

# General Terms and Conditions for the Delivery of Machines, Systems, Tools, and Spare Parts

## I. Scope of application, deviating terms and conditions of the Purchaser

1. For all offers and declarations of acceptance, for all deliveries and services as well as for all contracts concerning machines, plants, tools and spare parts (hereinafter also referred to collectively as: "good", "goods" or "delivery item") between OTTO BIHLER Maschinenfabrik GmbH & Co. KG ("Supplier") and the Purchaser, these **General Terms and Conditions for the Delivery of Machines, Systems, Tools and Spare Parts** shall apply ("Terms and Conditions of Delivery").
2. These Terms and Conditions of Delivery shall apply exclusively. Conflicting or deviating terms and conditions of the Purchaser shall not be recognized unless the Supplier has expressly agreed to them in individual cases.
3. In the case of ongoing business relations, these Terms and Conditions of Delivery shall also apply to all future contracts for the supply of machines, systems, tools and spare parts between the Supplier and the Purchaser, even if no express reference has been made to these Terms and Conditions of Delivery in individual cases.

## II. Written- / text form, offer, order, conclusion of contract, documents, technical changes and extensions

1. Offers made by the Supplier shall be subject to change without notice unless they are expressly designated or agreed as binding in writing. For machines and parts for which the Supplier cannot warrant the delivery of spare parts or repairs due to the availability situation ("discontinued parts"), the Supplier's offer loses its validity if and to the extent that the stock is exhausted by the time the order is received. The Supplier shall inform the Purchaser in good time if the parts in question have been discontinued so that the Purchaser can still obtain sufficient spare parts if he has previously accepted the offer. An enforceable contract shall only come into effect upon written confirmation by the Supplier of the order received by the Supplier, but at the latest upon acceptance of the delivery by the Purchaser.
2. The documents belonging to the offer, such as drawings and similar information in physical or non-physical condition, weight and measurement data, cost estimates, calculations ("documents"), are only approximate unless they are expressly designated as binding; in particular, they do not represent a warranty of quality and can be further developed in the course of the subsequent processing of the project. The Supplier reserves all property rights, copyrights and other industrial property rights to the documents - also in electronic form. The documents provided to the Purchaser by the Supplier may not be reproduced or made accessible to third parties without the express written consent of the Supplier. For documents designated by the Purchaser as confidential or otherwise recognizable as confidential, the Supplier is obliged to only make these accessible to third parties with the Purchaser's consent.
3. Technical changes or extensions to the subject matter of the contract after conclusion of the contract at the request of the Purchaser which entail additional costs and/or a postponement of the delivery period shall require an additional written order by the Purchaser and a written confirmation of this additional order by the Supplier. The Supplier shall submit to the Purchaser a cost estimate of the additional costs and, if applicable, inform the Purchaser of the postponement of the delivery period as soon as the extent thereof becomes apparent.

## III. Prices, price changes, payment, right of retention/offset of the Purchaser, interest on payment due date, default of payment, deterioration of assets

1. Unless otherwise agreed, prices shall be ex-works including loading at the works, but excluding packaging, unloading, assembly, installation and commissioning at the Purchaser's premises, plus the statutory value added tax applicable at the time. Prices for spare parts shall always be understood without assembly at the Purchaser's premises. Assembly by the Supplier's service technicians shall be invoiced on a time and material basis on the basis of the applicable "Terms and Conditions for Personnel Services in Technical Customer Service" (which can be found via this [link](#)). Insofar as supporting work by the Purchaser is required for the assembly, the costs incurred for personnel and machinery shall be borne by the Purchaser.
2. Unless otherwise agreed, the prices stated in the order confirmation shall be deemed fixed prices until the agreed delivery date. If no fixed price agreement has been made and delivery takes place more than four months after conclusion of the contract, the Supplier shall be entitled, in the event of changes in costs, to reasonably adjust the prices in accordance with the changes that have occurred in the meantime in wages, salaries, material and production costs.
3. Unless a fixed price has been agreed, the prices for tools and tool equipment shall be deemed to be indicative values open at the top and bottom, as they are calculated on the basis of the expected expenditure.
4. Unless otherwise agreed, payments are to be made in cash without deduction free paying place of the Supplier, namely
  - a. for machines without tools and for standard products
    - i. 1/3 of the order value upon receipt of the Supplier's order confirmation by the Purchaser,
    - ii. The balance on delivery.
  - b. in the case of machines with tools (installations)
    - i. 1/3 of the order value upon receipt of the Supplier's order confirmation by the Purchaser,
    - ii. 1/3 at the end of half of the agreed delivery period, the balance at the time of delivery.
  - c. for spare parts and in all other cases upon delivery.
5. The Purchaser may only assert a right of retention with regards to the Supplier's delivery or performance if it is based on undisputed or legally ascertained claims from the same contractual relationship. The Purchaser may only offset undisputed or legally ascertained counterclaims.
6. In the event of default of payment by the Purchaser, the Supplier shall be entitled to charge the Purchaser interest on arrears at a rate of 9 percentage points above the base rate; the right to assert further claims for damages shall not be affected.
7. If it becomes apparent to the Supplier, after conclusion of the contract, that its claim to consideration from the Purchaser is or becomes endangered, the Supplier may demand that the Purchaser provides security for it. If the Purchaser is in default with the payment of the purchase price, if its financial circumstances deteriorate substantially or if such a deterioration threatens or if it fails to provide the required security within the set period, the Supplier shall be entitled to withdraw from the contract by charging its expenses and lost profit. The same shall apply if a request for the opening of insolvency proceedings is filed against the Purchaser's assets. Further legal claims in the event of termination or withdrawal for reasons for which the Purchaser is responsible shall remain unaffected by the above provisions.

#### IV. Delivery period, delivery dates/periods, acceptance, partial deliveries/performances, force majeure, delay in delivery, delay in acceptance, obligations of the Purchaser

1. The delivery period shall commence upon conclusion of the contract pursuant to Clause II.1., but not prior to the provision of any documents, permits and releases to be procured by the Purchaser and not prior to receipt of an agreed down payment. If the order confirmation specifies a delivery date determined by the calendar, this date shall be extended by the time elapsed until the above conditions have come into effect, unless the Supplier is responsible for the delay.
2. The delivery period shall be deemed to have been observed if the delivery item has left the factory by the time it expires or if the Supplier has notified the Purchaser that it is ready for dispatch. If acceptance is to take place, the date of acceptance, or alternatively the notification of readiness for acceptance, shall be decisive for compliance with the delivery period - except in the case of unjustified refusal of acceptance.
3. Partial deliveries are permissible to a reasonable extent for the Purchaser as well as by a corresponding agreement.
4. In the event of force majeure or other unforeseen events (e.g. operational disruptions, mobilization, war, riot, lawful strike, lawful lockout, import and export bans, official measures, epidemics, pandemics or the like) which temporarily prevent the Supplier from delivering or completing the goods within the delivery period without any fault on its part or attributable to it, the delivery period shall be extended - even during any delay - by the duration of the disruptions to performance caused by these circumstances. This shall also apply if such circumstances occur at subcontractors and if official or other permits or documents of third parties required for the execution of deliveries are not received by the Supplier on time. The Purchaser shall be informed of such extensions of the delivery period by the Supplier. If delivery becomes impossible or unreasonable in whole or in part as a result of the aforementioned circumstances, the Supplier shall be released from its obligation to deliver or be entitled to withdraw from the contract. Any statutory rights of withdrawal shall remain unaffected thereby.
5. In the event of a delay in delivery, the Supplier shall be liable without limitation for willful intent and gross negligence. In the event of slight negligence, the Supplier's liability shall be limited to damages foreseeable at the time of conclusion of the contract and typical for this type of contract, but for each completed week of delay in delivery to a maximum of 0.5% of the respective net order value of the delayed delivery and to a maximum of 5% of the respective net order value of the delayed delivery in total.
6. In case completion or dispatch of the delivery item is delayed at the Purchaser's request or if the Purchaser is in default of acceptance, the Supplier shall be entitled, commencing one week after notification of readiness for acceptance, to charge the Purchaser for the costs incurred in storing the goods not accepted at the Supplier's or at a third party's premises for each completed week of delay or default of acceptance, but at least 0.5 % of the respective net order value of the goods not accepted. The Supplier shall also be entitled to request the Purchaser to accept the goods not accepted within a reasonable period of grace, after which the Supplier may otherwise dispose of the goods not accepted. The assertion of further claims remains unaffected.
7. Insofar as assembly (including installation and commissioning) of the goods at the Purchaser's premises has been agreed, the Purchaser shall be obliged to cooperate as follows:
  - a. The Purchaser shall assume the following obligations at its own expense and provide them in good time: (i) auxiliary teams and skilled workers in the number deemed necessary by the Supplier, (ii) the equipment and materials required for assembly, (iii) unloading and transport from the means of transport to the installation site.
  - b. All construction work must be completed before the start of assembly to such an extent that assembly can begin immediately after delivery and can be carried out without interruption. The basement must be completely dry and set; the rooms in which assembly is carried out must be adequately protected against the weather, well-lit and heated.
  - c. For the storage of materials, tools and the like, the Purchaser shall provide a dry, illuminated and lockable room which is supervised and guarded.
8. Delivery times stated for spare parts do not include the use of a service technician of the Supplier. This shall be agreed as a separate order with the Supplier's service department.

#### V. Preparation for assembly and commissioning

1. Insofar as the Supplier has expressly agreed with the Purchaser in writing on a delivery, installation, assembly and/or commissioning service and has agreed on the time for this, the Purchaser shall be obliged at its own expense to take all precautions at the place of work in good time in order to be able to carry out the intended work. In particular, the Purchaser shall be obliged to make available at the place of work in good time:
  - all earthwork, construction work and other ancillary work outside the scope of the branch, including the necessary skilled and unskilled labor, building materials and tools,
  - a foundation that meets the requirements of the Supplier's installation plan,
  - the commodities and materials required for installation, assembly and commissioning, such as scaffolding, lifting equipment, lubricants and fuels, etc.,
  - Electrical connections, energy, heating, water, compressed air connections, extraction and adequate lighting,
  - Provision of the necessary suitable auxiliary staff in the required number and duration,
  - suitable dry and lockable rooms of sufficient size for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms including adequate sanitary facilities for the Supplier's workforce; furthermore, the Purchaser has to take the measures it would take to protect its own property and its personnel in order to protect the Supplier's property and workforce on the construction site,
  - Protective clothing and protective devices required as a result of special circumstances at the site of the work.
2. Prior to commencement of the work, the Purchaser shall provide the Supplier without being requested to do so with the necessary information on the location of concealed power, gas and water lines or similar installations as well as the necessary static data.
3. If the Purchaser's preparatory measures do not comply with the agreed specifications, the Supplier shall be entitled to refuse or discontinue the work until the agreed conditions have been met. This applies in particular if the permissible floor loading and/or the foundation do not correspond to the installation plan of the Supplier. In case the Purchaser intends to prevent the Supplier from attaching the intended safety devices, in particular protective fences or the like, to the delivery item, the Supplier shall be entitled to put the delivery item out of operation.
4. In case the Purchaser is responsible for the fact that the Supplier is unable to carry out the planned work at all, in full or within a reasonable period of time, the Supplier shall be entitled, in addition to request the proper fulfilment of the contract by the Purchaser, to demand compensation for the duration of the delay, in particular compensation for the additional costs incurred as a result of additional travel and useless elapsed or additionally required working hours of its staff. When determining the damage, the additional costs for the additional work of the staff and the additional costs for additional travel by the Supplier may be taken into account in accordance with the Supplier's applicable "Conditions for Personnel Services in Technical Customer Service" ([Link](#))
5. The Supplier shall provide the Purchaser with its "Checklist before Commissioning" ([Link](#)) in good time before the start of the assembly and commissioning work. The Purchaser undertakes to fill in this list completely and conscientiously and to return it to the Supplier by the specified return date. A delayed return on the part of the Purchaser shall automatically entail the measures in accordance with section (4.) above.

## VI. Place of Performance, Passing of Risk, Insurance, Acceptance

1. Unless otherwise agreed, the place of performance for deliveries, services and payments shall be the Supplier's registered seat.
2. Unless otherwise agreed, the risk shall pass to the Purchaser as soon as the Supplier has handed over the goods to the forwarding agent, carrier or other person designated for dispatch, even if partial deliveries are made or the Supplier has assumed other services, e.g. dispatch costs or delivery and installation. If the Purchaser does not accept the goods in time, although they have been offered to it, the risk shall pass to the Purchaser upon notification that the goods are ready for dispatch ("FCA Free Carrier" according to Incoterms® 2020), unless for singular cases where the passing of risk upon delivery at the Purchaser's premises has been agreed ("DAP Delivered at Place" according to Incoterms® 2020).
3. At the Purchaser's request and expense, the Supplier shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks.
4. Delivered items, even if they have insignificant defects, have to be accepted by the Purchaser without prejudice to the rights under Section VIII. This shall also apply to partial deliveries.

## VII. Retention of title, Insurance

1. The Supplier shall retain title to the delivery item until full payment of all claims arising from the contractual relationship and other claims which the Supplier may acquire against the Purchaser in direct connection with the delivered goods irrespective of their legal basis.
2. To the extent that the validity of this retention of title is linked to special conditions or formal requirements in the country of the Purchaser, the Purchaser shall be obliged to ensure their fulfilment at its own expense.
3. The Purchaser is obliged to treat the reserved goods with care and to insure them sufficiently against fire, water and other material damages as well as against theft at replacement value and to keep them under insurance cover. Upon request, the insurance policy is to be sent to the Supplier for inspection. The Purchaser hereby assigns to the Supplier all claims against its insurer to which it is entitled in the event of a loss, insofar as they relate to the Supplier's ownership or co-ownership; the Supplier accepts such assignment. The Supplier declares the reassignment to the Purchaser with the provision that this reassignment shall become effective if and as soon as the retention of title has expired due to complete payment of all claims of the Supplier.
4. The Supplier shall be entitled to insure the delivery item against fire, water and other property damage as well as against theft for the duration of the retention of title at the expense of the Purchaser, unless the Purchaser can prove that it has taken out the insurance itself.
5. As long as the retention of title exists, pledging, transfer by way of security, leasing or any other transfer or alteration of the reserved goods impairing the security of the Supplier require the prior written consent of the Supplier. In the event of seizure of the reserved goods by third parties, e.g. compulsory execution or similar measures, the Purchaser is obliged to inform the third party of the Supplier's ownership and to notify the Supplier immediately in writing.
6. In case the Purchaser stops payments not only temporarily, if it applies for the opening of insolvency proceedings against its assets or in the event insolvency proceedings are opened against its assets, it shall be obliged, at the Supplier's request, to surrender the reserved goods still owned by the Supplier. Furthermore, the Supplier shall be entitled to demand the return of the goods subject to retention of title from the Purchaser in the event of breach of contract by the Purchaser, in particular in the event of a default in payment.

## VIII. Liability for Defects, Subsequent Performance, Costs of Subsequent Performance, Self-Acting

The Supplier's liability for defects shall be governed by the law; in addition, the following provisions shall apply:

1. The Purchaser shall inspect the delivered goods immediately. Any defects found must be reported to the Supplier immediately in writing. The Purchaser may, at the Supplier's option, demand that the defect be remedied free of charge ("subsequent remedy") or that a replacement delivery be made free of charge or, in the case of contracts for work and services, that a new work be produced free of charge ("new production") ("subsequent performance"). Replaced parts become the property of the Supplier. In the event of a replacement delivery or a new production, the Purchaser shall return the originally delivered item to the Supplier upon request.
2. The Supplier shall keep spare parts available for a reasonable period of time according to its experience with and knowledge of its goods.
3. For discontinued parts no guarantee for the availability of spare parts is granted and subsequent improvement is usually only possible as far as spare parts are still available.
4. If identical spare parts are no longer available for a repair, the Purchaser shall be entitled to have spare parts with the corresponding functions installed. This does not apply to discontinued parts.
5. Claims for defects by the Purchaser shall become statute-barred twelve months after delivery or, in the case of work performance, after acceptance by the Purchaser at the Supplier's plant.
6. Used parts which have been repaired or overhauled shall only be warranted for a period of six months.
7. The Purchaser shall give the Supplier the necessary time and opportunity for subsequent performance. In case the subsequent performance fails, the Purchaser may demand a reduction of the remuneration or, in case of serious defects which considerably impair the function, the rescission of the contract.
8. The Supplier shall not be liable for damage caused by unsuitable or improper use, faulty assembly, installation or commissioning by the Purchaser or third parties, the use of the goods for any purpose other than their intended purpose, natural wear and tear, faulty or negligent handling, exposure beyond that described by the Supplier, unsuitable operating materials, replacement materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences, use in disregard of the Supplier's operating instructions as well as improper modifications or repair work undertaken by the Purchaser or third parties without the prior written consent of the Supplier, unless the Supplier is responsible for these damages.
9. Only in urgent cases where operational safety is at risk and in order to prevent disproportionately large damage, in which case the Supplier must be notified immediately, or if the Supplier is in default with remedying the defect and a set reasonable grace period has expired to no avail, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and demand reimbursement of the necessary costs from the Supplier.
10. The Purchaser shall only be entitled to claims for damages or reimbursement of expenses due to defects to the extent that the Supplier's liability is not excluded or limited in accordance with section IX. below. Further claims of the Purchaser for defects or other than those regulated in this section VIII. are excluded unless they are based on mandatory statutory provisions.

11. No warranty can be assumed for services; the Supplier is only liable within the framework of the mandatory statutory provisions. New parts installed as part of a service are subject to warranty within the scope of these Terms of Delivery. As a service, the Supplier shall regularly inspect assemblies delivered by it and used by the Purchaser. This does not result in an extension of the warranty period. Likewise, the Supplier cannot assume any warranty for the result of an inspection, since the result of an inspection can vary according to the test environment.

## IX. Liability, statute of limitations, liability for tool constructions/ tools

1. The Supplier shall be liable without limitation for willful intent and gross negligence.
2. In the event of a lightly negligent breach of a principal performance obligation or an ancillary obligation, the breach of which endangers the achievement of the purpose of the contract or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Purchaser could rely ("essential ancillary obligation"), the Supplier's liability shall be limited to damages foreseeable and typical for the contract at the time of conclusion of the contract. The Supplier shall not be liable for lightly negligent breach of ancillary obligations which are not essential ancillary obligations.
3. Liability for fraudulent non-disclosure of defects, assumption of a quality guarantee, for claims based on the Product Liability Act as well as for damages due to injury to life, limb and health shall remain unaffected by the above section IX.2.
4. With the exception of claims arising from tortious acts or other claims with legally specified, non-negotiable, longer limitation periods, the limitation period for claims for damages on the part of the Purchaser, for which liability is limited in accordance with this section IX. shall be one year from the beginning of the statutory limitation period.
5. Performance data for tools are guideline values in view of the necessity of the new development of the tool design. For tool designs for which the Supplier merely provides design proposals, design drawings or only the instructions for the design, the Supplier shall only assume liability for the performance and functionality if it has itself tested the designed and manufactured tool. The Supplier's liability for tool designs and tools built by the Supplier shall be governed by the provisions of this section IX., whereby the liability for damages foreseeable and typical for the contract at the time of conclusion of the contract in the event of a lightly negligent breach of a principal performance obligation or a material ancillary obligation in accordance with section IX. 2., sentence 1 shall not exceed the respective net total order value.

## X. Industrial property rights / Copyrights, Know-how

1. The Supplier warrants that the delivery item (machine and standard products) is free from industrial property rights, copyrights and / or other rights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it due to the infringement of such rights. The Supplier shall defend, indemnify and hold harmless the Purchaser against all justified claims asserted by third parties provided that (i) the Purchaser notifies the Supplier immediately in writing, (ii) the Supplier has sole control over the defence against any such claim and may enter into any related settlement negotiations and (iii) the Purchaser provides the necessary information, documents and powers of attorney for the defence of rights to the Supplier immediately at its own expense.
2. In the event that the delivery item infringes an industrial property right, a copyright and/or any other right of a third party, the Supplier shall, at its option and at its expense, modify or replace the delivery item in a manner reasonable for the Purchaser in such a way that no rights of third parties are infringed, but the delivery item continues to fulfil the contractually agreed functions, or provide the Purchaser with the right of use by concluding a licence agreement. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract or to reduce the purchase price accordingly. The Supplier shall also be entitled to withdraw from the contract under the conditions set forth in sentence 2 above. Any claims for damages by the Purchaser shall be subject to the limitations set forth in section IX. of these Terms of Delivery.
3. In the event of infringements of rights by products of other manufacturers supplied by the Supplier, the Supplier shall, at its option, assert its claims against those manufacturers and sub-suppliers for the account of the Purchaser or assign them to the Purchaser. In such cases, the Purchaser's claims against the Supplier pursuant to this section X. shall only exist if the judicial enforcement of the claims against such manufacturers and sub-suppliers referred to in sentence 1 above was unsuccessful or, for example due to insolvency, has no chances of success.
4. As far as the Supplier manufactures parts according to the Purchaser's specifications and builds or constructs tool equipment for the manufacture of such parts, the following shall apply:
  - In any case (even if the Supplier refers the Purchaser to the possibility of production) the Purchaser shall bear sole responsibility for the part to be manufactured itself. Before placing an order, the Purchaser shall be responsible for determining whether the part is free of any third-party rights.
  - In case a third party asserts injunctive relief claims against the Supplier based on industrial property rights, the Supplier shall be entitled to refuse performance of the contract to the exclusion of any claims for damages by the Purchaser. The exclusion of claims for damages shall not apply if intent or gross negligence on the part of the Supplier is proven.In all cases in which the Purchaser is responsible for the absence of third-party industrial property rights, the Purchaser shall indemnify the Supplier against all claims of third parties of any kind whatsoever and the Supplier shall be entitled to demand from the Purchaser, against delivery of the previous work result to the Purchaser, reimbursement of the previous expenses and loss of profit incurred under the contract.
5. All rights to know-how, industrial property rights, copyrights and / or other rights of the Supplier or the Purchaser which arose prior to the commencement of the cooperation shall remain in full with the holder of the rights, i.e. the Supplier or the Purchaser.
6. The Parties are jointly entitled to all rights to know-how which arise during the cooperation between the Supplier and the Purchaser. This know-how can be applied for jointly as property rights. The manufacturing process developed by the Supplier and any other know-how developed by it alone shall be its sole property. The Supplier is free to apply insofar for industrial property rights.

## XI. Confidentiality

1. Supplier and Purchaser undertake to treat all knowledge of confidential information and trade secrets of the respective other party acquired within the scope of the business relationship, including business relationships prior to the conclusion of the contract, and its performance, as confidential for an unlimited period of time, in particular also after termination of the cooperation, and to take all reasonable precautions to protect their confidentiality and not to make them accessible to third parties. This includes in particular technical information, plans, data, ideas, software, trade secrets, documentations, source codes as well as other information marked as confidential or recognizable as such ("Confidential Information").

2. The obligation to maintain secrecy shall not apply to Confidential Information,
  - a. which were already in the public domain at the time of disclosure or subsequently become publicly known, without the non-observance of the foregoing provisions being at least partly responsible for this,
  - b. expressly disclosed by a Party on a non-confidential basis,
  - c. were already in the lawful possession of the other Party prior to disclosure; or
  - d. subsequently disclosed to it by a third party without breach of any confidentiality obligation.

The burden of proof for the existence of one of the above exceptions shall lie with the party invoking it.

3. Insofar as Confidential Information pursuant to this section XI. does not meet the requirements of a trade secret within the meaning of Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016, it shall nevertheless be subject to the confidentiality obligations of this section XI.

## **XII. Data Protection, Contact Data Handling**

1. All personal data transmitted shall be processed by both Parties exclusively in compliance with the applicable data protection regulations.
2. The Supplier may also use the contact data provided by the Purchaser beyond the term of the contract in order to provide the Purchaser with information on its own similar products and services, but only as long as the Purchaser does not object to this. The legal basis for this data processing is Art. 6 Para. 1 f) DSGVO (European Data Protection Act), i.e. the legitimate interest of the Supplier to provide Purchasers with relevant information beyond the end of the contractual relationship as long as they do not object to this. Otherwise, the Supplier's data protection declaration known to the Purchaser shall apply.

## **XIII. Place of Jurisdiction, Applicable Law, Partial Invalidity**

1. The place of jurisdiction for all disputes arising from the contractual relationship shall be Munich, Germany. The Supplier shall also be entitled to bring an action at the court having jurisdiction for the Purchaser's principal place of business.
2. The laws of the Federal Republic of Germany shall apply.
3. In case any of the provisions of these Terms of Delivery or parts thereof should be or should become invalid in whole or in part, the validity of these Terms of Delivery shall otherwise remain unaffected. Insofar as the ineffective provision(s) contain(s) an effective, appropriate part, this part shall be maintained. The Parties shall endeavor to reach an effective replacement provision which is closest to the economic result of the invalid provision.

Stand: Juni 2020