General Terms and Conditions – profine GmbH

§ 1 Scope of Application – Form

(1) Our General Terms and Conditions of Sale, Delivery, and Payment ("GTC") apply exclusively to all business relationships with our customers and, where applicable, also to other business partners ("Purchaser"). Any terms and conditions of the Purchaser that conflict with or deviate from our GTC shall not become part of the contract, even if we do not expressly object to them, unless we have expressly agreed to their validity in writing. Our GTC shall also apply if, despite being aware of terms and conditions of the Purchaser that conflict with or deviate from our GTC, we carry out the delivery or service to the Purchaser without reservation or accept payments. Individual contractual agreements take precedence over our GTC.

(2) Our General Terms and Conditions apply to all subsequent transactions with the purchaser, even if they are not expressly referred to again in individual cases.

(3) They also apply to all orders placed through our online store and via the EDI interface.

(4) Our General Terms and Conditions apply only to business entities as defined in § 15 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.

(5) Where "written form" is required in the following provisions, this shall also be understood to include "text form," unless text form is expressly excluded.

(6) These General Terms and Conditions apply equally to the delivery of goods and the provision of services. In cases where separate provisions are required for services, these apply only to the provision of services.

(7) The version of the General Terms and Conditions valid at the time the contract is concluded shall be decisive.

(8) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply to the extent that they are not directly amended or expressly excluded in these General Terms and Conditions.

(9) Our General Terms and Conditions also apply when our affiliated companies, as defined in § 15 et seq. of the German Stock Corporation Act (AktG), enter into a business relationship with customers. They can be found on our website as well as on the websites of our affiliated companies.

§ 2 Conclusion of Contract – Subject Matter of the Contract – Provision of Services

(1) Our offers are subject to change and non-binding. The presentation and promotion of items, particularly in our sales materials and on the Internet–especially in the online store–do not constitute a binding offer to conclude a sales contract.

(2) The minimum order value can be found in the currently valid price list and the corresponding "Appendix to the Price List." If the desired delivery quantities are above average, such increased quantities must be requested in writing in advance and confirmed by us before an order can be placed.

(3) By placing an order–whether by telephone, fax, email, or any other means–the customer submits a legally binding order (offer). The customer is bound by the order for a period of two weeks following its submission. An order is also deemed to have been placed when it is submitted via the online store or through the EDI interface.

(4) Orders are considered a binding contractual offer and are deemed accepted only when the customer receives an order confirmation from us in writing or when the orders are fulfilled within a reasonable period after receipt of the order (acceptance). In this case, the invoice serves as the order confirmation.

(5) If we provide consulting services or technical information (services), these are not part of the scope of ser-

vices contractually owed, unless we enter into a contract solely for the provision of services. Insofar as this constitutes a gratuitous ancillary service, we exclude any liability; in particular, § 13 below does not apply in this regard.

§ 3 Prices – Shipping Costs – Security – Terms of Payment – Default

(1) Unless otherwise specified in the order confirmation, our prices are "ex works" (EXW, Incoterms 2020) plus applicable sales tax.

(2) For orders below the minimum order value, we charge surcharges, which the customer can find in the currently valid price list and the accompanying "Appendix to the Price List."

(3) If the delivery constitutes an intra-Community supply, the customer is required to provide, upon establishment of the business relationship and with each subsequent order, the value-added tax (VAT) ID under which the delivery is to be made. The customer confirms that the VAT ID provided is valid at the time of delivery (§ 6a (1)-(4) of the German Value-Added Tax Act (UStG)). If the customer fails to provide a VAT ID or provides an incorrect one, and we are consequently denied the tax exemption, the following § 13 (2) shall apply.

(4) Our price lists and our offers–in particular those in sales materials, on the Internet, and in the Kömmerling Online Shop–are non-binding. The prices stated in the order confirmation are valid subject to the condition that the order details on which the offer was based remain unchanged, but for no longer than two weeks after the order confirmation is received by the customer.

(5) If, between the order confirmation and delivery, there is a significant increase or decrease in costs or expenses for production, storage, and transportation–particularly to the extent that such changes are due to changes in taxes and duties, energy and labor costs, or raw material/material prices, or changes to specifications by the customer, or exchange rate fluctuations, we are entitled to make a reasonable adjustment to the prices following prior written notice. The prices valid on the day of delivery shall apply, plus the material cost surcharge applicable at that time.

(6) The prices of raw materials, such as ethylene and naphtha in particular, are highly volatile. For this reason, we charge a material cost surcharge on goods that contain the aforementioned raw materials.

(7) Partial deliveries may be invoiced separately. If partial deliveries are made at the customer's request, we are entitled to charge the resulting additional costs separately.

(8) We reserve the right to demand advance payment or security in the amount of the invoice total for a delivery if, after the conclusion of the contract, circumstances arise or become apparent that appear to jeopardize the fulfillment of our claim. If the customer fails to provide security or make an advance payment within a reasonable period of time after our request, we are entitled to withdraw from the contract.

(9) Unless otherwise agreed between the contracting parties, our claim becomes due upon delivery (pro rata in the case of partial deliveries).

(10) Unless otherwise specified in the order confirmation, the purchase price is payable net (without deduction) within 30 days of the due date and from the invoice date.

(11) If the customer defaults on payment, we are entitled to charge default interest at a rate of 8% per annum above the applicable base interest rate (§ 247 BGB).

(12) Without prejudice to our other rights, in the event of the customer's default in payment, we are entitled to withhold any outstanding deliveries under the contract or other similar contracts arising from the business relationship with the customer until the purchase price has been paid in full.

(13) The purchaser is entitled to rights of set-off and retention only if its counterclaims are undisputed, have been legally established, and have been acknowledged by us. Checks, bills of exchange, or the assignment of claims against third parties will be accepted only upon prior specific agreement, for the purpose of performance and not in lieu of performance. Acceptance does not constitute a deferral of the original claim. Discount charges and stamp duties shall be borne by the purchaser and are payable immediately upon acceptance.

§ 4 Delivery – Transfer of Risk – Shipping

(1) Unless expressly agreed otherwise in the contract or in the order confirmation, delivery of the subject matter of the contract shall be "ex works" (EXW, Incoterms 2020). In this case, performance is deemed to have occurred upon handover to the first carrier or to the freight forwarder. Upon such handover, the risk of transport passes to the purchaser.

(2) The risk of loss or damage to the subject matter of the contract passes to the purchaser at the time the delivery is handed over to the first carrier or freight forwarder. If an acceptance is agreed upon, it shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services apply mutatis mutandis to an agreed acceptance. The handover or acceptance is deemed to have taken place if the customer is in default of acceptance.

(3) We are entitled to refuse handover to the carrier if secure loading in accordance with VDI Guideline 2700 cannot be guaranteed due to the condition of the transport vehicle provided by the carrier, or if, in our reasonable judgment, the transport vehicle does not meet the requirements of the German Road Traffic Licensing Regulations (StVZO) necessary for the vehicle to be operated on public roads.

(4) Unless expressly agreed otherwise, we shall select the type of packaging at our discretion. If the delivery is made in wooden crates, these may remain with the purchaser or be returned to us; the return is free of charge for the purchaser.

(5) If delivery is made in steel crates, these remain our property (on loan) and must be returned by the customer within 20 business days upon our request (reusable system). Transfer to third parties is not permitted. If we do not request the return of the steel crates and do not promptly issue a reminder for their return, this does not constitute a waiver of the right to their return.

(6) Should an industry-wide solution regarding the payment of a lease or rental fee for steel crates used for transportation purposes be established in the future, this industry solution shall automatically become part of these General Terms and Conditions and thus part of existing contracts.

(7) While the steel cassettes are in the customer's possession, the customer is obligated to store them properly, not to use them for any purpose other than their intended use, and to mark them as our property. The steel cassettes must be returned immediately upon our first request. If the customer is unable to return individual steel cassettes, the customer is obligated to provide a replacement.

§ 5 Delivery Time – Rights in the Event of Delay

(1) Unless otherwise agreed, the written order confirmation shall be decisive for our delivery time. The calculation of the delivery time is based on the currently valid price list and the currently valid "Appendix to the Price List." The start of the delivery time specified by us is contingent upon the binding agreement of all details characterizing the subject matter of the contract. If the delivery time is interrupted due to the customer's conduct, we are entitled to set a new, reasonable delivery time by notifying the customer in writing.

(2) Delivery times specified in documents other than the order confirmation are not guaranteed. If they are not met, this does not give rise to any claim for damages.

(3) Our fulfillment of our delivery obligation is contingent upon the timely and proper fulfillment of the purchaser's obligations, in particular the purchaser's provision of necessary documents, approvals, clearances, or down payments.

(4) Partial deliveries are permitted.

(5) In the event of a delay in delivery, the purchaser is entitled to rescind the contract after a reasonable grace period, set in writing to us, has expired without result. Setting a grace period is not required if we seriously and definitively refuse to perform, if a fixed-date transaction (§ 323(2)(2) BGB, § 376 HGB) has been agreed upon, or if special circumstances exist that, upon weighing the interests of both parties, justify immediate withdrawal.

(6) If the purchaser asserts claims for damages due to a delay in performance, our liability for damages–provided that no intentional breach of contract is proven against us–is limited in amount to foreseeable, typically occurring damages. However, this does not include loss of profits.

§ 6 Obligations of the Purchaser—Default in Acceptance

(1) If the purchaser breaches its obligation to accept the subject matter of the contract or any other obligations to cooperate, we are entitled to demand compensation for the damages incurred by us, including any additional expenses, in particular for storage. In addition, we are entitled to invoice the purchaser for the subject matter of the contract.

(2) Unless other deadlines are expressly agreed upon, call-off orders must be called off within an acceptance period of no more than six months. If the purchaser does not call off the entire order within this period, this shall be deemed a breach of the obligation to accept the quantities not yet called off. In this case, our rights are governed by paragraph (1).

(3) If the conditions set forth in paragraph (1) or (2) are met, the risk of accidental loss or accidental deterioration of the subject matter of the contract shall also pass to the purchaser at the time the purchaser falls into default of acceptance or payment. We reserve the right to assert further claims.

§ 7 Force Majeure

(1) If, as a result of force majeure, it becomes impossible or unreasonably difficult for us to fulfill our contractual obligations, these obligations shall be suspended until the obstacle is removed. This shall also apply if we are already in default with our performance. We are obligated to notify the purchaser immediately of the onset and end of such force majeure. Should such an obstacle persist for longer than three (3) months, either party is entitled to withdraw from the contract; any statutory rights of withdrawal remain unaffected by this provision.

(2) Force majeure within the meaning of paragraph (1) refers to external, unforeseeable, and unavoidable obstacles, such as, in particular, labor disputes, natural disasters, shortages of raw materials and energy, fire, war/armed conflicts and civil unrest, as well as epidemics and pandemics or other events for which we are not responsible, regardless of whether they occur in our own operations or in a third-party facility on which the manufacture or transport of the subject matter of the contract substantially depends.

§ 8 Retention of Title

(1) We reserve title to the subject matter of the contract until all claims arising from our ongoing business relationship with the purchaser have been satisfied.

(2) The purchaser is obligated to treat the subject matter of the contract with due care for the duration of the retention of title.

(3) The purchaser must notify us immediately in writing if the subject matter of the contract is seized or subject to other interventions by third parties, so that we may file a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO). To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO), the purchaser shall be liable for the loss incurred by us.

(4) The purchaser is entitled to resell the subject matter of the contract in the ordinary course of business; however, the purchaser hereby assigns to us all claims in the amount of the final invoice amount (including sales tax) arising from the resale against its customers or third parties, regardless of whether the subject matter of the contract was resold without or after processing. We accept the assignment. The purchaser remains authorized to collect this claim even after the assignment. Our right to collect the claim ourselves remains unaffected by this. We undertake, however, not to collect the claim as long as the purchaser meets its payment obligations from the proceeds received, is not in default of payment, and, in particular, no petition for the opening of insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we may demand that the purchaser disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment.

(5) Any processing or transformation of the subject matter of the contract by the purchaser shall always be carried out on our behalf. If the subject matter of the contract is processed together with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the subject matter of the contract (final invoice amount, including sales tax) to the value of the other processed items at the time of processing and to the value of the processing. The purchaser shall hold the sole or co-ownership thus created in safekeeping for us free of charge. In all other respects, the same provisions shall apply to the item created by processing as to the subject matter of the contract delivered under retention of title.

(6) If the subject matter of the contract is inseparably combined or mixed with other items not belonging to us, paragraph (5) shall apply mutatis mutandis, provided that if the combination or mixing is carried out in such a way that the customer's item is to be regarded as the principal item, it shall be deemed agreed that the customer transfers proportional co-ownership to us.

(7) We undertake to release the security to which we are entitled and which has been transferred to us at the purchaser's request to the extent that the value of our security exceeds the claims to be secured by more than 20%; we shall decide on the selection of the security to be released at our reasonable discretion, taking into account the purchaser's legitimate interests.

§ 9 Quality – Rights in the Event of Defects

(1) The order shall be executed in accordance with the general state of the art, within the scope of technically necessary material- and process-related tolerances, and in commercially standard quality. We reserve the right to industry-standard scrap, commercially acceptable deviations regarding design, shape, color, weight, and material composition, as well as production-related quantity deviations of up to 10% for custom-made products or up to 20% for delivery quantities of fewer than 25,000 units. This also applies if the order was based on a sample. We expressly reserve the right to technically unavoidable die-cutting and folding variations of up to +/-1–2 mm. These do not constitute a defect and do not entitle the customer to assert claims for defects.

(2) In the event that the intended characteristics of the subject matter of the contract or the service have been bindingly agreed upon with the purchaser, we reserve the right to make changes to the extent that they are required by mandatory legal provisions and are reasonable for the purchaser. If such changes are unreasonable, the purchaser has the right to withdraw from the contract.

(3) The purchaser's warranty rights are contingent upon the purchaser having duly fulfilled its obligations to inspect and give notice of defects pursuant to § 377 of the German Commercial Code (HGB). The purchaser shall allow us to inspect the subject matter of the contract reported as defective without delay, following prior notice and during normal business hours.

(4) If a defect in the subject matter of the contract exists at the time of transfer of risk (§ 5 (2)), we have the right to choose whether to provide subsequent performance by remedying the defect or by delivering a defect-free item. If both remedying the defect and delivering a defect-free item would entail disproportionate costs, we have the right to refuse subsequent performance.

(5) The purchaser's right to rescind the contract or to demand a reduction in the purchase price is governed by the statutory provisions.

(6) The following § 13 applies to claims for damages due to a defect.

(7) The purchaser shall have no claim for warranty or damages, in particular in the following cases: (a) unsuitable or improper use, in particular violations of our processing guidelines, (b) faulty installation or commissioning by the purchaser or third parties, (c) modifications to the subject matter of the contract by the purchaser or third parties, (d) unsuitable operating materials or replacement materials, (e) normal chemical, electrochemical, or electrical influences, (f) improper handling or storage.

§ 10 Intellectual Property Rights, Confidentiality

(1) If documents, drawings, specifications, or samples are made available to the purchaser, this does not constitute a transfer of intellectual property rights; ownership remains with us. Upon request, these documents, drawings, specifications, or samples must be returned immediately. Furthermore, they may not be made available to third parties without our prior written consent, even after the termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions regarding the protection of trade secrets remain unaffected.

(2) The purchaser warrants that no third-party intellectual property rights will be infringed if products are manufactured according to drawings, specifications, samples, or using parts provided by the purchaser. The purchaser shall indemnify us against any claims by third parties in this regard. If a third party prohibits us from manufacturing or delivering goods by invoking a property right belonging to that third party, we shall be entitled to cease work immediately without being obligated to examine the legal situation.

(3) Documents, drawings, specifications, or samples provided to us by the purchaser shall be returned in writing upon request. Otherwise, they shall be destroyed after six months.

(4) To the extent that our trademarks are affixed to goods delivered by us, they may be used by the customer, in particular on products manufactured by the customer from the goods delivered by us. Use of our trademarks is strictly limited to the goods delivered by us and products manufactured from them. The right of use shall terminate upon the termination of the business relationship. The purchaser shall not use our trademarks as part of its business name, either during the term of the business relationship or after its termination, nor shall it register them for itself as a trademark or any other business designation.

§ 11 Compliance with Due Diligence Obligations (Supply Chain Due Diligence Act – LkSG)

(1) The purchaser warrants that it will comply with the currently applicable due diligence obligations (human rights and environmental standards) set forth in § 2, paragraphs (2) – (4) of the LkSG, to the extent that the LkSG applies to it. The Purchaser shall, to the extent possible and reasonable, work to ensure that its suppliers and customers also comply with the due diligence obligations (human rights and environmental standards) pursuant to § 2, paragraphs (2) – (4) of the LkSG, to the extent that the LkSG also applies to them.

(2) If the LkSG does not apply to the Purchaser, the Purchaser warrants that it will nevertheless comply with minimum standards regarding human rights and environmental due diligence obligations and will provide us with written confirmation of this upon request.

§ 12 Sanctions

(1) The purchaser warrants that it will comply with all sanctions imposed, in particular, by the European Union and the United States, especially if it inseparably combines our products with other products or processes or transforms them.

(2) The Purchaser further warrants, in particular, that neither the Purchaser nor its board of directors, its management, or the employees of any of its companies and its affiliated companies within the meaning of § 15 et seq. of the German Stock Corporation Act (AktG) are subject to any of the European Union's embargo regulations.

(3) The purchaser warrants that it will not take any actions or fail to take any actions that would cause us to violate applicable sanctions.

(4) If the subject matter of the contract consists of goods or technologies pursuant to Article 12 g (1) of Regulation (EU) No. 833/2014, the purchaser must fulfill the resulting obligations. The Seller shall inform the Buyer of the applicability of Article 12 g (1) of Regulation (EU) No. 833/2014 and, if required by law, request appropriate confirmations of compliance with the obligations under Articles 12 g, 12 ga, and 12 gb of Regulation (EU) No. 833/2014.

(5) Pursuant to Article 12 g (1) of Regulation (EU) No. 833/2014, the Buyer is obligated and warrants that the subject matter of the contract–in particular, any type of goods and technologies–will not be exported to Russia or exported for use in Russia. The purchaser is further obligated to contractually require its customers to comply with this provision in accordance with Article 12g(1) of Regulation (EU) No. 833/2014. In the event of a violation of this provision (4), the purchaser is obligated to immediately implement appropriate remedial measures.

(6) Pursuant to Article 12 ga (1) of Regulation (EU) No. 833/2014, the Purchaser is obligated and warrants that, in the event of the sale, licensing, or other transfer of intellectual property rights or information protected by intellectual property law or as trade secrets, the use of such intellectual property rights, trade secrets, or other information related to the subject matter of the contract–which are intended, directly or indirectly, for sale, delivery, transfer, or export to Russia, or for use in Russia–is prohibited. The Purchaser is further obligated to contractually require its customers to comply with this provision in accordance with Article 12 ga (1) of Regulation (EU) No. 833/2014. In the event of a violation of this provision (4), the Purchaser is obligated to immediately implement appropriate remedial measures.

(7) Pursuant to Article 12 gb (1) of Regulation (EU) No. 833/2014, the purchaser is obligated to identify and assess the risks associated with the export of the subject matter of the contract to Russia and its export for use in Russia, and to take appropriate measures. The risk assessment must be documented.

(8) Paragraphs (4) - (7) apply mutatis mutandis to Belarus pursuant to Regulation (EC) No. 765/2006.

§ 13 Claims for Damages – Scope of Liability

(1) In all cases other than those involving default (as defined in § 5 above), our liability for damages–whether arising from contractual or non-contractual claims–is governed exclusively by the following provisions.

(2) If, in the case of an intra-Community supply, the customer provides an incorrect VAT ID or fails to provide one at all, and we are therefore denied the tax exemption, the customer is obligated to reimburse us for the VAT due (§ 6 a (4) of the German Value-Added Tax Act (UStG)).

(3) To the extent that we have fraudulently concealed a defect in the subject matter of the contract or have assumed a warranty regarding the quality of the subject matter of the contract, we shall be liable for damages in accordance with the statutory provisions.

(4) Furthermore, we are liable for damages resulting from injury to life, limb, or health that are attributable to a negligent or intentional breach of duty on our part, including on the part of our representatives or agents, in accordance with statutory provisions.

(5) We are also liable in accordance with statutory provisions if the customer asserts claims for damages based either on intentional or grossly negligent conduct on our part–including that of our representatives or agents–or on our culpable breach of a material contractual obligation. However, unless we are found to have acted with intent, our liability for damages in such cases is limited to foreseeable, typically occurring damages.

(6) Furthermore, we are liable in accordance with the mandatory provisions of the Product Liability Act.

(7) In all other respects, our liability for damages is excluded. Unless otherwise provided in paragraphs (2) - (5) above, we are therefore not liable for damages that did not occur to the subject matter of the contract itself, nor for claims for damages arising from the breach of ancillary obligations resulting from a contractual relationship or the law that are not material contractual obligations (such as defective advice, care, or information, packaging design, and handling instructions), as well as for compensation for lost profits, lost savings, indirect damages, and consequential damages, and for claims arising from non-contractual liability, including product liability pursuant to § 823 of the German Civil Code (BGB). Claims that arose prior to the conclusion of the contract remain unaffected by this provision.

(8) We exclude any liability in cases where the provision of a service (consulting, technical information) constitutes a gratuitous ancillary service (in accordance with § 2 (5) above). In all other respects, this § 13 applies equally to the provision of other services.

(9) To the extent that our liability is excluded or limited, this also applies to the personal liability of our legal representatives and governing bodies, as well as our employees, agents, and vicarious agents.

(10) If the proven defect relates to third-party products used by us, our liability is limited to the assignment of the claims to which we are entitled against the supplier of the third-party products (“upstream supplier”). Should the claim against the upstream supplier fail, in particular because the latter is subject to insolvency proceedings, the purchaser shall be entitled to claims against us in accordance with this § 13.

§ 14 Statutes of Limitations

(1) Warranty claims arising from defects in the subject matter of the contract shall be barred after one (1) year from the transfer of risk (in accordance with § 4 (2) above), unless the purchaser asserts claims based on a defect that we fraudulently concealed or based on a guarantee we assumed for a longer period regarding the quality of the subject matter of the contract. If the subject matter of the contract was used in accordance with its customary purpose in a building and caused the building’s defectiveness, the statutory limitation period shall apply notwithstanding the first sentence.

(2) Withdrawal from the contract and reduction of the purchase price due to defects in the subject matter of the contract are ineffective under § 218 of the German Civil Code (BGB) if the claim for subsequent performance is time-barred.

(3) The statute of limitations for recourse claims under the provisions governing the sale of consumer goods (§ 479 BGB) remains unaffected by paragraphs (1) and (2).

(4) The following applies to the statute of limitations for claims for damages:

(a) The statute of limitations period is one (1) year.

(b) For claims arising from defects in the subject matter of the contract, the limitation period begins upon the transfer of risk (in accordance with § 4 (2) above).

(c) For all other claims, the statute of limitations begins at the time the claim arose and the purchaser became aware of–or could have become aware of–the circumstances giving rise to the claim and the fact that we are liable for the claim. It ends no later than upon the expiration of the statutory maximum periods set forth in § 199, paragraphs (2) and (3) of the BGB.

(d) However, the statutory limitation provisions apply to all claims arising from gross negligence, the assumption of a guarantee, injury to life, limb, or health, as well as to claims under the Product Liability Act.

§ 15 Data Protection

The purchaser shall comply with data protection regulations (GDPR, BDSG), in particular the principles of data minimization, storage limitation, purpose limitation, integrity, and confidentiality, and shall process personal data only if such processing is necessary, proportionate, and appropriate. The purchaser shall comply with requests for access and erasure from data subjects without delay.

§ 16 Assignment – Jurisdiction – Place of Performance – Governing Law

(1) The purchaser is not entitled to assign rights and obligations arising from the business relationship to third parties without our express written consent.

(2) The exclusive venue for all disputes arising in connection with the contract and its performance is our place of business; however, we are also entitled to sue the purchaser in the court having jurisdiction over the purchaser's place of business.

(3) Unless otherwise specified in these General Terms and Conditions or in the order confirmation, the place of performance is our registered office.

(4) The applicable law is the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws (IPR).

(5) Should any individual provisions of these General Terms and Conditions be invalid or unenforceable, or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions shall remain unaffected.

As of September 2026