe for the Supplier. In all other respects, the same shall apply to the article which arises through processing, transformation, connection or amalgamation as for the goods under retention of title.

9. Upon request of the Customer, we undertake to release the securities due to us if their value exceeds the claims to be secured by more than 20 %.

10. If the retention of title or the assignment is not effective pursuant to the laws of the country in which the good is located, the form of security which most closely corresponds to retention of title or assignment in this country is deemed to be agreed upon. If the cooperation of the Customer is required pursuant to this, the Customer shall carry out all legal transactions which are required for the substantiation and preservation of such rights.

XII. Export control

The Customer shall advise the Supplier in writing of all information and data which the Supplier requires in order to comply with the applicable foreign trade legislation and for licences, provided that their procurement is the responsibility of the Supplier according to the contract, as soon as possible but no later than 2 weeks before the delivery date. Furthermore, the Supplier can demand such information at any time. In the case of alterations, the Customer shall update this data, especially export control and foreign trade data, as soon as possible but no later than one week before the delivery date and shall advise the Supplier of this in writing. The Customer shall bear the cost of any expenses and damage incurred by the Supplier as a result of the absence or defectiveness or late receipt of the data.

XIII. Conformity with legal requirements (Compliance)

The Customer agrees that the Customer and the Customer's shareholders, general managers, supervisory and advisory boards, employees and other representatives shall comply with statutory provisions and, in particular, shall act preventatively against any kind of criminal or reprehensible misconduct which occurs in the course of business operations in connection with this contract.

XIV. Prohibited business activities

The Customer agrees that the Customer and the Customer's shareholders, general managers, supervisory and advisory boards, employees and other representatives shall refrain from the following business activities with the goods of the Supplier in every case:

- Business activities with persons, organisations or institutions which are named on a sanctions list pursuant to EC or EU regulations or US export regulations;
- Business activities with customers in embargoed countries which are prohibited;
- Business activities for which a requisite licence is not available and
- Business activities which could have a military end use, in particular, in connection with nuclear, biological and chemical weapons.

If the Customer breaches this obligation, the Supplier shall be entitled to withdraw from the contractual relationship immediately and/or assert compensation for damage at the Supplier's discretion.

XV. Choice of law, place of performance, jurisdiction, proviso clause

German law shall be applicable to the exclusion of the Conflict of Laws regulations as well as the Hague Convention on the Law Applicable to International Sale of Goods, the UN Convention on Contracts for the International Sale of Goods (CISG) and other conventions.

The German version of all contractual provisions shall prevail in cases of doubt.

2. The place of performance shall be Witten.

3. If the Customer is a registered trader, a legal entity under public law or a special fund under public law, Witten shall be the place of jurisdiction for any disputes arising from this contractual relationship, including such disputes concerning its creation and its effectiveness as well as for litigation concerning bills of exchange and cheques. The Supplier can petition any other court which is competent pursuant to the statutory provisions.

4. Should one of the provisions of these Terms and Conditions of Sale and Delivery be invalid in whole or in part, this shall not affect the validity of the remaining provisions.