

GENERAL TERMS AND CONDITIONS FOR DELIVERIES (AS AT: APRIL 2019)



I. SCOPE

1. Our deliveries resulting from contracts with entrepreneurs as defined by § 14 of the German Civil Code, with public legal entities, or with special funds under public law are exclusively provided based on these terms and conditions. These are part of all contracts we conclude with our clients (hereinafter known as “clients” or “customers”) in relation to deliveries offered by us. They also apply for future deliveries or offers made to the client, even if they are not separately agreed on again.

2. In any case, acceptance of the delivery implies acknowledgement of the terms and conditions.

3. Conflicting or differing client terms and conditions are invalid, even if they are not specifically rejected. Also ineffective are those business or purchasing conditions of the client, which merely supplement our conditions. If we refer to a letter containing or referencing the client’s or a third party’s terms and conditions, this does not imply we consent to the valid of those terms and conditions. We hereby reject customer counter-confirmations referring to its terms and conditions of business and purchase. These are only considered valid if they have been recognised by us in writing.

4. Previous terms and conditions hereby lose their validity.

II. OFFER AND CONTRACT CONCLUSION, QUOTATION DOCUMENTS

1. Our offers are subject to change, unless they are expressly marked as binding, or contain a certain acceptance deadline. If our no-obligation offer is accepted, a contract is concluded, unless this is immediately rejected by us.

2. If the client’s order is an offer as defined by § 145 of the German Civil Code, we can accept this within 2 weeks of receipt, unless the customer has set a shorter acceptance period in writing. The offer is only deemed as accepted once an order confirmation has been sent, the item is delivered.

3. All agreements made between us and the customer in relation to the mutual contractual rights and duties, and contract execution, are stated in writing in our order confirmation or the contractual deed. The same applies for any guarantees or sub-agreements. Verbal promises made by us before contract conclusion are not legally binding.

4. Additions and amendments to the agreements, including these General Terms and Conditions, must be made in writing in order to be deemed valid. With the exception of our managing directors or authorised representatives, our staffs are not entitled to make verbal agreements which differ from the order confirmation or written contract. Faxes are considered written form; other telecommunication formats, particularly email, are not.

5. Brochures, diagrams, leaflets etc. published by us, and service details or other features contained therein (e.g. weight, quality, dimensions, values in use, capacity, tolerances, technical data) are only definitive for the contract if their validity is expressly agreed on in writing.

6. Our quality details relating to the delivery or service (see point 5), as well as our diagrams thereof (e.g. drawings, illustrations) are only approximate, unless useability for the contractual purpose requires them to match exactly. They are not guaranteed quality-related agreements, but rather descriptions or labels of the delivery or service.

7. We reserve the proprietary rights and copyrights to all quotes and costings submitted by us, as well as diagrams,

illustrations, calculations, brochures, catalogues, models, tools and other documents and aids provided to the customer. The customer must not make these items or their content accessible to third parties, publish them, use them themselves or through third parties, or reproduce them without our express consent. At our request, the customer must return all items to us and destroy any copies thereof if they are not longer needed for conventional business processes, or if negotiations do not result in a contract.

III. QUALITIES, DIMENSIONS, WEIGHTS; SERVICE CHANGES/DEVIATIONS

1. Unless otherwise agreed, qualities and dimensions of the material to be provided by us are governed solely by the German materials standards. Deviations within the DIN scope are permitted.
2. We reserve the right to make conventional changes or deviations from the agreed service (e.g. in relation to quantity, weight, quality). Changes or deviations can also be made in the event of just cause, particularly if they are technically necessary, and the change/deviation is feasible for the customer.

IV. PRICES, MINIMUM ORDER VALUE, EXPENSES FOR SERVICE MODIFICATIONS, ASSEMBLY COSTS, PRICE CHANGE

1. Our prices apply for the services and deliveries listed in the order confirmations, respectively in the contract. Additional or special services are charged separately. Unless otherwise agreed, the prices are considered "ex works Witten" plus packaging and the legal VAT. Export deliveries are exclusive of customs duties, fees and other public charges. The legal VAT valid on the invoice date is shown separately on the invoice. If the customer asks for the goods to be sent, the transport costs are charged extra.
2. Expenses incurred as a result of changes made to the type or scope of the delivery/service at the purchaser's request after our order confirmation/contract conclusion and/or incurred by fulfilling subsequent or unforeseeable official requirements are similarly charged in addition to the agreed purchase price.
3. Unless otherwise agreed, assembly costs are charged separately.
4. If items deliveries or services are not provided as per the contract within two months of contract conclusion, we reserve the right to change our prices if any cost reductions or cost increases beyond our control, particularly due to tariff agreements or material price changes, arise between the time of contract conclusion

and the delivery/service due date. These will be proven to the customer upon request.

V. DELIVERY AND SERVICE TIME, IMPEDIMENT TO PERFORMANCE, PARTIAL DELIVERY

1. The delivery/service time stated by us is only approximate, unless a binding delivery/service time has been agreed on or expressly guaranteed by us in writing as being binding. Insofar as shipment has been agreed on, the delivery periods and dates refer to the time of handover to the shipping company, freight forwarder or other parties otherwise hired for transportation purposes.
2. The delivery/service time stated by us starts when the customer receives our order confirmation. Irrespective of our rights resulting from customer defaults, we can ask the customer to extend delivery or service times or postpone delivery and service dates by the duration for which the customer fails to comply with its contractual obligations.
3. The delivery period/deadline is extended by the duration of a temporary performance impediment beyond our control. This also applies if said performance impediment occurs at our supplier's end or its subcontractor's end. We will immediately inform the customer of the reason and expected duration of the delay. If the impediment is not expected to end within an appropriate time frame, we and the customer can partially - if a partial delivery is usable for the customer within the scope of the contractual purpose, or fully withdraw from the contract. However, the customer's right of withdrawal requires that the customer first set us a reasonable deadline to render the service, and that this lapse unsuccessfully. This deadline must be set under penalty of non-performance. Deadlines do not need to be set in the cases stated in § 323 Para. 2 of the German Civil Code. In the case of resignation, we will reimburse the customer the consideration, if already provided, immediately - in case of partial withdrawal from the contract: pro rata.
4. Instead of one single delivery/service, we are entitled to make partial deliveries for deliveries/services consisting of multiple components within the delivery/service period, but only if
 - the partial delivery can be used by the customer for the contractual purpose,
 - delivery of the rest of the ordered items is guaranteed, and
 - the customer does not incur any significant additional expenses or costs from this (unless we declare ourselves willing to bear these costs). Additional shipping costs are to be borne by us.

VL. PLACE OF PERFORMANCE, SHIPPING AND TRANSFER OF RISK FOR DELIVERIES, DEFAULT OF ACCEPTANCE (STORAGE COSTS), ACCEPTANCE TESTS

1. Unless otherwise stated, the place of performance (fulfilment) for all obligations resulting from the contractual relationship is Witten. If we are also responsible for installation/assembly, the place of performance is the place of installation.

2. Deliveries are made "ex works".

3. We choose the type of packaging, dispatch route, and mode of transport at our own discretion.

4. Items ready for shipment must be retrieved immediately. If not, we are entitled to choose to either dispatch or store the items at the client's expense and risk.

5. Risk is transferred to the customer no later than when the item is handed over to it for mail order purchases, or, for deliveries made free to the destination, no later than when the item is delivered to the transporter, whereby the start of the loading process constitutes the definitive time.

6. If the customer defaults with acceptance or culpably breaches other participation duties, we are entitled to demand compensation for any resulting damages, including any additional expense. This is subject to further claims or rights. Insofar as the requirements in clause 1 of this section are met, the risk of accidental loss or deterioration in the purchased item is transferred to the customer at the time the item is deemed ready for shipment. In the event of defaults in acceptance, our liability is limited as per point XI of these General Terms and Conditions.

7. If the delay in acceptance by the customer leads to a delay in delivery, the customer bears the storage costs. In case of storage by us, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per completed week, but not more than 10% of the invoice amount of the items to be stored. The customer is allowed to prove that we did not incur any damage or significantly lower damage. We are allowed to prove that higher damage has occurred.

8. The rules above also apply for partial deliveries.

9. We have taken out transport insurance for all deliveries, making us exempt from forwarding insurance. The supplier must inform the shipping company or freight forwarder of this.

10. Insofar as an acceptance test must be conducted, the purchased item is deemed as accepted if

- the delivery and - insofar as we are also responsible for installation/assembly – the installation/assembly has been completed,
- we have advised the customer of this, citing notional acceptance as per point VI.10., and asked it to conduct

an acceptance test,

- the delivery or installation/assembly took place 12 working days prior, or the customer has started using the purchased item (e.g. started up operations using the delivered system), and in this case, delivery or installation/assembly took place 6 working days prior, and
- the customer fails to conduct an acceptance test within this time frame for a reason other than a reported defect which makes it impossible or significantly difficult to use the purchased item.

VII. DEFAULT IN PERFORMANCE BY THE CUSTOMER (ACROSS-THE-BOARD DAMAGE CALCULATION)

1. A default in performance exists if the customer unjustly dissociates itself from the contract, particularly if it unjustly withdraws from the contract, terminates the contract or refuses to duly fulfil the contract.

In this case, after being set an appropriate extension period and allowing this to lapse unsuccessfully, the customer is obliged to compensate us for all resulting damages. We are entitled to charge a flat rate for damages, whereby the compensation amount is determined by the order value. In the event of a lump-sum charge, 5% of the delivery's order value can be charged as compensation. In the event of partial deliveries, the compensation totals 5% of the partial delivery's value. We reserve the right to claim higher damages.

2. If the client disputes the compensation amount, it must prove that no damages or significantly less damages were caused.

VIII. PAYMENT CONDITIONS, DEFAULT, OFF-SETTING, WITHHOLDING RIGHT

1. Unless otherwise agreed, orders valued at over EUR 5,000 must be paid without any deduction, with 1/3 of the purchase price paid upon receipt of the order confirmation, 1/3 of the purchase price upon receiving notice that items are ready for shipment and 1/3 of the purchase price immediately after delivery.

2. For the rest, the legal payment due-date rules apply.

3. If the customer does not pay by the due date, the outstanding amounts incur an interest of 5% p.a. starting from the first overdue day; this does not affect the right to claim higher interest or further damages in the event of default.

4. The customer is without further explanation by us, 31 days after delivery in default of payment, as far as he has made no payment and unless otherwise agreed.

This shall not affect any default in accordance with the statutory provisions.

5. We agree to charge a reminder fee of 8.00 EUR for each reminder sent by us, excluding any reminder which causes the default, unless the customer proves that the damages suffered by us are much less than the aforementioned flat rate.

6. The default interest is 12%, subject to further damage claims.

7. The customer is only entitled to offset claims if its counterclaims are legally established, undisputed or acknowledged by us.

8. The customer cannot refuse a service or exercise withholding rights, unless its counterclaims are legally established, undisputed or acknowledged by us.

9. We are entitled to only provide outstanding deliveries or services in return for advance payment or a security deposit if we become aware of circumstances indicating a significant deterioration in the customer's credit rating, and which imply a risk that the customer may not pay our outstanding claims resulting from the contractual relationship (including from other individual orders for which the same framework contract applies).

10. All offsetting requirements are based on the time our claim arises, not its payment due date. Offsetting can be performed as a cash payment, payment by bill of exchange, cheque or other payment. In the event of current account relationships, the offsetting agreement covers the balance. If the claims or liabilities are due on different days, the value date is used.

IX. NON-PERFORMANCE - DEADLINES, CUSTOMER WITHDRAWAL

1. In the event of non-performances affecting our contractual obligations (e.g. default, poor performance, breach of proprietary and auxiliary obligations, infeasibility, partial non-fulfilment), the deadline to be set by the customer by law must be done so in writing in order to be valid. Point II.4 last clause of these General Terms and Conditions applies with regards to written form.

2. If the non-performance is not our fault, the customer is not entitled to withdraw from the contract – except in the cases expressly stated in these conditions. In this case, the provisions of § 326 Para. 1 and Para. 4 of the German Civil Code apply. This does not affect the legal right of withdrawal in the event of defects.

3. In the event of non-performance caused by us, the customer is entitled to withdraw as per the law. The deadline to be set by it in accordance with the legal regulations must also be done so in writing, under penalty of non-performance. Withdrawal must be declared in writing. Point II.4 last clause of these General Terms and

Conditions applies with regards to written form.

4. In the event of partial non-fulfilment caused by us, the customer is entitled, as per the requirements in point 3, to withdraw from the contract in relation to the partial services/deliveries not yet provided. It can only withdraw from the entire contract if the partial services/deliveries already made are of no interest to it.

5. The deadline set for us as per point 3 and 4 is considered as having been upheld if we advise, by the deadline, that we are ready to provide the delivery/service. The delivery/service must then be immediately provided.

X. DEFECTS AND WARRANTIES

1. Any defect rights / claims for defects shall not exist in case of only minor variations from the agreed specifications or in case of minor limitations in usability.

2. The limitation period for claims and rights of the customer on account of defects of deliveries is 1 year from the delivery or, if acceptance is required, one year from acceptance. However, this does not apply in cases of § 438 paragraph 1 No. 1 German Civil Code (defects of title for immovable items), § 438 paragraph 1 No. 2 German Civil Code (building work, items for building work), or § 634 a paragraph 1 No. 2 German Civil Code (building work or work, the success of which consists in the provision of planning and/or supervision services). Any cases excepted in above sentence 2 of No. 2 are subject to a limitation period of 3 years. However, the provisions of this No. X does not apply as a whole for the limitation of recourse claims of the seller under § 445b paragraph 1 German Civil Code in case that the end user is a consumer.

3. The limitation periods under No. 2 shall also apply to all claims for damages against us which are in connection with the defect - independent of the legal basis of claims.

4. For the limitation periods of No. 2 and 3, the following shall apply:

a) The limitation periods shall not apply in the case of intention and of fraudulent concealment of a defect or in the event that we have given the purchaser a guarantee as to the properties of the delivery item.

b) Furthermore, the limitation periods for claims of damages shall also not apply in the event of grossly negligent breach of duty in case of - not in the delivery of a defective article, or respectively a poor work performance existing in - culpable breach of essential contractual duties, in the case of culpable damage to life, limb or health or in case of claims under the German Product Liability Act.

c) The limitation periods for claims of damages shall also apply to the reimbursement of expenses incurred in vain.

5. The limitation periods for all claims begin when the

goods are delivered or in case of required acceptance of them.

6. Unless expressly otherwise agreed, the statutory regulations on the start of the limitation period, suspension of the period, stay and recommencement of the period remain unaffected.

7. The aforementioned provisions shall apply accordingly for claims of damages which are not in connection with a defect; for the limitation period of such claims, No. 2 Sentence 1 shall apply.

8. The above regulations are not linked with reversal of the burden of proof to the disadvantage of the customer.

9. In case of a contract representing a commercial sale acc. to §§ 373 ff. German Commercial Code, the rights of the customer with regard to defects shall be subject to the condition that the customer has complied with the duty to examine and notify nonconformity according to section 377 HGB (German Commercial Code): The delivered objects shall be accurately inspected immediately after delivery to the customer or to any third party appointed by the same. They shall be deemed to be approved if we have not received a written notification of defects pertaining to visible defects or other defects visible in the course of a prompt, thorough examination within 7 working days following delivery of the delivery object or within 7 days after detection of the defect or any other earlier point in time at which the defect was recognisable to the customer with normal usage of the delivery object with more detailed examination. In case of a purchase agreement which is no commercial purchase (e.g. because the purchaser is a non-merchant), the customer has to notify us immediately about obvious or visible defects. If this does not take place, the goods shall be considered approved. If a defect is revealed subsequently, it must be notified immediately on being discovered; otherwise the goods shall be considered approved despite the said defect.

The aforementioned requirements for inspecting goods and making complaints shall also apply when a defect becomes known within the framework of a supplier regress (§445a paragraph 4 German Civil Code).

10. The notice of defect must be made in writing. No. II.4 last sentence of this General Terms and Conditions shall apply with regard to adherence to the written form. The defect/defects have to be described by the customer as concretely and detailed as possible.

11. Irrespective of further claims to which we are entitled, the customer shall compensate us for any examinations in the event of any unjustified notice of defect.

12. If there is a defect of the delivery item, we shall have the right to choose, within a reasonable time period and at our discretion, between supplementary performance in the form of remedy of the defect or delivery of a new

item free of defects. The customer need not set a period of limitation to us for the supplementary performance, provided that setting of a deadline is unnecessary in compliance with the law. In the event of supplementary performance, we are obliged to bear all expenses required for it, especially transport, travel, labour and material costs, provided that they do not increase due to the fact that the purchased item was transported to an other place than the legal place of performance.

13. The obligation to become active on account of a notice of defect does not exist to us as long as the customer is obliged to perform in advance and the customer has not fulfilled the performance to be rendered in advance. This shall apply particularly to agreed payments. Also a justified claim shall not free the customer of the payment obligation (cf. No. VIII. 8).

14. Where a new, defect-free item is supplied, the customer shall be obliged to surrender to us, or compensate us for, the benefits drawn in accordance with § 346 German Civil Code.

15. If the supplementary performance fails (also under which impossibility, unreasonableness, refusal or undue delay has to be understood), then the customer's right of subsequent performance shall expire. In this case, there shall be no right of the customer to carry out rectification. The customer shall be entitled at own discretion to demand cancellation or reduction according to the statutory regulations.

16. Any remedial work carried out shall not lead to recommencement of the limitation period, but merely to a suspension of the period in accordance with § 203 German Civil Code.

17. Our liability shall expire when goods we delivered or produced with original parts were replaced by parts of other origin provided that the defect was caused by such foreign parts. The same shall apply if rework, repairs or modifications of goods delivered by us have not been made by us but by any third party without our prior written approval, provided that the defect was caused by these works. In any case, the customer shall bear the additional costs occurred by the changes.

18. The warranty-modifying provisions in case of a supplier regress (§§ 445a, 445b, 478 German Civil Code) shall remain unaffected from the regulations of the No. 1 to 17.

19. Unless otherwise agreed, warranties by us in the applicability of the law are not given to the customer. Manufacturers' guarantees shall remain unaffected by this.

20. A delivery of used objects agreed in an individual case with the customer shall exclude all and any guarantee. The same shall apply for goods which are expressly sold as "degraded material".

XI. LIABILITY LIMITATIONS

1. Insofar as we are at fault, our liability for compensation, regardless of the legal grounds, particularly due to impossibility, default, defective or incorrect delivery, contractual breach, breach of obligations during contractual negotiations, and unauthorised actions, is limited as per this point XI.

2. We are liable in accordance with legal regulations in cases of malice or gross negligence by our company, including by a representative or vicarious agent as well as in case of a culpable causation of damage to life, body, and health. Our liability in cases of gross negligence shall be limited to foreseeable damage typical of the contract concerned if none of the exceptional cases listed in sentence 1 or sentence 3 of this number applies. Furthermore, we shall be liable in accordance with the Product Liability Act on account of culpable infringement of material contractual duties or provided that we can be accused of fraudulent concealment of a defect or we have assumed a warranty for the condition of the delivery item. Liability for the violation of material contractual obligations shall, however, be limited to foreseeable damage typical of the contract concerned if not an other exceptional case stated in sentence 1 or 3 of this number 2 exists at the same time.

3. The provisions of the aforementioned number 2 shall apply to all claims of damages (particularly for damages apart from the service and damages instead of the service) for whatever legal reason, in particular for defects, breach of duties under the contract or liability in tort. These provisions shall also apply to claiming expenses incurred in vain.

4. The above regulations are not linked with reversal of the burden of proof to the disadvantage of the customer.

5. The existing liability disclaimers and limitations apply similarly for our boards and committees, legal representatives, employees and other assistants, as well as for their personal compensation liability.

XII. PROPRIETARY RIGHTS

1. According to this point XII., we vouch for the fact that the delivery item is free of industrial proprietary rights or third-party copyrights. Each contractual party will immediately advise the other in writing if any claims are raised against them for breach of such rights.

2. In the event the delivery item breaches an industrial proprietary right or third-party copyright, we will choose to either modify or replace the delivery item, at our expense, so that no more third-party rights are breached but the delivery item still fulfils the contractually agreed

purposes, or grant the customer a usage right by virtue of a licensing agreement. If we are unable to do this within a reasonable time frame, the customer is entitled to withdraw from the contract or reduce the purchase price appropriately. Any customer compensation claims are governed by the restrictions in point XI. of these General Terms and Conditions.

3. In the event of legal breaches caused by products delivered by us but made by other manufacturers, we will choose to either assert our claims against the manufacturer and upstream suppliers on behalf of the customer, or assign them to the customer. Claims against us only exist in the cases mentioned here in point XII. if judicial assertion of the aforementioned claims against the manufacturer and upstream supplier has been unsuccessful or is futile, e.g. due to bankruptcy.

XIII. RETENTION OF TITLE

1. We reserve the right to retain ownership of the items supplied by us until all our claims from the business relationship, including future claims, from contracts concluded simultaneously or subsequently, are settled. This also applies if some or all of our claims have been included in an ongoing invoice, and the balance has been set and acknowledged. The item, as well as the substitute item governed by the retention of title as per this point XIII is hereinafter known as the reserved item.

2. In the event the customer falls into default with payment, we are entitled to retract the reserved item after sending a reminder, and the customer is obliged to return it.

3. Once the reserved item has been retracted, we are authorised, but not obliged, to use it. The net proceeds are credited against the customer's liability – minus the appropriate usage costs. If our withdrawal right is not exercised, we are entitled to a compensation right in the legally stipulated cases.

4. During the retention of title period, the customer is obliged to handle the reserved item with care. It is particularly obliged to insure it, at its own expense, against fire damage, water damage and theft. The customer must perform regular maintenance and inspection work at its own expense, insofar as these are necessary.

5. When asserting the retention of title, and seizing any reserved items, we are only entitled to withdraw from the contract if an appropriate performance deadline set by us has elapsed, and we expressly declare our withdrawal.

6. The customer must immediately inform us of seizures, other third-party interventions or damages to/destruction of the reserved item or part thereof, to as to enable us to assert our ownership rights. The same applies in the event bankruptcy proceedings are initiated on the

customer's assets. Insofar as the third party is not able to reimburse us for the relevant prosecution costs, including the judicial and extrajudicial costs for third-party proceedings, the customer is liable for the loss we incur.

7. The request to initiate bankruptcy proceedings on the customer's assets entitles us to immediately withdraw from the contract and demand immediate return of the reserved item.

8. Until the enforcement event occurs, the customer is entitled to resell and/or process the delivered item as part of its normal business operations. Pledges and assignment as collateral are permitted.

9. If the item is processed by the customer, it is agreed that this shall be done in our name and on our behalf as the manufacturer, and that we directly acquire ownership or – if the item is processed using materials from several owners, or the value of the processed item is greater than that of the reserved item – co-ownership of the new item based on the ratio between the reserved item's value and the value of the new product. In the event we do not acquire such ownership, the customer immediately transfers its future ownership or co-ownership – in the aforementioned ratio – of the new product to us as collateral. If the reserved item is combined or inseparably mixed with other items to create one new product, and if one of the other items is considered the main component, we, insofar as the item belongs to us, transfer co-ownership of the final product to the customer based on the proportions stated in clause 1.

10. In the event of resale, the customer immediately assigns us, by way of security, all claims against the purchaser or third parties which it incurs as a result of the resale, regardless of whether or not the item has been resold processed or unprocessed. The assignment includes other claims which substitute the reserved item, or are otherwise incurred as a result of the reserved item, e.g. insurance claims or claims resulting from unauthorised actions in the event of loss or destruction. If the delivered item is resold together with other items not belonging to us, the customer's claim against the purchaser, totalling the delivery price agreed on between us and the customer, is considered as having been assigned. If, according to point 9 above, we have co-ownership of the sold item, the assignment is made to us based on our ownership share. The portion of the claims assigned to us must be given priority. If the customer connects the delivery item with a piece of land, he shall, without further declarations, also assign to us his claim, which is due to him as compensation for the connection with a third party, in the amount equal to the amount due by the customer Invoiced price of the delivery item.

The customer remains authorised to collect the assigned claims. This does not affect our entitlement to collect the

claims ourselves. We do, however, commit to not collecting the claims and not to revoke the collection authority of the customer, insofar as

- the customer does not duly comply with its payment duties, or
- bankruptcy is not filed for
- there are no reasonable indications of over-indebtedness or imminent insolvency of the customer

We can otherwise ask the customer to

- advise us of the assigned claims and their debtors,
- provide us with all information necessary for collection,
- provide the relevant documents and advise the debtors of the assignment, unless already done by the customer.

11. In the event the reserved items are resold, the customer commits to reaching an agreement with its purchaser to the effect that ownership is only transferred if the purchaser has fully complied with its payment duty to the customer.

12. If the value of the securities to which we are entitled permanently exceeds the claims due to be protected by more than 20%, we release securities as appropriate, and at our discretion, at the customer's request. The same applies if securities are eventually no longer required.

XIV. NON-TRANSFERABILITY OF CONTRACTUAL RIGHTS, ONWARD DELIVERY

1. The customer may not transfer its delivery entitlement to third parties without our express consent. The same applies for the entitlement to manufacture the promised product. The customer can, in individual cases, raise a plea of estoppel against assertion of assignment prohibition.

2. At our request, the client is obliged to prove the items' whereabouts.

3. If the client or one of its downstream purchasers breaches these conditions, it must pay for the lost profit, insofar as this is proven by us or claims for this are raised against us.

XV. JURISDICTION, APPLICABLE LAW, SEVERABILITY CLAUSE

1. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is, if the customer is a merchant, a legal entity under public law or a special fund under public law, at our option our place of business or the domicile of the customer. For lawsuits against us, our place of business is the exclusive place of jurisdiction. Mandatory legal provisions on exclusive jurisdictions remain unaffected by this provision.

2. Federal German law applies for the contract and execution thereof as defined by the aforementioned regulation. The UN convention on contracts for the international sale of goods does not apply.

3. If individual provisions of this contract, including these General Terms and Conditions for deliveries and services, are or become invalid, this shall not affect the validity of the remaining provisions. The fully or partially invalid provision shall be replaced by one whose economic purpose comes as close as possible to the original, invalid provision.