

**Bolte GmbH**

Flurstrasse 25  
D-58285 Gevelsberg  
Tel.: +49 (0)2332 55106-0  
Fax: +49 (0)2332 55106-11  
info@bolte.gmbh  
www.bolte.gmbh

Ohmstrasse 3  
D-85221 Dachau  
Tel.: +49 (0)8131 5159-0  
Fax: +49 (0)8131 5159-11

**General Terms and Conditions of Sale and Delivery****- Date: 27/01/2020 -**

*This translation serves only to clarify the Allgemeine Verkaufs- und Lieferbedingungen (AVLB) originally drafted in German. The Allgemeine Verkaufs- und Lieferbedingungen in German always take precedence.*

**I. Scope**

1. These General Terms and Conditions of Sale and Delivery (GTC of Sale and Delivery) apply to all — including future — contracts with entrepreneurs, legal persons under public law and special funds under public law for deliveries and other services, including the delivery of specific goods. These General Terms and Conditions expressly do not apply to consumers.
2. Deviating or supplementary general terms and conditions of the purchaser are not part of the contract; the integration of such supplementary general terms and conditions is hereby expressly rejected. Any terms and conditions shall only become integral to the contract, if we have specifically consented to them or expressly in writing in text form.

**II. Conclusion of contract**

1. Our offers are always non-binding. Verbal agreements, commitments, assurances and/or guarantees that are made by us or our employees, including in connection with conclusion of the contract, shall not become binding parts of the contract until we have given confirmation in writing or text form.
2. If we enclose documents in our offer, e.g. images, drawings, weight or dimension information and/or information regarding quality and design, such documents are only to be understood as approximate, insofar as we have not expressly stated in writing or in text that they are binding. We reserve the right to make changes, insofar as such changes do not fundamentally alter the subject of the contract, and insofar as the contractual purpose of the delivery is not restricted or cancelled by the change in a manner that is not reasonable for the purchaser. An order shall only be treated as accepted by us when we have confirmed it in writing, by telex, or in text form; receipt by the purchaser of the delivery note or the start of performance by us is also confirmation for this purpose.

**III. Prices**

1. The prices quoted by us are net prices. The prices are "ex works" EXW Incoterms 2010, not including applicable sales taxes, even if they are not expressly stated.
2. Unless expressly agreed or committed to in writing or in text form, our stated prices are plus packaging costs, transport costs, insurance premiums, custom duties, postal charges and any banking and payment charges.
3. If we have concluded a permanent delivery contract with the purchaser or if the production and delivery of the ordered products is to commence more than 3 months after conclusion of the contract, we may — in the event of an increase in raw material prices by more than 5% — pass on this increase in the purchase price to the purchaser, after providing advance notice. If the purchaser no longer accepts the increase in prices, the purchaser shall have a special right of termination, in which case claims for compensation are excluded (see below).

**IV. Payments & offsetting**

1. Unless otherwise agreed or stated in our invoices, the invoiced amount is due for immediate payment without deduction. The payment must be made so that the amount is available to us on the due date. The purchaser shall bear the costs of payments.
2. If a period for payment is stated on our invoice, the purchaser is in default in payment if the purchaser does not make the payment by expiry of the last day of the stated payment period. The purchaser shall also be in default in payment not later than 30 days after receiving the invoice, unless there are grounds for default occurring sooner (see above).
3. The purchaser is in default when the payment periods expire and not later than 30 days after receiving the invoice. From this date, we calculate default interest of 10 percentage points above the base rate, unless we are able to demonstrate greater interest loss. We expressly reserve the right to assert greater compensation for default in payment, as well as further rights and claims to which are entitled.
4. If it becomes apparent after conclusion of the contract that our payment claims are at risk from the purchaser's inability to pay, or if the purchaser is in default in payment to a significant amount or other circumstances arise that suggest a material impairment of purchaser's ability to make payment subsequent to conclusion of the contract, we shall be entitled to the rights set out in Section 321 BGB (defence of uncertainty). We shall then also be entitled to demand payment of all amounts not yet due for payment under the ongoing business relationship with the purchaser.

**V. Performance of delivery, terms of delivery & delivery deadlines**

1. As a general rule, statements with regard to delivery periods are approximate. Other terms apply only if a delivery period or a delivery date has been expressly confirmed by us in writing or in text form. If a delivery period is agreed according to time periods, the delivery period does not commence until the purchaser has declared its undertaking to us, in a binding manner, for all of its duties of cooperation, both commercial and technical, and the purchaser has in this regard performed its duties of cooperation, such as by providing required official approvals or certificates or by making an advance payment (if agreed). If the purchaser has not performed the required duties of cooperation, the delivery period shall not commence until the date on which purchaser has performed all its duties of cooperation. However, this shall not apply if we are at fault with respect to the delay.

**Bolte GmbH**

Flurstrasse 25  
D-58285 Gevelsberg  
Tel.: +49 (0)2332 55106-0  
Fax: +49 (0)2332 55106-11  
info@bolte.gmbh  
www.bolte.gmbh

Ohmstrasse 3  
D-85221 Dachau  
Tel.: +49 (0)8131 5159-0  
Fax: +49 (0)8131 5159-11



2. Our obligation to deliver is always subject to the correct and on-time delivery of goods and raw materials to us, unless we are responsible for the incorrect or delayed delivery of goods and raw materials to us.
3. Dispatch ex works or ex stock is definitive for compliance with the delivery periods and deadlines. The delivery period is treated as met if we have given notice of readiness to dispatch and the goods could not be dispatched on time through no fault on our part.
4. We are generally entitled to partial performance, which we may also invoice separately. Partial performance is only then excluded if the ordered performance is only usable if performed in its entirety.
5. The delivery periods shall be extended to a reasonable extent for measures in the course of labour disputes, in particular, strikes and lockouts, as well as for the occurrence of unforeseeable obstacles that are outside of our control and sphere of influence, insofar as such obstacles demonstrably have a significant influence on production or delivery of the goods under the contract. This also applies if such circumstances arise at our upstream suppliers. We shall immediately notify the purchaser of such circumstances. These provisions also apply to delivery dates.

**VI. Transfer of risk & acceptance of delivery**

1. The risk of loss shall transfer to the purchaser no later than on dispatch of the products to be delivered; this applies even if we exercise our right to deliver partial deliveries, if we pay the shipping costs or are responsible for carriage of the goods to be delivered. In deviation from the above, if acceptance of delivery is mandatory by law, the acceptance to be conducted is definitive for the transfer of risk. The acceptance must take place according to the conditions below promptly on the acceptance date, otherwise promptly after notice that the goods to be delivered by us are ready for acceptance.
2. If dispatch of products to be delivered by us is delayed or does not take place, or acceptance is delayed as a consequence of circumstances for which we are not responsible, the risk shall transfer to the purchaser on the date of notice of readiness to dispatch/readiness for acceptance. We shall take out an insurance policy at the purchaser's expense, if expressly requested by the purchaser. The purchaser must make its request for an appropriate insurance policy in writing or text form.

**VII. Excess and short delivery for special productions and articles acc. to sample or drawing**

For special productions resp. for articles acc. to sample or drawing excess or short deliveries due to production are permissible. The amount indicated in the contract is described as approx. amount. In such case a delivery of +/- 10% of the amount described as approx. account is considered as contractual delivery. Only the actually delivered amount has to be compensated for. The cancellation of a contract for a special article resp. an article acc. to sample or drawing is no longer possible after begin of the production or in case of special raw material after the raw material was ordered by us.

**VIII. Warranty & material defects**

1. The warranty is for one year from the date of delivery or, if acceptance is necessary, from the date of acceptance. This period does not apply to claim by the customer for compensation arising from injury to life, body or health or arising from intentional acts or a grossly negligent violation of duties by the seller or its vicarious agents, which are in each case statute-barred according to the statutory provisions. For an item that has been used according to its contractually agreed and/or ordinary intended purpose for a building and that caused the defectiveness of the building, the warranty claims for defects are statute-barred in five years from the date of transfer of risk.
2. The delivered items/products must be promptly inspected after delivery to the purchaser or a third-party designated by the purchaser. Apparent defects or other defects that would have been identifiable from a prompt, careful inspection are deemed to be approved by the purchaser, unless we receive a notice of defects sent in writing or in electronic form within 7 working days of delivery. For other defects, the delivered items are deemed to be approved by the purchaser if we do not receive the notice of defects within 7 working days of the date on which the defect is identified. However, if the defect was already identifiable for the purchaser at an earlier date during normal use, this earlier date shall be definitive for the commencement of the period for notice of defects. At our request, a delivered item or product must be returned to us carriage paid. In the case of a justified notice of defects, we are prepared to reimburse the purchaser for the most inexpensive shipping method, unless the costs are increased because the delivered item is at a different location than the place of the item's intended use. The duties to inspect and give notice of defects under the German Commercial Code (HGB) expressly apply.
3. For defects in the quality of delivered items, we may choose within a reasonable time period whether to initially carry out subsequent improvement of the item or make a replacement delivery. If an attempt at subsequent performance, as chosen by us, fails, i.e. because of impossibility, unreasonableness, refusal or unreasonable delay in the subsequent improvement or replacement delivery, the purchaser may withdraw from the contract or reduce the purchase price appropriately.
4. If the defect is caused by fault on our part, the purchaser may demand compensation, taking into account the provisions of these GTC (see below) that limit liability under specific conditions.
5. The warranty shall lapse if the purchaser without our consent modifies the delivered item/product or allows it to be modified by third parties and eliminating the defect is hereby rendered impossible or is unreasonably impeded. In all cases, the purchaser must bear the additional costs to eliminate the defect that are incurred as a result of the modification.
6. The delivery of a used item/used product, as agreed with the purchaser in an individual case, is made without any warranty.

**Bolte GmbH**

Flurstrasse 25

D-58285 Gevelsberg

Tel.: +49 (0)2332 55106-0

Fax: +49 (0)2332 55106-11

info@bolte.gmbh

www.bolte.gmbh

Ohmstrasse 3

D-85221 Dachau

Tel.: +49 (0)8131 5159-0

Fax: +49 (0)8131 5159-11

**VIII. Industrial property rights**

1. We guarantee in accordance with the following provisions that the products we deliver are unencumbered by industrial property rights or copyrights of third parties. Each party shall immediately inform the other party in writing if claims are asserted against that party for an infringement of such rights.
2. In the event that the delivered item infringes the industrial property rights or copyrights of a third party, we shall at our discretion and our expense modify or replace the delivered item in such way that third-party rights are no longer infringed, but the delivered item continues to fulfil the contractually agreed functions or we shall obtain for the customer a right of use in the product by concluding a licensing agreement. If we are unsuccessful in this regard within a reasonable time period, the purchaser may withdraw from the contract or reduce the purchase price appropriately. Any claims for damages by the purchaser are subject to the limitations with regard to liability in general according to the provision below (IX.) of these General Terms and Conditions of Sale and Delivery.
3. In the case of any infringement of rights by products from other manufacturers that we deliver, we shall at our discretion assert our claims against the manufacturers and suppliers for the account of the customer or assign the claims to the purchaser. Claims against us in these cases shall only arise according to the provision on warranty claims and liability if the judicial enforcement of the above claims against the manufacturer and suppliers has been unsuccessful or, for example, if asserting such rights appears futile on account of insolvency.

**X. General liability & damages in case of fault**

1. Our liability for damages, irrespective of the legal basis, in particular as the result of impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in the course of contractual negotiations and tortious acts, where based on fault, is limited according to the following provisions.
2. We are not liable for the ordinary negligence of our executive bodies, legal representatives, employees, or other vicarious agents, insofar as the violation is not involve a violation of essential contractual obligations. Essential obligations under the contract are timely delivery and installation of the delivered item, its freedom from defects of title and from quality defects that impair its function or fitness for use more than to an insignificant degree, as well as obligations to advice, protect and the duty of care that are designed to enable the purchaser's use of the product according to the contract or that are intended to protect the body and life of the purchaser's personnel or to protect the purchaser's property from significant damage. To the extent that we are liable on the basis of these provisions, such liability is limited to loss that we anticipated as a possible consequence of breaching the contract at the time that it was concluded or that we should have anticipated with normal care in the ordinary course of business. In addition, compensation shall only be paid for indirect loss and consequential loss that flow from the defects in the delivered product where such damage is typically to be expected when using the product as intended.
3. In the event of liability for ordinary negligence, our company's obligation to pay compensation for damage to property and resulting financial loss is limited to a lump-sum amount of €10,000,000 for injury and/or property damage and €250,000 for financial loss for each loss event, even for a breach of essential contract obligations.
4. The above exclusions and restrictions of liability apply to the same extent for the benefit of the executive bodies, legal representatives, employees, and other vicarious agents of our company.
5. To the extent that we provide technical information or act in an advisory capacity, and this information or advice is not included in the contractually agreed scope of performance owed by us, such activity is done gratuitous and excluding any liability.
6. The limitations of this provision do not apply to liability for intent, guaranteed characteristics, injury to life, body and health, or under the German Product Liability Act.

**XI. Retention of title**

1. The following provisions on retention of title are intended to secure all of our company's respective current and future existing claims vis-à-vis the purchaser arising from the supply relationships between the contracting parties for delivery of our products (including an outstanding balance from a current account relationship that is restricted to this supply relationship).
2. The goods we deliver to the purchaser remain the property of our company until full payment of all secured claims has been made. The goods and their substitutes under retention of title under the following provisions are hereinafter referred to as "reserved goods".
3. The purchaser keep the reserved goods safe for us free of charge. The purchaser may process and sell the reserved goods in the ordinary course of business, until enforcement of retention of title (see below). Any pledge and transfer of title for security purposes is not allowed.
4. If the reserved goods are processed by the purchaser, then it is agreed that the processing is done on behalf of and for the account of our company as the manufacturer, and we directly acquire ownership — or, if the processing is done with the materials of multiple owners, or the value of the processed item is higher than the value of the reserved goods — co-ownership (ownership of a share) in the newly created item in proportion to the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership occurs for our benefit, the purchaser hereby assigns to us as collateral the purchaser's future ownership or — in the above case — co-ownership in the newly created item. If the reserved goods are combined with another item into a single item or inseparably mixed and if one of the other items is to be treated as the principal item, we then proportionally assign to the purchaser co-ownership in the single item in the proportion under sentence 1, provided that the principal item belongs to us.
5. In the event of resale of the reserved goods, the purchaser hereby assigns to us by way of security the resulting claim vis-à-vis the buyer — in the case of our company's co-ownership in the reserved goods, proportionately according to the co-ownership share. This also applies to other claims that replace the reserved goods or otherwise arise with respect to the re-

**Bolte GmbH**

Flurstrasse 25  
D-58285 Gevelsberg  
Tel.: +49 (0)2332 55106-0  
Fax: +49 (0)2332 55106-11  
info@bolte.gmbh  
www.bolte.gmbh

Ohmstrasse 3  
D-85221 Dachau  
Tel.: +49 (0)8131 5159-0  
Fax: +49 (0)8131 5159-11



served goods, such as insurance claims or claims arising from tort in the event of loss or destruction. We revocably authorise the purchaser to collect the claim assigned to us in its own name. We may only revoke this authorisation to collect the claim in the case of enforcement.

6. If third parties seize the reserved goods, in particular, by way of attachment, the purchaser shall immediately advise them of our company's interest and inform us of this so that we can enforce our ownership rights. If the third party is not able to compensate us for the judicial or extra-judicial costs, the purchaser shall be liable to us in its relationship with us.

7. We shall release the reserved goods and the items or claims that replace them if their value exceeds the amount of the secured claims by more than 50%. We may choose which items are to be released under this provision.

8. If we cancel the contract due to breach of contract by the purchaser — in particular, for default in payment (enforcement), we may demand the return of the reserved goods and the purchaser must immediately hand over the reserved goods.

**XII. Offsetting & right of retention**

1. The purchaser may only offset against counterclaims if the counterclaims are undisputed by us or have been legally established against us. The purchaser can only assert a right to refuse payment or to retain goods if the purchaser's counterclaims on which the refusal to make payment or the retention are based are exclusively based on the contract with respect to which the retention is carried out or the claims are undisputed or have been legally established against us.

**XIII. The purchaser's duty to cooperate**

1. The purchaser's cooperation may be absolutely necessary for us to prepare an offer and to plan and carry out business in an appropriate manner and in accordance with the interests of the parties. The purchaser must therefore, if necessary, provide the following services promptly and in full under its duty to cooperate. If problems arise as a result of non-performance of cooperation services by the purchaser, such as delay in delivery, additional costs, in the worst case impossibility of performance of the contract, this shall be borne by the purchaser. Depending on the contract concluded, the purchaser must perform the following duties of cooperation:

- a) The customer must describe the product concerned in detail and in particular to indicate the intended use when making enquiries and requesting an offer.
- b) The purchaser must communicate whether the product to be delivered by us is to be employed at an unusual location, for example, at locations with special weather conditions or other environmental impacts.
- c) The purchaser must communicate the purchaser's intended performance specifications and intended use for the product. These specifications include, in particular, the exact definition of material properties and a corresponding performance catalogue that fully reflects the required performance of the product. Hence, the purchaser must provide us with performance/technical specifications for individualised production prior to an offer being made.
- d) The purchaser shall ensure that, if we are responsible for assembly, the employees we sent arrive to a clean location suited for the work to be performed for the assignment at the assembly site.
- e) The purchaser must grant our service, maintenance and installation personnel free access to the premises in which the services are to be performed.
- f) If installation is at the customer's location, the purchaser must provide a trained and suitable contact person for our personnel, who is available for questions and to provide information during the installation.
- g) If required, the purchaser shall provide additional support employees, tools, equipment, lubricants, adequate power supply, a water connection and similar, as required for performance of the work by us.
- h) If required, the purchaser shall provide our employees with lockable room to store our equipment.
- i) The purchaser must fully insure the locked-up items against fire and water damage.
- j) The purchaser must fully inform the personnel we employ with regard to applicable safety regulations at the purchaser's company prior to performing the work and, if necessary, the purchaser must equip the personnel with required special safety equipment.
- k) At its own expense and risk, the purchaser must ensure compliance with the statutory, official and other provisions that must be observed for the installation and the work performed by our employees and to operate our products at the purchaser's company.
- l) After we give notice that we are ready for acceptance, the purchaser must promptly (see below) complete acceptance of delivery.
- m) Upon request, the purchaser must provide information about the site at which the products to be delivered by us are used; upon request, the purchaser must, where applicable, also provide technical drawings, floor plans, and technical information with regard to the structural works as a whole, so that we may evaluate whether it is possible to employ our products at the site intended by purchaser at all.
- n) The purchaser must comprehensively take note of the operating and assembly instructions for our products and must exclusively use the products on the basis of these documents. The purchaser must train its employees to use the products we deliver before using the products, with the aid of the operating and assembly instructions. If the purchaser fails to comply with the above provisions and if loss occurs as a result, the purchaser shall be liable for such fault.

**Bolte GmbH**

Flurstrasse 25

D-58285 Gevelsberg

Tel.: +49 (0)2332 55106-0

Fax: +49 (0)2332 55106-11

info@bolte.gmbh

www.bolte.gmbh

Ohmstrasse 3

D-85221 Dachau

Tel.: +49 (0)8131 5159-0

Fax: +49 (0)8131 5159-11



The above list is expressly not exclusive with regard to the duty to cooperate. Depending on the contract concluded and the services to be rendered under the contract, the purchaser may have other services to perform under its duty to cooperate, where necessary. Such services must be provided by the purchaser within the ordinary course of business.

2. If the products we deliver are to be integrated into a network and/or controlled by computers that are integrated into or within a network, the customer must then ensure that data backup measures are implemented. In this case, the customer must carry out a complete data backup directly before initial installation of our products, so that, in the event of data loss, the relevant data can again be immediately and cost-effectively restored.

3. If the customer does not comply with its duties to cooperate, after setting a deadline we may — but are not required — perform the actions that the customer is required to perform for the customer and at the customer's expense. Otherwise, our statutory rights and claims remain unaffected hereby, which means that, after setting a grace period, we also have the option of terminating the contract if other conditions are met.

**XIV. Acceptance of delivery**

1. If the service to be provided by us requires acceptance of delivery (a contract to produce a work), the duties with regard to acceptance of delivery (or prior thereto if applicable) are governed by the following conditions:

- a) If we have agreed a preliminary acceptance procedure for the product to be supplied, this preliminary acceptance procedure shall take place within a period of no more than 10 days after notice of readiness for the preliminary acceptance. If there is a fixed date for the preliminary acceptance procedure, this date is binding. The preliminary acceptance procedure must be carried out at the site where the product was created, i.e. normally at our plant in Gevelsberg or, if applicable, at the plant of our supplier.
- b) When carrying out preliminary acceptance, preliminary accepted is recorded in writing or in text form, noting the persons involved, the date, the time, and the finding with regard to the level of performance. The preliminary acceptance report should also contain an anticipated completion date. The preliminary acceptance report shall be provided to the parties involved in the preliminary acceptance procedure.
- c) If the purchaser is unable to conduct preliminary acceptance within the set period, we will then perform preliminary acceptance internally and provide the purchaser with a corresponding report.
- d) Acceptance covers the product owed under the contract, including the operating instructions to be provided. Acceptance involves the specifications previously provided by the purchaser, the presence of warranted characteristics, if any, and a finding as to proper condition of the product as a whole. A precondition for acceptance of delivery is that we provide the purchaser with all the work results and give notice of readiness for acceptance of delivery.
- e) After notification that the goods are ready for acceptance, the customer must begin to inspect the goods for acceptance within three working days. Alternatively, we may agree a joint acceptance date with the purchaser.
- f) If acceptance fails, the purchaser must provide us with a list in writing or text form of all the defects that prevent acceptance.
- g) In the above case, we may inspect the product within a reasonable period and, if defects are confirmed, provide the product in an acceptable conditions free of defects. In this regard, the grace period to be set for eliminating defects may not be less than four weeks and shall be determined on a case-by-case basis by the complexity of the product to be created. Within the framework of subsequent testing, only the reported defects will be tested, as long as it is possible to test their function in isolation.
- h) Following successful acceptance, the purchaser must state the purchaser's acceptance of the product in writing within five days.
- i) The purchaser may not refuse to accept delivery on account of immaterial defects. However, we must also promptly correct immaterial defects. Hence, immaterial defects must also be individually listed in detail in the acceptance report.
- j) If acceptance fails at least three times due to the existence of defects, the purchaser may assert the rights to which the purchaser is entitled by statute, in particular to withdraw from the contract and, if there is a culpable violation of obligations on our part, to demand compensation.

**XV. Build-to-order production**

1. If we develop, design, manufacture, and deliver products on behalf of the purchaser for the purpose of resale by the purchaser as its own products, the following special provisions apply in addition:

- a) For build-to-order production, the customer may advertise and distribute the products in its own name and under its own brand.
- b) Depending on the product to be produced on behalf of purchaser, the purchaser may mention us on the product as the manufacturer (depending on the required CE or other manufacturer's identification).
- c) If purchaser intends to distribute the product exclusively itself under its own name, the purchaser is then liable as the manufacturer according to the German Product Liability Act and statutory provisions. In this case, it is the purchaser's responsibility to ensure compliance with the statutory provisions, obtain approvals and monitor the product.
- d) For build-to-order production, the pricing takes into account the fact that the customer indemnifies us against all obligations with regard to manufacturer and product liability and regarding official and other approvals.

**Bolte GmbH**

Flurstrasse 25  
D-58285 Gevelsberg  
Tel.: +49 (0)2332 55106-0  
Fax: +49 (0)2332 55106-11  
info@bolte.gmbh  
www.bolte.gmbh

Ohmstrasse 3  
D-85221 Dachau  
Tel.: +49 (0)8131 5159-0  
Fax: +49 (0)8131 5159-11



- e) If the purchaser provides us with goods or raw materials from which products are to be produced for the purchaser, the purchaser then assumes full liability and responsibility for the primary products that are provided being of adequate condition and quality.

**XVI. Right of use for the provision of software**

1. If software is contained and/or built in to the scope of delivery of our products, the purchaser is granted a non-exclusive, simple right of use in the delivered software, including the documentation. The software is exclusively provided for use on and in connection with the delivered product. The products we deliver with the software that we provide generally form a single unit and are not intended to be marketed separately from the product. Therefore, the use of the software on more than one device/system is not allowed. For software, the purchaser is only entitled to the statutory claims and rights under Sections 69(a) ff. of the German Copyright Act (UrhG). If the products and software we deliver have a copyright notice, the purchaser must maintain this copyright notice and is not authorised to remove it.

**XVII. Final provisions**

1. If the purchaser is a merchant, a legal entity under public law or a special fund under public law or if the purchaser does not have any general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any dispute arising from the business relationship between us and the purchaser is, at our discretion, our registered office in 58285 Gevelsberg or the registered office of the purchaser. However, for legal action against us, the exclusive place of jurisdiction is 58285 Gevelsberg. Compulsory statutory provisions concerning exclusive jurisdictions remain unaffected.
2. The relationship between us and the purchaser is subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts of International Sale of Goods of 11/04/1980 (CISG) expressly does not apply.
3. Verbal subsidiary agreements, contract amendments and contract supplements must be in written form or in text form to be legally valid. This also applies to amending the content of the contract and parts of these General Terms and Conditions and to revoking this requirement of written form.
4. Where there are omissions in the provisions of the contract or these General Terms and Conditions of Sale and Delivery, then those legally valid provisions shall be deemed agreed that the contracting parties would have agreed according to the economic purpose of the contract and the purpose of these General Terms and Conditions if they had known of the omission in order to apply the provisions that contain omissions.