

## § 1 General – Scope of application

These General Terms and Conditions of Sale (GTCS) govern the legal relationships with our customers for all of our deliveries and services. They also apply to the initiation, conclusion, and transaction of all business with the customer, which also includes future business. Any contradictory purchase or ordering conditions of the customer shall not apply, unless we expressly agree to this in writing. These GTCS are applicable only to business enterprises (§ 14 BGB), legal entities under public law or public law special funds.

## § 2 Written form

- 2.1. Insofar as these GTCS provide for notifications or declarations, these must be made in writing. Insofar as permitted by law, notifications or declarations by e-mail or fax are deemed to satisfy the written form requirement.
- 2.2. Any changes to a contract must be in writing. Also an agreement to deviate from this written form requirement must be in writing. The possibility of verifying any individual, supplementary, or ancillary agreements made by word of mouth shall remain unaffected.

## § 3 Conclusion of the contract

- 3.1. The offerings and information found in our price catalog provided to our customers are always non-binding and subject to change. Conclusion of contracts are offered by the customer by means of post, e-mail, fax and – in exceptional cases – by phone. However in every case, contractual obligations only arise upon receipt of our written order confirmation by the customer (acceptance, Annahme). This also applies in the case of special items and custom-made products created according to customer schematics.
- 3.2. Our sales representatives are authorized only to initiate business transactions, and not to conclude contracts, unless they are expressly authorized to do so and can provide proof of this authorization to the customer.

## § 4 Foreign trade regulations

- 4.1. If circumstances become known to us which justify the assumption of a present or future violation of national or international regulations (in particular approval requirements or import / export regulations) resulting from the conclusion of the contract or its execution, this must be reported to the customer immediately and in a credible fashion. We are then allowed a reasonable period of time for further review of the situation. It is mutually agreed that the duration of this review period as well as the period required for any necessary official proceedings may not be deemed to be a delay in service. Insofar as any required authorization or other official approval is not granted, we reserve the right not to perform the service owed by us and to withdraw from the contract.
- 4.2. Any resale of our goods by the customer in so-called embargo countries (total embargo, partial embargo) or to restricted persons requires our prior consent. The customer undertakes not to use the delivered goods for military or nuclear purposes of any kind, nor to sell these goods to third parties with the aforementioned end uses, nor to otherwise directly or indirectly procure them for such third parties.
- 4.3. At our request, the customer will provide us without delay, at the latest within a period of ten working days (Monday to Friday), the relevant end-use documents in the format specified by law or by the Federal Office of Economics and Export Control (BAFA).
- 4.4. The customer is solely responsible for compliance with the relevant foreign trade regulations and other laws of a country to which delivery is to be made. At the time of contract conclusion, he must inform us in writing of any special circumstances arising from these provisions, e.g. with respect to the German Export List, Annexes I and IV of the EC Dual Use Regulation or the US Commerce Control List.
- 4.5. In the event of failure to comply with the provisions contained in paragraphs 2 to 4, the customer shall be liable to us for any damages caused as a result and shall indemnify us of third-party claims arising therefrom in relationships with external parties upon first request.

## § 5 Export certificate

If a customer residing outside the Federal Republic of Germany or his agent collects goods ordered from us and transports or sends them outside the country, the customer must immediately provide us with the export certificate required for tax purposes. If this proof is not provided, the customer must also pay the statutory value added tax in addition to the net invoice amount applicable for deliveries within the Federal Republic of Germany.

## § 6 Deadlines for delivery; force majeure; partial delivery, delivery delays; transfer of risk

- 6.1. Our deliveries take place in accordance with the EXW (ex works) clause of Incoterms 2010, i.e. either by collection from our premises by the customer, or with shipping at the customer's expense upon request (Versand "unfrei"). Deviating terms of delivery only apply if these have been expressly agreed. Upon order confirmation we will inform the customer of the expected time of collection or shipping dispatch. Delivery times are estimated in terms of calendar weeks and are stated on the order confirmation. Binding delivery dates require express confirmation. The observance of deadlines for

deliveries and goods presupposes the timely receipt of all documents, necessary permits and approvals to be supplied by the customer, as well as adherence to the agreed terms of payment and other obligations by the customer. If these conditions are not fulfilled in time, the deadlines will be extended accordingly. A binding agreed delivery date is deemed to have been met if the customer has received notification of readiness for collection by that date, or he has received notification of readiness for shipment and the goods have also been shipped by that date. Delivery dates are deemed to have been met upon receipt of notification of readiness for collection or shipping, even when the goods cannot be collected or shipped through no fault of our own.

- 6.2. Force majeure of any kind, or other impediments for which we are not responsible and which reduce, delay, prevent, or render unreasonable the production, shipping, acceptance or consumption, exempt us from the obligation to deliver or cooperate in acceptance for the duration and extent of the disruption. If the delivery and / or acceptance is delayed by more than eight weeks as a result of the disruption, we are entitled to withdraw from the contract. In the case of partial or complete loss of our supply sources, we are not obliged to use unknown upstream suppliers. In this case, we are entitled to distribute our available stocks of goods under consideration of our own requirements. Other claims of the customer shall not apply. Force majeure shall include such circumstances and occurrences as could not be prevented by due care and diligence in the normal course of business; in particular these include unpredictable operational, transit or shipping disruptions, fire damage, floods, unpredictable manpower shortage (including those due to epidemics and epidemic-like illnesses), energy, raw or ancillary material shortages, as well as strikes, lockouts and official decrees.
- 6.3. The observance of binding delivery deadlines is subject to our correct and timely receipt of deliveries from our suppliers, provided that the failure of our suppliers to deliver to us in a timely fashion is through no fault of our own.
- 6.4. The user is entitled to receive partial deliveries to a reasonable extent and be invoiced for these, inasmuch as the execution of the contract is not unduly affected or delayed. In the case of fungible goods (generic goods, in particular small parts) we are entitled to deviate from the stipulated quantity by up to 5 percent.
- 6.5. A delay is only deemed to have occurred if the delivery or service are due and an express written reminder has been given by the customer. If the customer suffers damage as a result of a delay in delivery or performance, he may claim compensation of 0.5% for each completed week of default, but in total not more than 5% of the price for the portion of the goods and services in default.
- 6.6. Both claims for damages of the customer due to delay of delivery or performance as well as damage claims in place of delivery or performance which exceed the limits specified in Clause 6.5 are excluded in all cases of delayed delivery or performance, even after the expiration of a delivery time or service deadline set for us. This does not apply if liability is mandatory in cases of intent, gross negligence or injury to life, limb or health. The customer may only withdraw from the contract within the scope of the statutory provisions insofar as we are responsible for the delay in performance. The above provisions do not constitute any change in the burden of proof to the detriment of the customer.
- 6.7. The site of delivery performance is the location of our respective delivery facility. The site of payment performance is our place of business.
- 6.8. (a) The transfer of risk takes place according to the EXW (ex works) clause of Incoterms 2010. The risk of accidental loss and accidental deterioration of the delivery items or goods entrusted to us for work contract processing (finishing) is thus transferred to the customer upon notification of readiness for collection. If the goods are shipped at the request of the customer, the handover to the transport person and the departure of the purchased item from our factory or warehouse for shipment shall be deemed equivalent to a notification of readiness for collection. All shipments are made at the risk of the customer upon leaving our delivery facility or warehouse, even if carriage paid delivery has been agreed.

(b) The risk shall also pass to the customer upon notification of readiness for collection or shipping if the collection or shipment is delayed at the request of the customer or for a reason for which he is responsible, or becomes impossible through no fault of our own. In these cases, we are entitled to store the goods at the expense and risk of the customer at our reasonable discretion, to take all necessary or reasonable measures for the preservation of the goods and to invoice the goods as delivered. The statutory provisions for the default of acceptance remain unaffected. After a reasonable period for collection, we are also entitled to make use of the delivery goods for other purposes and to provide delivery to the customer with a reasonably extended deadline, or to provide delivery to the customer at his own expense and risk.

(c) The customer shall bear the (additional) costs incurred. For storage, a lumpsum payment of 0.5% of the invoice amount will be charged for each commenced month, starting with the notification of collection or shipment readiness, unless the customer proves that the user has not incurred damages, or has only incurred minor damages.

## § 7 Call-offs

- 7.1. In the case of a call-off delivery, we shall be granted reasonable production deadlines starting from the time of the call. For call-off orders, delivery dates are agreed for partial deliveries while taking into account our capacity planning and the feasibility of procuring the input material.

- 7.2. Call-off orders and supply schedules require explicit agreements (about the call-off order in general and the delivery time). However, we are always entitled to procure the material for the entire call-off order and to produce the entire order quantity immediately.
- 7.3. For call-off orders we grant a call-off period of 6 months from the day on which the customer receives the order, unless otherwise agreed. If this period expires without a call-off being made, we are entitled, at our discretion, to invoice the products or to withdraw from the contract and claim damages.

## § 8 Prices, price due dates, transport costs, payment methods

- 8.1. The purchase price or wages are stipulated in our order confirmation and are net amounts which are always subject to statutory sales tax in the case of domestic transactions. We are entitled to a price increase if statutory charges or fees encumber goods traffic or increase the cost of services (in particular sales tax, customs duties, compensatory amounts, currency, freight charges) or collectively agreed wages. The requirement for the price increase is that the circumstances leading to this occur at the earliest four months after contract conclusion, but before contract execution, and that we can demonstrate our imputed additional costs resulting from this. The above regulations for a price increase shall apply accordingly to the purchase of necessary materials for contracts whose settlement or partial settlement is not expected within seven months after contract conclusion. For framework contracts the agreed prices apply. Should the raw material purchase prices increase by more than 5% for us, the agreed price shall also be adjusted to reflect these changed circumstances in accordance with the above provisions regarding the imputed additional costs.
- 8.2. Invoices are due for payment without deductions within 30 days of the invoice date. If the customer is in default, we are entitled to charge interest in the amount of 9 percentage points above the applicable base rate. The right to assert further damages due to delay remains reserved. Contract processing and repair work are due immediately upon receipt of the invoice (without discount). The granting of a discount is subject to express agreement between the parties.
- 8.3. Our prices do not include any costs for the transport of goods and transport insurance. Insurance for transport damage can be purchased for the customer at his own expense by special request. If the transport is arranged by us, the agreements on transfer of risk, place of performance and the aforementioned provisions remain unaffected. Shipping method and shipping route as well as forwarding agent or carrier are determined by us without guarantee and with emphasis on best shipping cost, full load utilization and desired car and container sizes. Customer requests can be taken into account if they are communicated to us in a timely manner.
- 8.4. Bills of exchange are accepted only by separate agreement, only on account of payment and without guarantee of correct presentation and protest. Checks are accepted only on account of performance, subject to their being honored.
- 8.5. If circumstances become known to us after contract conclusion which give rise to legitimate doubts about the creditworthiness or solvency of the customer, we are entitled to withdraw from the contract, to demand advance payments or to make our delivery dependent on security deposits. These rights shall apply in particular if due payment claims are not fulfilled despite a reminder or if an application for the opening of insolvency proceedings is filed against the customer's assets.
- 8.6. The customer grants us a lien on the material provided to us for the execution of the order and on any claims in its place in order to secure all current and future claims arising from the business relationship with him. If the customer is in payment or credit default, we are entitled to realise the collateral material at our discretion at the current exchange price, or at the average German market price if not listed on an exchange, on the day of payment or credit default.
- 8.7. If the customer is not prepared to pay in advance or to offer payment collateral, we are entitled to withdraw from the contract after a reasonable grace period and to demand compensation for non-performance or reimbursement of expenses.

## § 9 Validity of schematics, illustrations, dimensions and weights

Schematics, illustrations, dimensions and weights are only approximate, unless expressly designated as binding. For the supply of goods, we reserve the right to raw material or production-related deviations in diameter, weight, dimensions, quantity, design, and quality. Commercially customary over or under lengths of up to 5% or – to the extent permitted by DIN / EN / ISO standards – up to respective permitted tolerances, do not entitle to complaints and price reductions. If there are no DIN standards or material sheets, the corresponding EURO standards (EURO-Normen) apply, and if no EURO standards apply then applicable customary business practices shall apply.

## § 10 Property rights

- 10.1. The customer warrants that no third-party property rights are infringed through production and supply if contracted products are to be manufactured according to his specifications.
- 10.2. If third parties prohibit us to manufacture and supply ordered goods on the basis of property rights to which they are entitled, we shall be entitled to stop production and delivery and demand compensation for our expenses from the customer.
- 10.3. We are not obliged to examine whether third parties are legally entitled to property rights that could prevent the fulfillment of orders made to the customer's specifications.

- 10.4. For any claims of damages of the customer, the provisions in Sections 16.3 and 16.2 shall apply.
- 10.5. For damages incurred by us from the infringement of property rights, the customer must pay compensation and indemnify us from claims of third parties. We shall be paid in advance for any legal expenses which may arise upon our request.

## § 11 Documents, confidentiality

- 11.1. We reserve ownership or copyright rights to all offerings and cost estimates submitted by us, as well as any schematics, illustrations, calculations, brochures, catalogs, models, tools and other documents and auxiliary materials provided to the customer. Without our express written consent, the customer may not make these items accessible to third parties either as such or as content, nor shall he disclose them, nor use or reproduce them either on his own or through third parties. At our request, he shall return these items in their entirety to us and destroy any copies they may have made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.
- 11.2. Insofar as the customer comes into contact with our business secrets and / or know-how during the execution of the order, he shall maintain confidentiality and take precautions to ensure that our interests worthy of protection are not violated and any knowledge worthy of protection may only be used in connection with the order, or the later use of the subject of the order. In particular, the customer bears the burden of proof that the trade secrets and / or know-how were already known or at least obvious to him.
- 11.3. The customer is obliged to treat all commercial and technical details in connection with the commission as business secrets. He is obliged to maintain confidentiality with respect to documents and information, even after completion of the respective contract. Reproduction is permitted only within the framework of operational requirements and copyright provisions. Disclosure to third parties may only be made with our prior consent.

## § 12 Tools, one-time costs

- 12.1. One-time costs (e.g. tooling and development costs) are invoiced directly after receipt of order at 50%, and the other 50% shall become due upon delivery of the first series production parts, unless otherwise stated in the order confirmation, or unless other individual agreements have been made between the parties.
- 12.2. The customer pays the costs for the production, procurement, modification, repair or provision of manufacturing molds and tools. Ownership and all copyrights remain with us even after payment, unless the customer has provided his own manufacturing molds or tools for performance of work without our having substantially altered them. An exclusive supply arrangement with the customer for the products manufactured from the molds must be agreed upon expressly. We undertake to hold ready the molds and tools paid for by the customer until deterioration through natural wear and tear, but no longer than two years after the last delivery.

## § 13 Quality specifications, consultation, material testing

- 13.1. Special properties or characteristics of our supplies or goods require an express binding commitment or explicit confirmation in our written order confirmation. References to technical product descriptions, material characteristics, DIN regulations, sales brochures and the like do not constitute a guarantee or representation of the properties specified therein. In particular, no properties are guaranteed or represented which arise only after mixing or combination with other substances or items. Public statements, promotions or advertising claims do not constitute product quality specifications.
- 13.2. The customer is solely responsible for suitability assessments of the supplied or finished goods which are intended for their own operational use or further processing, as well as for the selection of the required quality. This applies in particular to compliance with legal and regulatory requirements when using our products.
- 13.3. We do not assume any contractual advisory obligations and are not liable for our advice or recommendations, which are made under exclusion of any liability. Application, use and processing of the products and services purchased from us are the sole responsibility of the customer. The liability exclusion in sentences 1 and 2 does not apply in cases of mandatory liability, e.g. according to the product liability law, in cases of intent, gross negligence, injury to life, limb or health or breach of essential contractual obligations. A change in the burden of proof to the detriment of the customer is not associated with the above.

## § 14 Packing material

- 14.1. The selection of the type and scope of packaging is made by us, taking due care and to the best of our judgment. Deviations in the type and scope of the packaging which go beyond the transport purpose or which necessitate other special protection (e.g. for longer-term safekeeping or warehousing) require an explicit agreement.
- 14.2. Packaging material is only taken back if and to the extent that we are obliged to do so under the Packaging Act.

## § 15 Defect notification obligations, quality defects, recourse claims, withdrawal, damages

- 15.1. The customer is responsible for the proper fulfillment of his inspection and defect notification obligations in accordance with § 377 HGB in order to maintain warranty

claims and all other claims for our deliveries, services and works. Following delivery, the customer shall inspect to a commercially typical extent the supplied items or goods which we have processed and provide notification of defects in quality or workmanship without delay. Hidden defects are to be reported immediately after their discovery. At our request, the customer will allow us to investigate any defect complaints that have been reported and will not make any changes to them by means of further processing, installation or other operational use until the decision to confirm / reject the complaint is made. In the event of culpable violation of the inspection and defect notification obligations, any existing defect is deemed approved and any claims for defects no longer apply. In the event of complaints, the customer shall immediately give us the opportunity to review the contractual object of the complaint. In the case of unjustified complaints, we reserve the right to charge the customer freight and handling costs as well as inspection expenses. For services and works, the above provisions regarding examination and defect notification obligations shall apply accordingly. Defect notifications do not release the customer from payment obligations.

15.2. For quality defects that exist at the time of the transfer of risk, we are liable as follows:

(a) First, we are entitled to supplementary performance at our option within a reasonable period. If the supplementary performance is unsuccessful, the customer can – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration.

(b) Claims for defects do not exist (i) in the event of only insignificant deviation from the contractually owed quality, (ii) in the case of only insignificant deterioration of usability, and (iii) in the case of natural wear or damage which occurs after the transfer of risk as a result of faulty or negligent treatment, excessive use, unsuitable equipment, poor construction work, unsuitable building ground or which arises from special external influences that are not provided for in the contract. If changes or repairs are made by the customer or by third parties in an improper manner, there shall also be no claims for defects for these nor for the resulting consequences.

(c) We are not liable if and insofar as expenses of the customer increase in the course of supplementary performance – in particular transport, travel, labor and material costs – because the object of the supplied goods or service was subsequently moved to a location other than the customer's premises.

(d) Claims of recourse of the customer against us according to § 445a para. 1 BGB (recourse of the seller) exist only insofar as the customer has not made any agreements with his customer in excess of the legal claims for defects.

(e) The limitation period for claims and rights due to defects of our products, services and work as well as the resulting damages is one year. The aforementioned period of limitation does not apply insofar as the law prescribes longer periods in the cases of §§ 438 para. 1 no. 2, § 445b and § 634a para. 1 no. 2 BGB.

15.3. If the customer withdraws from his contract with us, he shall be liable for compensation even if the supply item deteriorates as a result of being used in accordance with the contract.

15.4. If acceptance of a product is agreed, acceptance shall be made within one week of receipt of the notification of our readiness for acceptance at our plant or our warehouse. The customer bears the acceptance costs. The acceptance is deemed as having been made if the customer does not accept the supply item within this one week period. Insofar as we have made no guarantee regarding the condition of the work nor have we maliciously concealed a defect, the customer's rights relating to defects following completion of the agreed acceptance by the customer are excluded, insofar as the customer failed to give notice of the defect although he could have identified it.

15.5. Subsequent performance work, i.e. the supply of a defect-free item or removal of the defect, do not cause the limitation period to be restarted, but rather this only stops the limitation period applicable to the original supply item for the duration of the subsequent performance work. The supplementary performance by us does not represent an acknowledgment within the meaning of § 212 para. 1 no. 1 BGB.

15.6. The above provisions do not constitute any change in the burden of proof to the detriment of the customer.

15.7. Furthermore, the provision in Section 17 applies for damages claims (other claims for damages). Further claims, or claims other than those stipulated in Section 15 of the customer against us and our vicarious agents due to a quality defect are excluded.

15.8. Unless expressly indicated otherwise, the statutory provisions on the commencement of the limitation period, the suspension of the period, and the stay and recommencement of periods remain unaffected.

**§ 16 Industrial property rights and copyrights; defects in title**

16.1. Unless otherwise agreed, we are only obligated to provide the supply or service in the country of the dispatch or collection location free of industrial property rights and copyrights of third parties (hereinafter „property rights“). If a third party raises justified claims against the customer due to the infringement of property rights through a supply or service provided by us according to the contract, we shall be liable to the customer within the period stipulated in Section 15.2 (e) as follows:

(a) We shall, at our discretion and expense, (i) obtain a right of use for the supplies and services concerned, (ii) alter the supplies and services in such a way that the property right is not violated, or (iii) exchange the supplies and services. If this is not possible for us under reasonable conditions, the customer is entitled to the statutory rights of withdrawal or reduction.

(b) The stipulations of Section 17 shall apply for claims of damages of the customer.

(c) The prerequisite for our obligations under Section 16.1 is that (i) the customer immediately notifies us of the claims asserted by the third party, (ii) the customer does not acknowledge a violation of property rights, and (iii) all defensive measures and settlement negotiations remain reserved for us. If the customer suspends the use of the supply or service for mitigation of damages or other important reasons, he is obliged to inform the third party that the cessation of use is not an acknowledgment of an infringement of property rights.

16.2. Insofar as the infringement (i) is the responsibility of the customer, (ii) is based on specific requirements of the customer, (iii) is caused by an application of the client that was not foreseeable by us, or (iv) is caused by the fact that the goods or supplies were altered by the customer and used with products not supplied by us, there are no rights of the customer arising from infringement of intellectual property rights.

16.3. Furthermore, the provisions of Section 15.2 (B) and (E) shall apply accordingly for the claims of the customer pursuant to Section 16.1 (a) in cases of infringement. In the case of other defects of title, the provisions in Section 15 shall apply.

16.4. In the case of other defects of title, the provisions in Section 15 shall apply.

16.5. Further claims, or claims other than those stipulated in this Section 16 of the customer against us and our vicarious agents due to a defect of title are excluded.

**§ 17 Other claims for damages**

17.1. Claims for damages and reimbursement of expenses of the customer (hereinafter jointly referred to as „compensation claims“), for whatever legal reason, in particular due to breach of duties arising from the obligation and from tort, are excluded.

17.2. This does not apply in cases of mandatory liability, (e.g. according to the product liability law, in cases of intent, gross negligence, injury to life, limb or health or breach of essential contractual obligations). The claim for compensation for the breach of essential contractual obligations is limited to contractually typical, foreseeable damage, unless there is intent or gross negligence or liability for injury to life, limb or health. The above provisions do not constitute any change in the burden of proof to the detriment of the customer.

17.3. The duty of replacement is further excluded if the customer has effectively limited his liability towards his customer. The customer will endeavor to agree on limitations of liability to the extent permitted by law in our favor.

17.4. Inasmuch as the customer is entitled to claims for compensation pursuant to this Section 17, these are subject to the statute of limitations for quality defect claims pursuant to Section 15.2 (f). The statutory limitation provisions are applied for compensation claims due to (i) willful misconduct (including fraudulent concealment of a defect), (ii) injury to life, limb or the health or freedom of a person, (iii) product liability law, (iv) gross negligence or culpable violation of essential contractual obligations, as well as (v) if the statutory provisions on consumer sales law apply.

**§ 18 Retention of title**

18.1. All supplied goods remain our property until full payment of our purchase price or service charges against the customer as well as our other receivables from our business relationship with the customer (from previous or subsequent transactions) as well as any ancillary claims (e.g. default interest, dunning costs). The retention of title also applies to receivables that are not yet due or deferred as well as claims against the customer that we possess or acquire for other legal reasons other than purchase, work supply or service contracts, in particular when replacing the aforementioned receivables with abstract bills receivable or check claims. The customer is entitled to possess the reserved goods only in the course of ordinary and proper business dealings, in particular for resale or further processing, as long as we have not revoked the power of disposition.

18.2. Treatment or processing of the reserved goods by the customer shall be carried out solely on our behalf, without the customer thus becoming entitled to any wage claims against us. If a new item or aggregate is created due to the combination, mixing or processing of the reserved goods with items that are not our property, we shall acquire a co-ownership share in proportion to our invoice value for the reserved items against the production or purchase value of the third-party items. The customer shall store the reserved goods for us free of charge. He shall insure them against common risks such as fire, theft and water damage to the usual extent. The customer hereby assigns to us the compensation claims against insurance companies or other substitute obligors which he is entitled to from damages of the above-mentioned kind, in the amount of the invoice value of the goods. We herewith accept such relinquishment.

18.3. The customer assigns to us in advance – in the case of co-owned goods – the claims of the customer arising against the second purchaser from the resale of reserved goods at the proportion to value referred to in paragraph (2) sentence 2 (extended retention of title). If the reserved goods with the customer have increased in value

through processing or other finishing measures, the advance assignment is limited to the amount of our invoice value plus 10%. The customer shall not assert the unrelinquished parts of claims to our detriment. The customer is entitled to collect on the claims himself in the course of regular business dealings to the extent that no instructions are issued to him by us. He shall immediately transfer the monetary sums he has collected to us insofar as our claims are due. However, the customer is obliged to inform us of the third party debtors upon request and to notify them of the transfer. Our power to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and in particular if no application to initiate insolvency proceedings has been filed or payment has not ceased. If the customer has transferred the claims arising from the resale of reserved or co-ownership goods to third parties (especially lending banks) in their favor earlier than to us, this shall not be deemed a sale in normal business dealings. The use of the reserved goods for the fulfillment of work contracts is also deemed a resale within the meaning of this paragraph 3.

- 18.4. The customer will notify us immediately of a seizure or other impairment by third parties of our reserved goods or claims (parts of claims) previously assigned to us which arose from their resale. Upon request, the customer will permit entry into his business premises for the purpose of identification, marking, separate storage or removal of reserved goods. The customer undertakes to notify us of the information required to assert previously assigned claims against second-party customers and to provide the necessary evidence for this from his business documents in the form of a photocopy.
- 18.5. Insofar as our rights arising from simple or extended retention of title in connection with any other collateral security granted by the customer exceed our claims from the business relationship in value by more than 10%, we will release collateral of our choosing upon request of the customer.
- 18.6. If the agreed retention of title pursuant to this Section 18 is not permitted with the same effect as in German law in the case of sales to foreign countries, the goods shall remain our property until payment of all our claims which arise from the contractual relationship created through the sale of the goods. If this retention of title is also not permissible with the same effect as in German law, but it is permissible to reserve other rights to the goods, we are hereby authorized to exercise all of these rights. The customer is obliged to cooperate with measures that we intend to take in order to protect our property rights to these goods, or to protect other rights in their place.

**§ 19 Note on data protection and electronic commerce**

- 19.1. In the course of the business relationship with the customer, we store data for the purpose of data processing and reserve the right to transfer the data, as far as necessary for the fulfillment of the contract, to third parties (e.g. insurance companies). Our rights and obligations are governed by the applicable data protection provisions of the DSGVO and the BDSG.
- 19.2. If we use a telecommunications or media service (contract in electronic commerce) within the meaning of § 312i BGB for the purpose of concluding a contract for the supply of goods or for the provision of services, the customer waives that
- (a) a suitable, effective and accessible technical medium be provided with which the customer can identify and correct input errors prior to submitting his order,
  - (b) the information presented in Article 246c of the Introductory Act to the BGB is communicated in a clear and understandable manner in good time before the submission of his order, and
  - (c) the receipt of his order is confirmed promptly by electronic means.

**§ 20 Final provisions**

- 20.1. There shall be no offsetting against our payment entitlements, unless this is a mutually acknowledged, undisputed or legally established counterclaim of the customer. The customer is not entitled to exercise a right of retention due to counterclaims from any other than the specific contractual relationship.
- 20.2. The contractual relations with the customer are subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 20.3. We are entitled at all times to bring an action before the courts having jurisdiction over the customer's registered office. In addition, the courts having jurisdiction over our place of business shall have exclusive jurisdiction in all disputes arising from or in connection with the contractual relationship if the customer is a commercial enterprise.
- 20.4. Should a provision of these GTCS and additional agreements made be or become ineffective, this will not affect the validity of the remaining provisions of the contract.