

# FIBOX GROUP — GENERAL TERMS & CONDITIONS FOR SALE

(vis-à-vis entrepreneurs)

Unless otherwise agreed in writing, the following terms and conditions govern any and all offers and deliveries of goods and services by Fibox GmbH to a purchaser. Any modification or deviation to these terms and conditions must be agreed in writing.

## 1. DEFINITION OF TERMS

### **"Contract"**

means the contract between the Supplier and the Purchaser for the supply and/or purchase of Goods and/or Services.

### **"General Terms"**

means these general terms and conditions for sale.

### **"Goods"**

means the subject matter of the Contract, including raw materials, finished or partly finished materials or articles, commodities, etc. (including any such items supplied in connection with the Services).

### **"Offer"**

means the Supplier's offer to the Purchaser in respect of the Goods and/or Services.

### **"Order"**

means a purchase order in respect of the Goods and/or Services issued by the Purchaser to the Supplier, together with any and all documents referred to in it.

### **"Purchaser"**

means the company, enterprise, body, or natural or legal person purchasing the Goods and/or the Services.

### **"Services"**

means any and all work and/or services or parts thereof to be performed by the Supplier for the Purchaser pursuant to the Contract.

### **"Supplier"**

means Fibox GmbH.

## 2. SCOPE OF APPLICATION OF THESE TERMS AND CONDITIONS

The following terms and conditions apply exclusively to any and all sales, deliveries, and services. They are an integral part of any and all Contracts that the Supplier concludes with the Purchasers for the Goods, deliveries, and Services offered.

They therefore also apply to any and all future business relationships, even if they are not expressly agreed again. These terms and conditions will be deemed to have been accepted at the latest upon receipt of the Goods or Services.

The terms and conditions of the Purchaser or of any third parties do not apply even if the Supplier does not separately object to their validity in specific cases. Even if the Supplier refers to a letter that contains or refers to the terms and conditions of the Purchaser or a third party, said reference does not constitute agreement

with the validity of those terms and conditions.

### **3. OFFER AND CONTRACT**

3.1. An Offer is valid for the period of time stipulated therein. If not otherwise expressly stated, the Offer is valid for thirty (30) days, starting from the date of the Offer.

3.2. If an Order deviates from the Offer, the Order becomes valid when confirmed in writing by the Supplier.

3.3. The Contract will be deemed concluded in any specific case (i) upon approval of the Offer, (ii) upon acceptance by the Supplier of a deviating Order, or (iii) upon signing of a separate written contract document. The legal relationship between the Supplier and the Purchaser is governed solely by the Contract concluded in writing, including these General Terms and Conditions, that fully reflects any and all agreements between the Parties on the subject matter of the Contract. Oral commitments by the Supplier, its employees, executives, subcontractors, or representatives prior to the conclusion of this Contract are not legally binding, and any and all oral agreements between the Parties are superseded by the written Contract unless it is expressly stated in each case that any such agreements continue to be binding. Modifications and amendments to any concluded agreements, including these General Terms and Conditions, are not binding on the Parties unless in writing. Transmission by telecommunications means, in particular by fax or email, satisfies the requirement of written form, provided that a copy of the signed declaration is transmitted.

3.4. The Goods are subject to technical changes as consistent with technical progress and to reasonable changes in shape, color, and weight. The specified dimensions and weights may vary depending on production conditions. Any and all such changes or modifications are without

prejudice to prices, invoicing, and price adjustments.

3.5. The prices for the Goods and/or Services are defined in the Contract or otherwise agreed in writing. The authoritative prices, quoted in euros and excluding VAT, are those prices that are valid on the day the Contract is concluded. They are list prices unless expressly agreed otherwise.

3.6. Prices are quoted net ex warehouse Porta Westfalica, i.e., do not include the value-added tax applicable on the day of invoicing; the costs of packaging and other taxes or levies for the manufacture, transport, export, import, sale, or delivery of the Goods or for the performances of the Services will be billed separately unless otherwise agreed.

3.7. If and when images of items are shown in catalogs, the prices refer solely and exclusively to the shown items as expressly set forth in the description; unless otherwise stated, no contents, accessories, or decorative items are included.

3.8. If and when the agreed prices are based on the list prices and delivery is scheduled for more than four months after conclusion of the Contract, the list prices valid at the time of delivery will apply (less any agreed percentage or fixed discount for the specific case). In the case of continuing obligations, e.g., successive delivery contracts, the list price valid on the day of delivery will apply. In the event of a price increase pursuant to the first or second sentence of more than 25 percent, the Purchaser may rescind the Contract to the exclusion of any further claims. Any such rescission, however, applies solely and exclusively to those Goods that would be invoiced at a higher price. If no objection is raised in writing within 30 days of the invoice date, the prices will be deemed accepted.

3.9. The Supplier is entitled to adjust the prices immediately if and when the prices are affected by measures taken by official

authorities or are the result of new or amended laws and regulations. In the event of a price increase pursuant to the first sentence of more than 25 percent, the Purchaser may rescind the Contract to the exclusion of any further claims. Any such rescission, however, applies solely and exclusively to those Goods that would be invoiced at a higher price. If no objection is raised in writing within 30 days of the invoice date, the prices will be deemed accepted.

3.10. If and when the Supplier arranges or assumes the transport, freight, insurance, or any other transport costs beyond the point of delivery, any such costs will be borne by the Purchaser and are without prejudice to the provisions of the Contract regarding the passing of risk.

3.11. The Supplier may bill a surcharge of 3 percent of the net value of the Goods, but no less than €15.00, on any Orders that are not in compliance with the packaging units shown in the price lists or sales documents as compensation for higher packaging and commissioning costs. All Orders are subject to a minimum order value of €150.00. A minimum quantity surcharge of €75.00 will be billed on any Orders that are lower than this minimum value.

3.12. The Goods are shipped by parcel service and are subject to a flat-rate charge of €8.00 per parcel. Shipment of Goods by a forwarding agent within Germany are billed at a flat rate of €84.00 per Euro pallet.

3.13. The Supplier may charge a cancellation fee of a maximum of 15 percent of the net value of the Goods for any and all orders that are cancelled five workdays or more before the agreed shipment date.

3.14. A numerical shortfall delivery and excess delivery of 10 percent is admissible and a right of return is precluded for any and all Goods that have manufactured in conformity with specific customer

requests unless the Purchaser has no interest in partial performance in the event of a shortfall delivery (section 323(5) first sentence German Civil Code [*Bürgerliches Gesetzbuch; BGB*]). In the latter case, the Purchaser may rescind the Contract within one month of delivery, provided that it has given notice of the shortfall delivery in good time within the sense of section 9 and has set for the Supplier a reasonable deadline for subsequent delivery.

3.15. Any and every return of Goods for reasons other than the remedy of the Purchaser's claims of defects are subject to the prior and express written consent of the Supplier. Returns must be made "Carriage paid".

3.16. The return fee for defect-free Goods in their original packaging is 15 percent of the value of the Goods; a minimum fee of €100.00 will be billed for each and every processing event.

## **4. TERMS AND CONDITIONS OF PAYMENT**

4.1. The terms of payment are generally stipulated in the Contract. Unless otherwise agreed, the term of payment is thirty (30) days net from the date of the invoice.

4.2. If and when deliveries are spread over a period of time, each and every consignment will be invoiced separately unless otherwise agreed. If and when Services are to be performed over a period in excess of one (1) month, the value of work carried out shall be ascertained by the Supplier at the end of each month and (unless the Contract otherwise expressly provides) a sum equal to such value (or any percentage thereof specified in the Contract) will be invoiced accordingly.

4.3. If and when the Purchaser fails to make any payment when due, the Supplier may claim interest for delayed payment(s) and/or cancel or suspend any and all pending deliveries to the Purchaser. Unless otherwise stipulated by

mandatory law, the interest rate for delayed payments pursuant to section 247 BGB is nine percentage points above the prime interest rate. Any Goods remain the property of the Supplier until paid for in full.

4.4. If and when justified doubts concerning the Purchaser's solvency arise, the Supplier reserves the right to suspend any and all pending deliveries to the Purchaser without liability for damages until payment or satisfactory security for payment has been provided. There are justified doubts in this sense if and when the Purchaser either defaults on at least two payment installments or withholds at least one payment installment owing to delayed notices of defects in accordance with section 9 or if and when insolvency proceedings against the Purchaser's assets are initiated.

4.5. If and when the Purchaser defaults on a more than insignificant part of the payment or if and when its checks or bills of exchange are protested or if and when the conditions for granting credit no longer apply or if and when insolvency proceedings against the Purchaser's assets are initiated, any and all of our claims against the Purchaser will become due for immediate payment. The above provision also applies to any originally deferred invoices and bills of exchange or checks due at a later date. A part of the payment will be deemed more than insignificant if and when the Purchaser is in arrears with the payment of more than one payment installment for continuing obligations or with more than 15 percent of the purchase price for other Contracts.

4.6. Offsetting against Purchaser's counterclaims or the withholding of payments due to any such claims is admissible solely insofar as the counterclaims are undisputed or have been finally adjudicated or arise from the same Order under which the delivery in question was made.

## **5. DELIVERY**

5.1. Deliveries will be made from the facility specified in the Supplier's Offer. If and when no facility has been specified, deliveries will be made from the Supplier's facility in 32457 Porta Westfalica.

5.2. The dates for delivery of the Goods or for performance of the Services are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.

5.3. If and when shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier, or other third party engaged for the transport.

5.4. If and when the Supplier is unable to deliver the Goods or Services within the agreed time, the Supplier will inform the Purchaser of this delay as soon as practicable.

5.5. The Supplier is not liable for impossibility of delivery or for delays in delivery insofar as any such incidents are caused by force majeure or other events unforeseeable at the time of conclusion of the Contract (e.g., operational disruptions of any and every nature, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy, or raw materials, difficulties in obtaining necessary official permits, official measures, or the failure of suppliers to deliver or to deliver correctly or on time) for which the Supplier is not accountable. If and when any such events render delivery or performance significantly more difficult or impossible for the Supplier and the hindrance is not solely of a temporary nature, the Supplier is authorized to rescind the Contract. In the event of hindrances of a temporary nature, the delivery or performance periods will be extended or the delivery or performance dates will be postponed by the period of the hindrance plus a reasonable lead-in period. If and when the Purchaser cannot reasonably be expected to accept

the delivery or performance of the Service as a result of the delay, it may rescind the Contract by immediate submission of a written declaration to the Supplier.

5.6. If and when, for whatever reason, the Supplier is in default of a delivery or performance of a Service or if and when a delivery or performance of a Service becomes impossible for the Supplier, the Supplier's liability for damages is limited pursuant to section 10 of these Terms and Conditions.

## **6. ACCEPTANCE INSPECTIONS AND DELAYED ACCEPTANCE**

6.1. The commercial Purchaser has a duty pursuant to section 377 German Commercial Code [*Handelsgesetzbuch; HGB*] to inspect the delivery upon its receipt.

6.1.1. The Purchaser will notify the Supplier of any and all visible or otherwise obvious faults and defects discovered in the delivery or in the Goods that the Purchaser has, or should have, determined within eight (8) calendar days; otherwise, the delivery or the Goods will be deemed accepted. Visible defects are any defects that are apparent without examination. Other obvious defects are recognizable upon proper inspection.

6.1.2. The notice [of defects] must be set out in detail in writing and sent to the Supplier.

6.1.3. Hidden defects, i.e., those that were not recognizable during the inspection in accordance with subsection 6.1.1, shall be reported in writing without undue delay, but no later than within 2 (two) calendar days of their discovery. Otherwise, the Goods will be deemed approved.

6.2. If and when the Purchaser is unable for any reason to accept delivery of the Goods when the consignment of the Goods is due and ready for delivery, the Supplier may have the Goods stored at the Purchaser's risk, and the Purchaser covenants to pay to the Supplier, starting

one month after notification of readiness for shipment, the costs incurred by the storage; storage at the Supplier's facility will be billed at the rate of 0.5 percent of the invoice amount of the delivery items that are stored for each and every month or part thereof, but will not exceed in the aggregate 5 percent of the invoice amount. The above provision is without prejudice to the right of the Parties to provide evidence of higher or lower storage costs. The Supplier is authorized to dispose otherwise of the delivery item after setting a reasonable deadline which has expired fruitlessly and to supply Goods to the Purchaser within a reasonably extended period. If and when the Purchaser does not accept the Goods, the Supplier is authorized to rescind the Contract after a grace period of 14 days or to assert claims for damages for non-fulfillment.

## **7. TERMS AND CONDITIONS OF DELIVERY**

Unless otherwise agreed, any and all Goods will be delivered free carrier (FCA, Incoterms 2020) ex works as specified in section 5. If and when special packaging is required for the consignment or the Goods, any and all such packaging will be billed separately. Unless otherwise agreed, the Terms and Conditions of Delivery shall be interpreted in accordance with the version of the Incoterms current at the time of conclusion of the Contract.

## **8. TRANSFER OF RISK AND TITLE**

8.1.1. Unless otherwise stated in the Contract, the risk passes to the Purchaser at the moment the Supplier hands over the Goods to the carrier; the Supplier accepts no responsibility for any damage or loss during transport. Compensation claims for damage or loss in transit shall be asserted against the carrier, and any and all conditions imposed by the carrier relating to claims for damage or loss in transit shall be observed.



8.1.2. A transport insurance policy will be concluded solely by special agreement at the Purchaser's request and at the Purchaser's expense.

8.1.3. If and when the risk has not transferred to the Purchaser pursuant to subsection 8.1.1., the Supplier will entertain a claim by the Purchaser related to loss or damage in transit solely if and when the Purchaser (i) gives written notice to the Supplier within twenty-one (21) days of non-delivery or within eight (8) days of the delivery of the Goods in all other cases, and (ii) if and when the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's terms and conditions of carriage for asserted claims for loss or damage in transit.

8.2.1. Until any and all claims — including balance claims from current accounts — to which the Supplier is entitled against the Purchaser for any legal reason, now or in the future, have been satisfied, the Supplier will be granted the following securities; upon request, any such securities will be released at the Supplier's discretion insofar as their sustained value exceeds that of the Supplier's claims by more than 10 percent.

8.2.2. Any and all delivered Goods remain the property of the Supplier until the claims specified in subsection 8.2.1 have been satisfied.

8.2.3. Until title to the Goods passes to the Purchaser in accordance with the foregoing, the Purchaser will store the Goods separately and readily identifiable as the Supplier's property and maintain full insurance cover to the Supplier's benefit for any and all Goods.

8.3.3. The Supplier may reclaim possession of all or part of the Goods and enter the Purchaser's premises for that purpose (or authorize others to do so) and/or require (return) delivery to it of all or any part of the Goods at any time before title to the Goods passes to the Purchaser

(whether or not any payment to the Supplier is then overdue or the Purchaser is otherwise in breach of any obligation to the Supplier).

8.3.4. If and when the Goods are processed or transformed by the Purchaser, the retention of title also extends to the new product in its entirety. The Purchaser acquires partial co-ownership in an amount corresponding to the ratio of the value of its goods to that of the Goods delivered by the Supplier.

8.3.5. The Purchaser is also authorized to sell the reserved goods in the ordinary course of business, whereby it hereby assigns its receivables from the resale to the Supplier and the Supplier hereby accepts the assignment. Even after the assignment, the Purchaser remains authorized to collect any and all such receivables as long as it meets its payment obligations to the Supplier. Otherwise, the Supplier will collect the receivables itself. The resale authorization may be revoked if and when the Purchaser does not properly fulfill its contractual obligations.

8.3.6. If and when the Purchaser combines the delivery item or the new Goods with real property, it also assigns herewith to the Supplier the receivables to which it is entitled as remuneration for the combination in an amount corresponding to the price of the delivery item invoiced by the Supplier; the assignment is not subject to the issue of any further special declarations.

8.3.7. The Purchaser is not authorized to pledge any Goods subject to retention of title or to assign them as security. If and when third parties obtain access to the reserved goods, in particular liens, the Purchaser will refer to the Supplier's title of ownership and notify the Supplier without undue delay so that the latter can assert its ownership rights. If and when the third party is not in a position to reimburse the Supplier for the court or out-of-court costs incurred as a consequence, the Purchaser is liable for any and all such costs.

8.3.8. If and when a legitimate interest is credibly asserted, the Purchaser shall provide to the Supplier any and all information required to assert the latter's rights against the customers and hand over any and all necessary documents.

8.3.9. If and when the Purchaser is in breach of contract (in particular default of payment), the Supplier is authorized to rescind the Contract (enforcement event) and to request the return of the reserved goods.

## **9. WARRANTY AND MATERIAL DEFECTS**

9.1. Unless otherwise specified below, the Purchaser's rights in the event of material defects and defects of title are governed by statutory provisions. In all cases — even in the absence of specific mention below — the provisions of these Terms and Conditions are without prejudice to the statutory provisions of section 445a BGB (Purchaser's recourse against the Supplier in the event that the former must bear expenses vis-à-vis its customer during subsequent performance pursuant to 439(2) and/or (3) BGB), section 445b BGB (limitation of recourse claims for newly manufactured goods), and section 478 BGB (special provisions concerning the trader's recourse in the case of a consumer goods purchase).

9.2. If and when the Purchaser is not a consumer, the limitation period for material defects in the sale of newly manufactured goods is one year from delivery or, if acceptance is required, from acceptance, subject to section 445b BGB (limitation period for recourse claims for newly manufactured goods) and section 478 BGB (special provisions concerning the trader's recourse in the case of a consumer goods purchase) and subject to the usual use of the delivered goods for a building and the cause of a building defect; the sale of used goods is subject to the preclusion of any and all liability for material defects. The shortening of the

limitation period pursuant to the first sentence of this subsection does not apply to liability for loss or damage in the event of malicious intent and gross negligence nor in the event of injury to life, body, or health, of fraudulent intent, or of our assumption of a guarantee. The aforementioned events are governed by the statutory limitation period.

9.3. Claims for defects on the part of the commercial Purchaser can be considered solely if and when it has duly fulfilled its obligations to inspect and give notice of defects pursuant to section 377 HGB and to submit proper notice of any deviations pursuant to section 6.

9.4. If and when there is a defect, the Supplier has the right to carry out subsequent improvement within eight days of notification, after which the Purchaser may request subsequent performance pursuant to section 439 BGB. The Supplier may at this time choose between remedying the defect and delivering a defect-free item.

9.5. At the Supplier's request, the rejected delivery item shall be returned to it carriage paid. If and when the complaint of defects is justified, the Supplier will reimburse the costs of the most favorable shipping route; this provision does not apply if and when the costs increase because the delivery item is located at a place other than the place of intended use.

9.6. If and when a complaint of defects is unjustified, the Supplier is authorized to request compensation for the incurred expenses from the Purchaser.

9.7. In the event of defects in components from other manufacturers that the Supplier is unable to remedy for licensing or factual reasons, the Supplier will, at its discretion, assert the warranty claims against the manufacturers and its suppliers for the Purchaser's account or assign said claims to the Purchaser. Warranty claims against the Supplier in the event of

such defects or other prerequisites may be asserted in accordance with these General Terms and Conditions of Delivery solely if and when the judicial enforcement of the aforementioned claims against the manufacturer and its supplier was unsuccessful or is futile (e.g., because of insolvency). The limitation period for the Purchaser's pertinent warranty claims will be suspended for the duration of the legal dispute.

9.8. The warranty is void if and when the Purchaser modifies the delivery item or has it modified by a third party without the Supplier's consent, thereby rendering remedy of the defect impossible or unreasonably difficult. In any and every case, the Purchaser shall bear the additional costs of remedying the defect resulting from the modification.

9.9. Only the immediate Purchaser is authorized to assert claims for defects against the Supplier; any and all such claims are not assignable.

9.10. Finally, claims for defects cannot be considered in the event of insignificant deviations from the agreed quality, insignificant impairment of usability, or natural wear and tear.

## **10. LIABILITY**

10.1. The Supplier's liability for damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations, and tort, is limited in accordance with this section 10, insofar as fault is involved in each case. In all cases — even if not stated expressly below — these provisions are without prejudice to the statutory provisions of section 445a BGB (recourse of the Purchaser vis-à-vis the Supplier in the event that it must bear expenses vis-à-vis its customer during subsequent performance pursuant to section 439(2) and/or (3) BGB), section 478 BGB (special provisions concerning the

trader's recourse consequent to a consumer goods purchase), and the Supplier's obligation to bear the expenses incurred for subsequent performance pursuant to section 439(2) and/or (3) BGB, provided that the Goods sold by the Supplier are newly manufactured items.

10.2. The Supplier is not liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees, or other vicarious agents insofar as this does not involve a breach of material contractual obligations. The obligations to deliver and install the delivery item free of material defects in good time and obligations to provide advice, protection, and care intended to enable the Purchaser to use the contractual item in accordance with the contract or intended to protect the life and body of the Purchaser's personnel or to protect the Purchaser's property from significant damage represent material contractual obligations.

10.3. Insofar as the Supplier is liable for damages on the merits pursuant to this section 10, said liability is limited to loss or damage that the Supplier foresaw as a possible consequence of a breach of contract when the contract was concluded or that it could have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also eligible for compensation solely if and when such damage or loss is typically to be expected when the delivery item is used as intended. The provisions of this subsection regarding foreseeable and indirect damage or loss and consequential damage or loss do not apply in the event of willful or grossly negligent conduct by members of the Supplier's executive bodies or executive employees.

10.4. In the event of liability for simple negligence, the Supplier's duty to provide compensation for material damage and any resulting further pecuniary loss is limited in each case of loss or damage to the



current sum insured of the Supplier's product liability insurance or liability insurance even if it involves the breach of material contractual obligations.

10.5. The aforementioned preclusions and limitations of liability apply equally to the benefit of the Supplier's executive bodies, legal representatives, employees, or other vicarious agents.

10.6. Insofar as the Supplier provides technical information or acts in an advisory capacity and said information or advice is not part of the contractually agreed scope of services owed by the Supplier, said services are provided free of charge, precluding any liability.

10.7. The limitations of this section 10 do not apply to liability for willful conduct, for guaranteed characteristics, for injury to life, body, or health, or pursuant to the provisions of the Product Liability Act.

## **11. INDEMNITY**

The Purchaser agrees to indemnify the Supplier from and against any and all losses, damage, injury, costs, and expenses of any nature suffered by the Supplier to the extent that the same are caused by or related to (i) designs, drawings, or specifications in respect of the Goods and/or Services given to the Supplier by the Purchaser, (ii) defective materials or products supplied by the Purchaser to the Supplier and incorporated and/or used by the Supplier in the Goods and/or Services, or (iii) the improper incorporation, installation, use, processing, storage, or handling of Goods by the Purchaser.

## **12. RIGHTS TO INTELLECTUAL PROPERTY**

Any and all rights and claims, including all intellectual property rights, to any and all Goods and associated materials belong to the Supplier unless otherwise expressly agreed. No right or license, either express

or implied, to any such rights and claims is granted or assigned to the Purchaser.

To the extent the Purchaser provides the Supplier with specifications, designs, models, parts, and/or materials relating to the Goods or Services, the Purchaser will inform the Supplier of any patents or other intellectual property protection or other similar restrictions. The Purchaser agrees to indemnify and hold harmless the Supplier from and against any and all losses, liabilities, damage, and expenses (including, but not limited to, court costs and reasonable attorney fees) relating to any claims or actions brought by any third party for actual or alleged infringement by Supplier of any intellectual property right insofar as they are attributable to specifications, design, and/or models, parts, or materials, or other information furnished by the Purchaser to the Supplier.

Any designs, models, or other information that the Purchaser provides to the Supplier remain the Purchaser's property and cannot be used, released to, or disclosed to a third party without the Purchaser's consent.

## **13. PACKING**

Unless otherwise agreed and subject to statutory and non-waivable obligations to accept returns, packing cases and packing materials are not returnable, and the Purchaser will dispose of any and all packing in accordance with any and all regulations (whether statutory or otherwise) for the protection of the environment. Insofar as the Packaging Regulation (or as of January 1, 2019: the Packaging Act) imposes a non-waivable obligation to accept return of packaging at our expense, the place of performance for the return of packaging by the Purchaser is our domicile in Porta Westfalica.

## **14. HEALTH AND SAFETY**

The Purchaser covenants to give due regard to any and all information provided

by the Supplier relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that [the Goods] will be safe and without risk to health at all times during installation, use, cleaning, or maintenance by any person or during their disposal, and the Purchaser covenants to implement any and all measures that may be specified by the above information to ensure that, as far as reasonably practicable, the Goods will be safe and without risk to health at all times as described above.

## **15. TERMINATION OF THE CONTRACT**

If and when the Contract is terminated, the Purchaser will, unless otherwise expressly agreed, reimburse to the Supplier any and all costs, charges, or expenses incurred by the Supplier prior to and including the date of termination.

## **16. PROPER LAW AND DISPUTES**

16.1. The place of performance is the facility specified in the Offer. If and when no facility has been specified, place of performance is the Supplier's facility in 32457 Porta Westfalica.

16.2. If and when the Purchaser is a merchant, a legal entity under public law, or a special fund under public law, the venue for any and all disputes arising from the contractual relationship, including proceedings relating to checks, bills of exchange, and deeds, is the jurisdiction competent for the Supplier's domicile (Porta Westfalica).

16.3. Any and all Contracts are governed solely and exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG), does not apply.

16.4. Should any provision in these Terms and Conditions or a condition set forth in any other agreements be or become invalid, said invalidity is without prejudice to the validity of all other provisions or agreements.

16.5. Insofar as any omissions are determined in the Contract or these General Terms and Conditions, legally effective provisions remedying the omissions that the Parties would have agreed in accordance with the commercial objectives of the Contract and the purpose of these General Terms and Conditions if they had been aware of the omission will be deemed agreed.

DE-Porta Westfalica, January 2025