

## **1. SCOPE**

1.1 Our General Terms and Conditions shall apply exclusively. As far as they do not contain any provisions, the statutory rules shall apply. We object Buyer's terms contrary to or deviating from our General Terms and Conditions. Buyer's terms shall be valid only if we expressly agreed to Buyer's terms or parts of Buyer's terms in writing. Our General Terms and Conditions shall also apply if our deliveries are unconditionally effected although we are aware of Buyer's terms being contrary or supplemental to our General Terms and Conditions.

1.2 Our General Terms and Conditions shall also apply for all future business with the Buyer.

1.3 Our General Terms and Conditions shall only apply with respect to traders, juristic persons under public law or public utility funds as defined by Article 310 BGB (German Civil Code).

## **2. CONCLUSION OF THE CONTRACT, CONTRACTUAL DOCUMENTS**

2.1 Our offers are subject to change without notice.

2.2 We unrestrictedly reserve any and all rights relating to offers and contractual documents, especially illustrations and prospectuses as well as in all samples and models as far as such rights are not granted to the Buyer in accordance with the purpose of this Contract or according to an explicit agreement with the Buyer. On our request, all aforementioned documents as well as all samples and models shall immediately be returned to us if the order is not placed with us. The Buyer shall have no right of retention insofar.

2.3 Scope and subject of our delivery owed shall be defined in our contractual documents exclusively. Other descriptions of our goods, public statements, promotions or advertising do not include any characteristics contractually owed. After conclusion of the Contract we reserve the right to amend the goods in the following manner, if this is reasonable for the Buyer:

- product changes relating to permanent product advancement and product improvement;
- insignificant deviations relating to colour, form, design, measures, weights or quantities;
- deviations customary in trade.

2.4 Upon placing the order, the Buyer undertakes to notify us if his specifications or given standards may under no circumstances be deviated from.

2.5 If, during the Contract conclusion, errors occur which are not due to our fault, e.g. due to errors in transmission, misunderstandings etc., we shall not be obligated to pay damages.

2.6 We do not grant any guarantees, especially no guarantees with regard to the characteristics of the products nor their procurement, unless an explicit agreement with the Buyer is reached.

## **3. TERMS OF PAYMENT, PRECIOUS METAL WEIGHT ACCOUNTS**

3.1 We reserve the right to reasonably raise our prices, if cost increases occur after the conclusion of this contract, which are beyond our responsibility, especially due to changes of trade union wage agreements or changes of raw material prices. We shall prove such occurrences to the Buyer upon his request.

3.2 Prices shall only apply for the individual order. Repeat orders are deemed to be new orders respectively.

3.3 Unless otherwise agreed upon, our prices are "ex works" and do not include postage, freight, shipping charges, packaging and insurance. In addition to this, the legally prescribed VAT shall be charged.

3.4 Payments shall be effected within thirty days from date of invoice free domicile. In case of payment in advance, on delivery and by bank collection, we grant a cash discount of 5 %; in case of payment within 14 days from date of invoice a cash discount of 2% is granted. Billing shall be effected as soon as the shipment leaves our company. Payment shall only be deemed to have been effected if and when we are definitely in a position to dispose of the full amount. Bills of exchange and cheques shall only be regarded as received in lieu of payment; bills of exchange shall only be accepted subject to prior written agreement. Any discount charges, fees as well as any and all costs relating to collection of the amount payable by either cheque or bill of exchange shall be borne by the Buyer. Cheques or bills of exchange shall only be regarded as received when the funds have been credited to our account and we have been released from any liability regarding the bill of exchange.

3.5 If payment is not effected within 30 days from date of invoice, the Buyer

shall be deemed to be in delay of payment without any further notice from us. In general the statutory rules on Delay of Payment shall apply.

3.6 In case of deferment we shall be entitled to assert interest claims for the term of deferment according to the statutory default interest rate (8 percentage points p. a. above the base rate).

3.7 The Buyer may set off only such counter-claims which are unappealable, undisputed or acknowledged. The Buyer may plead the right of retention to fulfil an obligation under the contract only if his claim against us results from the same legal relationship as his obligation.

3.9 Production material and equipment which the Buyer is obligated to make available to us for production according to a mutual agreement shall be delivered at Buyer's own risk and expense.

## **4. DELIVERY, DELIVERY TIME, DELAYS IN DELIVERY, DEFAULT OF ACCEPTANCE, OBLIGATION TO CO-OPERATE**

4.1 Unless otherwise agreed upon, delivery shall be 'ex works' unpacked. In case of any packing done by us, packaging for shipment as well as all and any other packaging shall not be taken back by us under the Packing Regulations, excluding pallets. The Buyer undertakes to dispose of the packaging at his own expense.

4.2 Delivery dates bindingly agreed upon are fixed dates only if they are expressly stipulated to be fixed.

4.3 Delivery dates shall only be complied with on condition that the Buyer observes in due time any and all of his obligations to co-operate, especially with respect to the receipt of documentation and information to be supplied by the Buyer, the receipt of down payments which may have been agreed upon, in case of business done under the 'facon principle'

- depending on the agreement entered into - the supply of precious metals agreed upon or the payment of the respective precious metal invoice and, if applicable, the submission of administrative permits and import licences. We reserve the right to plea non-performance of the Contract. For the observance of the delivery period the point of time shall be decisive at which the goods left our factory or, in case of default in taking delivery as well as in case of delay of delivery for which the Buyer is responsible, the point of time in which our readiness to dispatch the goods has been communicated to the Buyer.

### **4.4 DELAYS IN DELIVERY BEYOND OUR RESPONSIBILITY**

4.4.1 Delays in Delivery due to the following causes shall not be within our responsibility unless we exceptionally assumed the risk of procurement or a guarantee with regard to the observance of the deadline or date. The same shall apply if such obstacles occur at our suppliers or their sub-suppliers: Circumstances of 'Force Majeure' as well as any other obstacles to delivery

- which occur after conclusion of the Contract or of which we learn only after the conclusion of the Contract for no fault attributable to us, and

- with regard to which we prove that they could not have been foreseen and avoided by us even with the application of due care, and that insofar we are not in default of any obligation of assumption, prevention and avoidance. Provided that the above conditions are fulfilled – occurrence or faultless learning of such circumstances only after conclusion of the Contract, unforeseeable and unavoidable occurrence to be proven by us – the above exclusion of responsibility especially, but without limitation includes: Legal measures of labour disputes (strikes and legal lock-outs); operating trouble and breakdowns; shortage or lack of raw material; shortage or lack of manufacturing supplies.

4.4.2 In the event of delays in delivery under no. 4.4.1 above, any claims for damages by the Buyer are excluded.

4.4.3 In the event of a definitive obstacle to delivery within the meaning of no. 4.4.1 above, either party is entitled to immediately terminate the Contract by way of rescission according to the statutory provisions.

4.4.4 In the event of a temporary obstacle to delivery within the meaning of no. 4.4.1, we shall be entitled to postpone delivery for as long as the disturbance may last, plus a reasonable start-up time. If, in this respect, we can prove an intolerable impediment to delivery, we shall have the right to rescind this Contract. The Buyer,

however, in such circumstances shall have the right to rescission only under the conditions set out in no. 4.6 below.

#### **4.5 DELAYS IN DELIVERY WITHIN OUR RESPONSIBILITY**

4.5.1 We are unlimitedly liable for damage caused by a delay in delivery:

- if the underlying Contract is a transaction where time is of the essence – fixed deal;
- if the Buyer can assert, due to the delay in delivery within our responsibility, that his interest in the performance of the Contract has ceased to exist;
- in case of malicious intent.

4.5.2 Furthermore, we are liable for damage caused by delay according to the statutory provisions whereby our liability for damages, however, is limited to the foreseeable, typically arising damage:

- in case of gross negligence of our legal representatives, executive employees and other vicarious agents;
- in case of slight negligence of our legal representatives, executive employees and other vicarious agents, if they breach essential contractual obligations (see definition no. 7.8.2).

4.5.3 Moreover, we are liable in case of delay in delivery for each completed week of delay in delivery within the scope of a lump-sum compensation for delay in delivery of 0.5 % of the delivery value, maximum, however, of not more than 5 % of the delivery value.

4.5.4 Buyer's further claims shall be excluded.

#### **4.6 BUYER'S RIGHT TO RESCIND THE CONTRACT IN CASE OF DELAYS IN DELIVERY:**

If we prove that the delay is beyond our legal responsibility, the Buyer shall be entitled to rescind the Contract only

- if the Buyer has declared in the Contract that his continued interest in our performance is linked to and depending on timely performance (transaction where time is of the essence – fixed deal) or
  - if the Buyer proves that, as a consequence of the delay in delivery, his interest in our performance of the Contract has ceased to exist or that the maintenance of the contractual relationship cannot reasonably be expected from him. Furthermore, the statutory provisions shall be decisive for the right to rescind the Contract and for the legal consequences of the rescission of the Contract; the Buyer may claim back performances which are not owed by him.
- 4.7 We shall have the right to effect partial deliveries as far as the Buyer can reasonably be expected to accept them.
- 4.8 If the Buyer is culpably in default in taking or picking up delivery of the goods or if he is in default in acceptance at the place of delivery or if he is in default in the request for delivery of the goods - also with respect to partial deliveries - or if delivery is delayed for other reasons attributable to the Buyer or if he culpably infringes any other obligations to co-operate, we shall have the right to claim for damages incurred to us including additional expenditures, if applicable. We reserve the right to further claims.

#### **5. PASSING OF RISK / INSURANCE**

5.1 The risk of an accidental loss or of an accidental deterioration shall pass to the Buyer as soon as the goods have been handed over to the person or institution designated to pick up or execute delivery, no later, however, than when the goods leave our company. The same shall apply for deliveries effected by our own vehicles or if freight or carriage paid and packing included has been agreed upon.

5.2 In case of default in acceptance, in taking delivery or in picking up delivery by the Buyer, as the case may be, or in case of delay in delivery for reasons attributable to the Buyer, the risk of an accidental loss or of an accidental deterioration of the goods shall pass to the Buyer at the moment the latter is in delay or when delivery could have taken place if the conduct of the Buyer had been in accordance with his duty.

5.3 At request and expense of the Buyer we shall insure the goods against theft, breakage, fire and water damage, damage in transit as well as against other insurable risks.

#### **6. RETENTION OF OWNERSHIP**

6.1 We retain ownership to all products delivered by us until we receive full payment of all sums owed to us originating from the business relation with the Buyer (hereinafter the "reserved" or "privileged" products). The retained ownership shall be deemed

collateral for the total account payable to us (current account retention) until all current liabilities have been discharged. In case of the Buyer's conduct not being in accordance with the Contract, in particular in case of default of payment, we are entitled to take back the reserved products. The taking-back of the reserved products is deemed to be our rescission of the Contract. After taking back of the reserved products we are entitled to exploit them, the proceeds thereof shall be set off with the Buyer's accounts payable less reasonable exploitation costs.

6.2 The Buyer shall have the right to resell the reserved products in the ordinary course of business; however, as early as today the Buyer shall assign to us all claims that he may have against his buyers or against third parties on account of the resale to the amount of the invoice total (including VAT) of our claims. If the Buyer includes the claims from a resale of the reserved products in a current account business relation existing with his buyer, this current account claim shall be assigned to us to the amount of the acknowledged balance; the same shall apply for the "causal" balance if the Buyer becomes insolvent. The Buyer shall still have the right to collect the assigned claims after they have been assigned. Subject to the rules and regulations under the insolvency law, our right to collect claims ourselves shall remain unaffected; however, we undertake not to collect claims as long as the Buyer does not breach his contractual obligations, especially if he observes his obligation of payment, if he is not in delay of payment nor motion for opening of an insolvency procedure against him has been filed, and if he has not generally ceased payment. Under the right of resale, the Buyer shall not be entitled to pledge or in any way charge by way of security any of the products.

6.3 If our undertaking not to collect claims under no. 6.2 above ceases to exist, we shall have the right - subject to the rules and regulations under the insolvency law –

- to withdraw the right of resale and to make use of our rights to take back the reserved products and to exploit them according to no. 6.1. above and/or
- to withdraw the direct debit authorisation and to demand that the Buyer discloses to us the claims assigned and the respective debtors, makes any and all particulars for direct debit towards us, hands over to us the corresponding documents and communicates the assignment to the debtors (third parties).

6.4 In case of damage or loss of the reserved products as well as in case of a change of domicile or of property, the Buyer shall immediately notify us hereof in writing. The same applies for levies of execution or other interventions of third parties so that we are in a position to bring an action under Article 771 ZPO (German Code of Civil Procedure). If the third party is in no position to reimburse the judicial and extra-judicial costs of an action under Article 771 ZPO, the Buyer shall be liable for the loss incurred by us. If the release of the reserved products is achieved without legal proceedings, costs hereby incurred may also be charged to the Buyer, herein included costs of regaining seized reserved products.

6.5 Any processing or transformation of the reserved products by the Buyer shall always be deemed to be on our behalf. If the reserved products are processed with other goods which are the property of any person other than us, the product thereof shall be deemed to be owned in common with that other person, our share in the common property depending on the ratio of the total amount charged by us for the reserved products including VAT - in case of business done under the 'facon principle' depending on the ratio of the total amount charged by us for facon work including VAT - to the purchase price (invoice totals incl. VAT) of the other goods processed at the time of the processing or transformation. Furthermore, the provisions applicable for the reserved products shall also apply for the product of such processing or transformation. With respect to the product of such processing or transformation, the Buyer shall acquire expectant rights corresponding to the expectant rights to the reserved products.

6.6 If the reserved products are inseparably mixed or combined with other goods which are the property of any person other than us, the product thereof shall be deemed to be owned in common with that other person, our share in the common property depending on the ratio of the total amount charged by us for the reserved products including VAT - in case of business done under the 'facon principle' depending on the ratio of the total amount charged by us for facon work including VAT - to the purchase price (invoice totals incl. VAT)

of the other goods which have been mixed or combined, at the time of the mixing or combining. If the mixing or combination of the products has been done in such a way that the product of the Buyer is to be considered the main product, it is agreed that the Buyer assigns to us co-ownership of such product on a pro rata basis. The Buyer shall store such property owned either exclusively by us or owned in common with another person properly for us.

6.7 If our reserved products are resold after having been processed or transformed in any way the Buyer shall, as early as today, assign to us as security his claims resulting from the resale of such products up to the invoice total (including VAT) of our claims. If, as a result of the processing or transformation of or of the mixing or combination of the reserved products with other goods which are the property of any person other than us, we have only acquired co-ownership pursuant to the above nos. 6.5 or 6.6, the claim to the purchase price of the Buyer shall only be assigned to us in advance to the extent of the ratio of the total amount charged by us for the reserved products including VAT - in case of business done under the 'façon principle' depending on the ratio of the total amount charged by us for façon work including VAT - to the invoice totals of the other goods which are not our property. Furthermore, provisions as laid down in nos. 6.2 - 6.4 above shall apply correspondingly for claims assigned to us in advance.

6.8 If under the laws of a foreign country within the borders of which the reserved products are located, a reservation of ownership or an assignment is not legally effective, the security provision corresponding to reservation of ownership or assignment in this legal sphere shall be deemed to have been stipulated. If co-operation of the Buyer is required in order to create such rights, the Buyer shall be bound at our request to take all measures necessary in order to constitute and maintain such rights.

6.9 The Buyer shall treat the reserved products properly and keep them in good repair at his own expense; in particular, the Buyer shall at his own expense sufficiently insure the reserved products at their current replacement value against theft, robbery, burglary, fire and water damage. As early as today, the Buyer shall assign to us all rights resulting from such insurance related to the reserved products. We accept such assignment. Furthermore, we reserve all rights to assert our claims for performance or claims for damages.

6.10 Upon request of the Buyer, we undertake to release the securities we are entitled to as far as the recoverable value of such securities exceeds the value of our claims to be secured by more than 10 %. We shall have the right to select the securities to be released.

#### **7. CHARACTERISTICS OF THE PRODUCTS, LIABILITY FOR DEFECTS**

7.1 The performance descriptions applicable to content and extent of our obligation of performance according to no. 2.3 only include particulars with respect to the characteristics of the products and shall only be subject-matter of a warranty if this was expressly agreed upon.

7.2 Buyer's rights with respect to warranty claims presume that he duly performed his statutorily owed duties with regard to examination and notification. The Buyer undertakes to examine the goods carefully and to give written notice of any recognizable defects immediately, within eight days after a defect has become apparent during careful examination at the latest. The same applies if we have delivered higher or smaller quantities or different products than ordered. We shall then notify the Buyer whether the goods which are subject to a complaint shall be returned to us or whether the Buyer shall wait until the goods are either picked up by us at his site or are inspected by us on-site.

7.3 We shall not be liable for any defect resulting from natural wear and tear as well as from external influence on the goods. The Buyer loses all warranty claims if

- the Buyer repairs, amends, alters or otherwise works on the products himself or lets third parties do so without our prior consent or
- the products are not used or handled in accordance with our guidelines or are otherwise handled or used inappropriately, and
- the Buyer does not prove that the defects are neither partially nor in whole due to the reasons set out herein above and that thereby remedy of defects is not rendered considerably more difficult for us.

7.4 Buyer's warranty claims do not exist in case of insignificant deviations from the characteristics agreed upon.

7.5 In case of a defect, we have the option to repeat performance by either removal of defects or delivering new goods in replacement. We are entitled to refuse repeating the performance if either one of the options or both are impossible or disproportionate. We may also refuse repeated performance as long as the Buyer does not perform his obligations of payment towards us to the extent which is in accordance with the portion free of defect of the fulfilled performance. We are obligated to bear any and all expenses necessary for the purpose of repeated performance, especially costs for transport, tolls, work and material as far as these costs are not increased by moving the delivery to a place other than the place of performance unless the moving of the delivery to a place other than the place of performance complies with the use under the provisions of this Contract.

We are entitled to have defects remedied by third parties.

Parts that have been replaced shall become our property.

7.6 In cases of impossibility or failure of repeated performance, culpable or unreasonable delay or in case of serious and final refusal by us to repeat performance or if the Buyer cannot be expected to accept repair or replacement, the Buyer shall be entitled at his discretion either to claim reduction of the purchase price or to rescind the Contract.

7.7 As far as, with regard to the preconditions and consequences of repeated performance, reduction and rescission, the contractual provisions do not contain any provisions at all or do not contain provisions deviating from the statutory provisions, the statutory provisions shall apply with respect to these rights.

7.8 Buyer's claims for compensation for damages and expenses in connection with defects comply with the following provisions no.

7.8.1 to no.

7.9 inclusively regardless of the legal nature of the claim – especially also with respect to claims due to defects and breach of obligations as well as tortious claims -.

7.8.1 We are unlimitedly liable for damage according to the statutory provisions:

- for intention;

- for culpable infringement of life, body, health;

- for defects as well as other circumstances which have been fraudulently concealed; or

- for defects whose absence has been guaranteed or as far as the characteristics have been guaranteed.

7.8.2 Moreover, we are liable for damage according to the statutory provisions whereby our liability for damages, however, is limited to the foreseeable, typically arising damage (except for the cases in no. 7.8.1 above):

- for gross negligence of our legal representatives, executive employees and other vicarious agents;

- for slight negligence of our legal representatives, executive employees and other vicarious agents under the condition that they breach material contractual obligations (obligations whose fulfillment makes the performance of the Contract possible at all and in whose observance the contracting party may regularly trust).

7.8.3 The liability according to the Produkthaftungsgesetz (German Product Liability Act) remains unaffected.

7.8.4 Further claims are excluded unless otherwise agreed upon in no. 7.8.

**7.9 No. 7.8 above does not affect the statutory provisions with regard to the burden of proof.**

#### **8. LIABILITY FOR COLLATERAL DUTIES**

If the item delivered cannot be contractually used by the Buyer as a result of omitted or deficient performance of precontractual proposals, consultancies and other collateral duties due to our own fault, our legal representatives' or our vicarious agents' fault, the provisions no. 7.8 and 7.9 shall apply accordingly under exclusion of Buyer's further claims.

#### **9. JOINT AND SEVERAL LIABILITY, BUYER'S RESCISSION**

9.1 The following provisions apply to the Buyer's claims other than claims in connection with defective products. However, these provisions shall not constitute a limitation or exclusion of our statutory or contractual rights and claims.

9.2 Without prejudice to the provisions for delay in payment (no. 4.5), the provisions of no. 7.8 above shall apply accordingly to our liability for damage. Any further liability for damages – no matter on

what legal grounds - shall be excluded. This applies especially to claims for damage beside the performance and instead of performance on the basis of breach of obligations as well as claims under tort for compensation of property damage under Article 823 BGB (German Civil Code).

9.3 The limitation contained in no. 9.2 above does also apply if the Buyer claims compensation of costs incurred.

9.4 Any fault of our legal representatives and vicarious agents shall be attributed to us.

9.5 The statutory rules on the burden of proof remain unaffected.

9.6 As far as our liability is excluded or limited, such exclusion or limitation does also apply for the personal liability of our staff, employees, legal representatives and vicarious agents.

9.7 If we breach an obligation of this Contract, the Buyer shall only be entitled to rescind this Contract, subject to the applicable statutory provisions, if the fault for such breach is attributable to us. In the cases provided for in no. 7.6 above (failure of repeated performance etc.) and in cases of impossibility, however, the statutory provisions unlimitedly apply; as for a rescission of the Buyer because of delay in delivery or performance, the provisions contained in no. 4.4.3, 4.4.4 and 4.6 above apply. Upon our request, the Buyer shall declare within a reasonable delay of time, whether he will rescind this Contract due to our breach of obligation or insist on our performance under this Contract.

#### **10. TERM OF PRESCRIPTION**

10.1 The term of prescription for rights and claims based on defects of the products – no matter on what legal ground – shall be, subject to no. 10.3 below, one year.

10.2 The term of prescription laid down in no. 10.1 above shall also apply for any and all claims for damages against us.

10.3 The term of prescription according to no. 10.1 shall generally not apply in case of intention. It shall also not apply in case of fraudulent concealment of a defect or in case of a guarantee for the characteristics of the goods. The term of prescription for claims for damages according to no. 10.1 shall not apply in the cases of no. 7.8.1, 7.8.2 and 7.8.3.

The statutory terms of prescription shall apply insofar.

10.4 Unless otherwise expressly provided for herein, the statutory provisions on the beginning of the terms of prescription, the interruption of their running, their suspension and their re-start shall remain unaffected.

10.5 The claims for reduction of the purchase price and the right to rescind the Contract are excluded, if the claim for having the performance repeated is prescribed. In such case the Buyer may, however, refuse payment of the purchase price as far as he would be entitled to do so on the basis of his right to reduce the purchase price or his right to rescind the Contract.

#### **11. DATA PROCESSING**

While observing the provisions of the Bundesdatenschutzgesetz (German Federal Data Protection Act) we shall have the right to process or have processed all data relating to the business transactions with the Buyer.

#### **12. COMPENSATION TO BE PAID BY THE BUYER**

If we have a right to damages instead of performance we are entitled to claim as compensation 20 % of the purchase price, in case of business done under the 'facon principle' 20 % of the amount charged for facon work, without VAT respectively, unless the Buyer substantiates evidence that only a considerably lesser damage has been caused.

We reserve the right to claim further damages. The damage incurred by us due to delay as well as the interest for default accrued can be asserted in addition to the lump-sum claim for damages.

#### **13. CONTRACTUAL PENALTY**

13.1 Our offers and contractual documents, samples, models and prototypes shall not be used by the Buyer for own or third party's purposes or otherwise be exploited; in particular, our products must not be copied, be it with the help of our documents, samples, models and prototypes or with the help of our products themselves, nor must copies of our products be marketed or otherwise be exploited by the Buyer as far as he is not entitled to any rights according to no. 2.2.

13.2 The Buyer undertakes to pay to us a contractual penalty amounting to 10,000.00 Euros for each violation of no. 13.1 unless he submits evidence that he may not be held responsible. We reserve the right to assert additional damages.

#### **14. BUYER'S ASSIGNMENTS OF CLAIMS**

Claims against us with respect to the deliveries to be effected by us may only be assigned upon our prior written consent.

#### **15. INFRINGEMENT OF THIRD PARTIES' RIGHTS**

We shall not assume any liability for the non-infringement of third parties' rights in case of resale of our goods; we shall warrant, however, that the existence of such third parties' rights in the goods delivered is not known to us.

#### **16. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE**

16.1 Place of performance shall be our principal place of business exclusively unless otherwise specifically agreed upon.

16.2 If the Buyer is a merchant pursuant to the HGB (German Commercial Code), a juristic person under public law or a public utility fund, place of jurisdiction for all liabilities resulting from or in connection with the contractual relationship - herein included liabilities from cheques and bills of exchange - shall either be our principal place of business or, at our option, the domicile of the Buyer. This agreement as to the place of jurisdiction shall also apply for buyers having their domicile abroad.

16.3 For all rights and obligations resulting from or in connection with the contractual relationship German law, excluding the UN Sales Convention (CISG Convention on Contracts for the International Sale of Goods of April 11, 1980), shall apply exclusively, disregarding German conflict of laws rules.

16.4 Should individual provisions of these General Terms and Conditions of Sale or individual provisions of other agreements concluded between us and the Buyer be or become invalid, the validity of the other provisions or agreements shall not be affected.