I. Scope, Form

1

These General Conditions of Sales and Delivery apply exclusively for all contracts concluded with us for supplies and miscellaneous services. Deviating or conflicting terms and conditions shall not be recognised by us unless we have expressly agreed to them in writing.

2

These terms and conditions of sale shall also apply to all future transactions between the parties and also if we carry out the delivery of the goods in the knowledge of deviating or conflicting terms and conditions.

3.

Our General Terms and Conditions of Sale and Delivery shall only apply vis á vis entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

4.

Individual agreements made on a case-by-case basis with the customer (including ancillary agreements, supplements and modifications) in all cases take precedence over the provisions of these General Conditions of Sales and Delivery. In the absence of evidence to the contrary, a written Contract or our written confirmation shall be authoritative regarding the content of such agreements. This applies equally to ancillary agreements and to guarantees and undertakings given by our own sales personnel.

5.

Legally relevant statements and notifications by the customer relating to our General Conditions of Sales and Delivery and other contracts (for instance setting deadlines, notice of defects, withdrawal or claim for reduction of purchase price) must be in writing i. e. in written or text form (e. g. letter, e-mail, fax) to be effective. Legal form requirements and further evidence, in particular in the case of uncertainty as to the authorisation of the person making the claim remain unaffected by this provision.

II. Conclusion of Contract and Delivery

1.

Our quotations are subject to confirmation and are not binding. Technical descriptions (such as data sheets, drawings, plans, calculations, references to DIN standards) and other product details given in quotations, brochures and on the Internet in our e-shop and on which we reserve title and copyright rights are also non-binding, unless they have been contractually agreed as a specific quality specifications.

2.

The order for the goods placed by the customer is deemed a binding offer to enter into a contract. We are entitled to accept the customer's order within 14 days of our receiving it. Acceptance is confirmed by separate e-mail sent by us to the e-mail address given by the customer in his registration details. Acceptance may be declared either in writing or by e-mail (e.g., in the form of an order confirmation) or by unconditional delivery of the goods to the customer.

3.

By presenting and advertising items in our e-shop, we do not make a binding offer to sell specific goods. By sending an order via the e-shop by clicking the "Order" button, the customer places a legally binding order. The temporal binding to this order is legally regulated in § 147 of the German Civil Code (BGB) applies to the time commitment to this order. We will confirm receipt of your order placed through our online shop by e-mail without delay. Such an e-mail does not indicate binding acceptance of the order unless such acceptance is stated alongside confirmation of its receipt. A contract only comes into being when we confirm acceptance of your order, when our services are invoiced to the customer or by the physical delivery of the articles ordered.

4.

The scope of our delivery obligation is shown in our acceptance of the order. Alterations to design, type and colour due to technological improvements or legislative requirements are reserved, provided such alterations are not intrinsic in nature or otherwise unreasonable for the customer to accept.

5.

In the case of pre-packed goods sold by quantity, the average number delivered is determined by a sampling method and represents at least the nominal quantity. Deliveries of pre-packed goods in quantities exceeding contents of 100 are subject to possible variations of +/- 4 %. Insofar as the goods requested are not standard or catalogue goods but special parts, we are entitled to over- or under-deliver by 15%.

6.

We are entitled to make partial deliveries in cases when

- the partial delivery is usable for the customer within the scope of the contractual intended purpose,
- delivery of the remaining goods ordered is assured and
- the customer does not incur any significant additional efforts or costs as a result (unless we agree to bear these costs).

7.

If the customer is in default of acceptance, fails to cooperate or if the delivery is delayed for any other reason for which the customer is responsible, we are entitled to demand compensation for the damage resulting therefrom, including additional expenses (e. g. storage costs).

III. Delivery Schedule and Delays in Delivery

1.

The delivery schedule will normally be individually agreed or quoted by us on acceptance of the order. Where this is not the case, delivery will be made in approximately three weeks from conclusion of the Contract.

Binding delivery periods shall be extended appropriately without any claim for damages against us, in particular in the following cases:

- if we do not receive the information we require for the fulfilment of the contract in good time, or if it is subsequently modified;

- if the customer or third parties are in arrears with deliveries or work to be carried out or are otherwise in default with the fulfilment of contractual obligations and we are not responsible for this.

2.

If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the goods or services), we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the goods or the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. The following in particular shall be deemed to be cases of non-availability of the goods or the service in this sense

- if our sub-supplier fails to deliver on time and if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault or if we are not obliged to procure in the individual case
- if obstacles or unforeseen events occur at our premises, at the customer's premises or at the premises of our sub-suppliers which cannot be avoided or are beyond our control (in particular for example force majeure, war, international tensions, riots, shortage of raw materials, epidemics, pandemics, operational disruptions, strikes, officially ordered closures of infrastructure and plants or similar) or
- if official formalities and/or securities to be provided by the customer are not provided in due time.

3.

Our default in delivery is determined in accordance with the statutory provisions. In every case however, a reminder by the customer is required, specifying a further deadline, normally of at least 14 days.

IV. Prices and Terms of Payment

1.

Except as otherwise agreed in individual cases, the prices applicable are those valid at the time the contract is concluded which are ex warehouse Illerrieden, plus the legal rate of VAT. Ancillary charges such as packaging, carriage, installation, import and export customs duty, insurance, taxes, charges for calibration or approval procedures ordered by the authorities or the customer etc. and other public fees and charges are invoiced separately.

2.

In the case of sale to destination according to customer's instructions the customer bears the costs of transport ex warehouse and the costs of transport insurance if the customer requires this. Customs charges, fees, taxes and other miscellaneous public fees are also borne by the customer. Transport and all other packing is non-returnable, in accordance with the Packaging Ordinance but becomes the property of the customer, with the exception of pallets.

3.

Prices are quoted in the respective currency of our price lists excluding VAT.
The minimum order value is EUR 100 and the minimum item value is EUR 10.

4.

We reserve the right to make price adjustments when market conditions or rates of exchange alter significantly. The prices quoted are only binding when and to the extent that the customer has notified us of a corresponding binding deadline.

5.

Except where otherwise agreed, the purchase price is due and payable within 30 days of the invoice issue date and delivery or acceptance of the goods. For Service & Repair, a payment term of 14 days shall be deemed agreed.

6.

We are entitled to make or provide outstanding deliveries or services only against payment in advance or collateral security when after conclusion of the contract circumstances come to our notice which are likely to significantly reduce the creditworthiness of the customer and impair

the customer's ability to settle our accounts still outstanding in regard to the respective contract relationship (including those for other individual orders to which the same framework agreement applies). If the customer is not in a position to make payment in advance, we are entitled after giving a further time limit to withdraw from the Contract.

7.

Upon expiry of the aforementioned payment deadline under clause 5, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 German Commercial Code (HGB)) remains unaffected.

V. Offsetting, Retention

1.

The customer is only entitled to offset to the extent that his counter-claim is undisputed, has been legally established, or has been recognised by us. The customer is only entitled to claim rights of retention in respect of counter-claims arising from the same contractual relationship.

2.

If after the Contract is concluded there is evidence (e.g., due to an application being made to open insolvency proceedings) that our claim to the purchase price of the goods is at risk due to the customer's ability to pay, in accordance with legal provisions we are entitled to refuse performance and – if necessary after setting a deadline – to withdraw from the Contract (see Paragraph 321 German Civil Code (BGB). Where contracts for the manufacture of non-fungible goods (custom-made products, individual productions), we are entitled immediately to notify our withdrawal; legal regulations regarding the dispensability of setting a deadline remain unaffected.

VI. Transfer of Risk and Traceability

1.

Delivery shall be made from 89186 Illerrieden, Germany or 6301 Zug, Switzerland, whichever is the place of performance. At the purchaser's request and expense, the goods will be shipped to another destination according to customer's instructions ("*Versendungskauf*"). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. However, in the case goods will be shipped to another destination according to customer's instructions ("*Versendungskauf*"), the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

2.

If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses.

3.

Any transport damage must be reported by the customer to the carrier before acceptance of the goods or after acceptance in accordance with the statutory requirements and deadlines.

4.

Insofar as we are required to ensure the traceability of goods, this shall be done by providing the necessary information on the package label. After delivery of the products to the customer, the customer shall be responsible for ensuring that we can be traced as the supplier.

VII. Retention of Title

1.

We retain title to all goods delivered until settlement of all our receivables, including future accounts arising from this business relationship. The insertion of individual accounts in a current account or striking of a balance and acknowledging it as a debt does not invalidate retention of title.

2.

Before the complete settlement of secured debts, goods subject to retention of title to ownership must not be pledged to third parties nor assigned by way of security. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or in the event of access or seizures by third parties (such as in the shape of attachment) to the goods to which we hold title.

3.

Should the customer violate the terms of the contract, in particular by failing to pay the due purchase price, we are entitled, in accordance with legal provisions, to withdraw from the Contract and / or to demand the return of the goods subject to retention of title. The demand to return the goods does not at the same time imply a statement of our intention to withdraw from the Contract; we are indeed entitled to demand return of the goods and to reserve our position on withdrawal. If the customer fails to pay the purchase price due, we may only claim these rights when we have unsuccessfully allowed the customer a reasonable period of grace to make payment or when granting such a period of grace is dispensable according to legal regulations.

4.

The customer is legally obliged to store the goods purchased from us and subject to our retention of title separately from any third-party goods to which he holds title. If contrary to this obligation goods subject to retention of title are mixed or blended with third party goods so that they can no longer be separated from the third-party goods, we become co-owners of these goods in accordance with the statutory legal provisions. If due to the combining the customer acquires sole or joint ownership, he assigns joint ownership to us in the proportion of the value of our goods subject to retention to the value of the third-party goods at the time of the mixing / combining. The value of our goods is determined in accordance with our list price, taking into

account a reasonable rebate for usage. In such cases, the customer must look after the goods in our ownership or part-ownership, as the case may be, which are also deemed to be goods subject to reservation of title to ownership, free of charge.

5.

In accordance with (c) below, the customer is authorised to resell and / or to re-process the goods subject to retention of title in the normal course of business. In this case, the following additional regulations apply

a) The retention of title extends to the full value of the new products created by processing, mixing or combining our goods, whereby we are deemed to be the manufacturer. If in processing, mixing or combining with third party goods, the latter's retention of title prevails, we acquire co-ownership in proportion of the invoiced value of the processed, mixed or combined goods. In addition, the same applies to the product created as for the goods supplied subject to retention of title. The value of our goods is determined in accordance with our list price, taking into account a reasonable rebate for usage.
b) The customer assigns all receivables or an amount thereof corresponding approximately with the value of our co-ownership proportion created against third parties arising from the selling on of the goods or product in accordance with the section above by way of a collateral security. We accept this assignment. The customer's obligations listed in section 2 also apply in view of the liabilities assigned.
c) The customer retains authority to collect payment, alongside ourselves. We undertake not to collect the payment as long as the customer fulfils his payment obligations to us, there is no question as to the quality of his performance and we have not had to make use of our right to claim reservation of title in accordance with Section 3. Should we have had to do so however, we may require that the customer reveals to us the debts owed and the debtors, gives us all details necessary for us to collect the receivables, hands over all the relevant documentation to us and advises the debtors (third parties) of the assignment. We are also entitled to notify the debtors of the assignment ourselves. In addition, in this case we are also entitled to rescind the customer's authority to continue to sell or to process the goods subject to retention of title.
d) If the realisable value of the securities exceeds our receivables by more than 10 %, we will release securities at our option at the customer's request.

6.

The customer must notify us without delay concerning execution measures instituted by third parties affecting the goods subject to retention of title or the assigned outstanding accounts and hand over all necessary documents to enable an objection to be lodged.

7.

On payments being stopped, application being made to open insolvency proceedings (rights of the administrator as per the Insolvency Ordinance [InsO]) or out-of-court composition proceedings, the rights to continue to resell, use or install the goods subject to retention of title and the authority to collect the assigned debts lapse.

8.

Should the customer not co-operate in this segregation, we shall be entitled to undertake it ourselves, with the assistance of an expert.

VIII. Warranties

1.

For the rights of the customer in case of defects as to quality and defects of title (including incorrect and short deliveries as well as incompetent installation or faulty fitting instructions) the legal provisions apply, except as otherwise provided in the following.

2.

The customer is responsible for the installation and use of the goods. The basis of our liability for defects is primarily the agreed quality of the goods. All product descriptions and manufacturer's specifications that are the subject of the individual contract or product standards DIN, ISO, SN that have been agreed according to data sheets or order documents shall be deemed to be an agreement on the quality of the goods.

We expressly point out that information on friction values are only guide values, as friction values can vary depending on the substrate, geometry, friction partners or type of coating process and depend on a variety of other factors, such as material pairings or type of lubrication, etc. For this reason, we do not assume any liability for their correctness or compliance with the values.

As far as quality has not been agreed upon the presence or absence of a defect shall be determined based on the statutory regulations (Section 434 (1) 2 and 3 of the German Civil Code (BGB)).
However, we accept no liability for public statements by the manufacturer or other third parties (e.g. advertising statements) to which the customer has not drawn our attention as being decisive for the purchase.

Furthermore we expressly draw attention to the fact that there is a risk of hydrogen-induced brittle fracture when using fasteners that have been heat-treated to a hardness of 360 HV and above, as well as galvanically surface-treated fasteners (especially with a strength class of 12.9). The international standard ISO 4042 also explicitly refers to this risk. If the customer chooses to select and purchase fasteners whose properties, strength and manufacturing process include a high probability of hydrogen-induced brittle fracture, then the customer assumes full risk for this. We accept no responsibility or liability in connection with the use of these fasteners. To the extent permitted by law and within the limitations of section IX, we shall in particular not be liable for direct and indirect damage caused by these brittle fractures. To the extent that third parties (for whatever legal reason) assert claims against us resulting directly or indirectly from hydrogen-induced brittle fractures, the customer shall indemnify us in full against all related losses, liabilities, damages, costs and all expenses upon first written request. This also includes all reasonable court and legal costs.

Unless expressly agreed in writing, we in particular do not warrant the suitability of the goods with regard to the general purpose, type of use or field of application or for the constructional aspects of the object of application. If we comment on questions concerning construction and/or assembly, we rely on the information provided by the customer and merely make recommendations. Our information is based on theoretical considerations or test results, which are worked out in the laboratory under laboratory conditions. They are to be checked by the customer under practical conditions. If we adapt the goods to specific requirements at the customer's request, we do not give any guarantees with regard to the adaptations.

We accept no liability if generally applicable operating conditions or operating conditions specified by us or approved in writing are not complied with or if changes are made to the goods without our express approval.

We shall only assume liability for engineering, technical consulting or similar services if this has been expressly agreed in writing.

2.
As a matter of principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 of the German Civil Code (BGB)). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory duties of inspection and notification (§§ 377, 381 of the German Commercial Code (HGB)). In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing within seven calendar days of delivery and defects which are not recognisable during the inspection must be notified to us within the same period of time after discovery. If the customer fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the purchaser shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").

3.
If the goods delivered prove to be defective, we are obliged to provide subsequent performance and are entitled to do so. Subsequent performance will be, at our option, either by rectification or replacement delivery.

We are entitled to make the subsequent performance which is due dependent on the customer paying the relevant purchase price. The customer is entitled to retain a reasonable proportion of the purchase price, reflecting the defect in the goods delivered.

4.

The customer is obliged to allow us the time and opportunity to provide the subsequent performance which is due and in particular to hand over the defective goods for the purpose of testing them. In the case of a replacement delivery, the customer must return the defective goods to us in accordance with legal provisions. In the event that a demand by the customer for correction of a defect turns out to be unjustified, we can demand reimbursement of the costs arising from this (in particular inspection and transport costs) from the customer unless the lack of a defect could not have been detected by the customer.

5.

When the subsequent performance turns out to be unsuccessful or a reasonable deadline to be set by the customer expires without result or is dispensable in accordance with legal regulations, the customer may withdraw from the purchasing contract or claim a reduction in the purchase price. However, there is no right of rescission if the defect is insignificant.

6.

Customer claims for compensation or for reimbursement in respect of frustrated expenditure may only be made as per Paragraph IX and are otherwise excluded.

7.

When considering the amount of a claim to be met by us, our economic circumstances, type, extent and duration of the business relationship, any contributory causation and/or fault theon the part of the customer in accordance with Paragraph 254 of the German Civil Code (BGB) and a particularly unfavourable installation situation of the part supplied are to be reasonably taken into account to our benefit. In particular, the compensation, costs and expenses we are expected to bear must be in reasonable proportion to the value of the part delivered.

8.

The warranty lapses in whole or in part,

- if without our agreement the customer alters the item delivered or has it altered by a third party and the correction of a defect is thereby made impossible or unreasonably difficult; in any event, the customer must bear the additional costs for correcting the defect which are occasioned by such an alteration;
- in the event of unsuitable or improper handling of the goods, incorrect setting up or commissioning by the customer or third parties, fair wear-and-tear, wrong or careless handling, inadequate servicing, unsuitable operating supplies, defective structures, unsuitable building land, chemical, electro-chemical or electrical influence where these would not be reasonably expected by us;
- on inadequate or inexpert repair by the customer or third parties or unauthorised alterations to the goods.

IX. Liability

1.

Except as otherwise provided in these General Conditions of Sales and Delivery, including the following conditions, we shall be liable for a breach of contractual and/or non-contractual obligations in accordance with the relevant statutory provisions.

2.

We are liable to the customer in accordance with the legal provisions for expenditure necessarily incurred for subsequent performance, provided the customer has in good faith installed a defective purchased part of a type which should have been suitable for the purpose or has fitted the said defective purchased part to another unit. When considering the amount of expenditure to be reimbursed by us in respect of subsequent performance, the overall commercial situation between the two parties and the significance of the defect for the business transaction in question must be reasonably taken into account. The costs and expenses connected with subsequent performance are to be set in relation to the purchased goods. Where these costs and expenses exceed the value of the purchased goods and we are not responsible for having delivered the defective goods, our reimbursement of subsequent performance is limited to 100

% of the value of the defective purchased goods. If it can be demonstrated in contrast that we were responsible for delivery of the defective goods, our reimbursement of subsequent performance is limited to a maximum of 150 % of the value of the defective goods. If the reimbursement to be made by us is disproportionate, the legal regulations shall apply. There shall be no reduction to a “reasonable amount” or to the proportions quoted previously.

3.

We are liable for compensation in the event of intent or gross negligence, irrespective of legal grounds. In the event of simple negligence, we are liable, subject to a milder measure of liability in accordance with legal provisions (e.g., for care in attending to our own affairs) only

- for damage or injury to life, body or health,
- for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on whose observance the contractual partner regularly relies and may rely) is limited to compensation for the foreseeable, typically occurring damage.

4.

The restrictions on liability derived from section 2 do not apply in the event that we have fraudulently concealed a defector have undertaken a guarantee concerning the quality of the goods. The same applies in the case of the customer making a claim under the provisions of the Product Liability Act.

5.

The customer may only withdraw from or give notice to terminate the contract on account of an infringement of obligation which does not relate to a defect when we are responsible for the infringement. A free right of termination of the customer (in particular in accordance with Paragraphs 651, 649 BGB) is excluded. Otherwise, the legal provisions and consequences apply.

6.

Our liability for damages, losses and indemnities in connection with further services rendered (including, but not limited to, development and engineering services or logistics solutions which go beyond the application of the recognised rules of technology) shall - to the extent permitted by law and within the limitations set out in this section IX - be limited to the following for

(a) individual orders up to a maximum of the order value; and

(b) for standing orders, to a maximum of the amount invoiced by us in the last 12 months per year and per claim.

7.

The reports on the problem solution prepared by us within the scope of the further services are a preliminary, exclusively technical statement based on our current state of information and knowledge, subject to further verification and complete information by the customer on causes and remedial measures. Without prejudice to the use of terms in the form, it does not make any statements on contractual or statutory liability or compensation claims. It does not contain or create, directly or indirectly, any acknowledgement of fault, obligations, liability or any other claim against us.

X. Statute of Limitations

1.

Warranty claims become statute-barred within twelve months of transfer of risk. Provided an acceptance has been agreed, the limitation period commences with the acceptance.

2.

If, however, the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be five years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 of the German Civil Code ("BGB")).

3.

The above limitation periods in sale of goods law also apply to contractual and non-contractual compensation claims made by the customer in respect of defect in goods, unless applying the

normal legal limitation (Paragraphs 195, 199 German Civil Code ("BGB")) would lead to a shorter limitation period in the individual case. However, customers' compensation claims as per Paragraph IX Section.3 and also according to the Product Liability Act lapse exclusively in accordance with the legal provisions.

XI. Export Controls and Sanctions

The customer undertakes to comply with the applicable national, European, American and international sanctions and export control regulations in the further use of goods deliveries and further services purchased from us. This includes, but is not limited to, the prohibition of the sale or export of goods to sanctioned countries, to sanctioned end-users or for prohibited end-uses such as for the development of armaments without the necessary authorisation under the applicable legislation.

XII. Industrial Property Rights

1.

Copyrights and other intellectual property rights and rights of protection which arise in connection with our supplies of goods or services shall retained exclusively by us. These rights cover, among other thins, our drawings, plans, technical and other documents, software programmes and other solutions developed by us.

2.

Non-transferable and non-exclusive rights of use granted to the customer expressly and in writing shall remain reserved.

3.

We are entitled to use and to develop further, in our work for other customers, any generally exploitable knowledge and expertise, as well as experience and skills, which we have acquired in the course of supplying our goods or services.

XIII Secrecy

Each contraction partner shall treat confidentially the other's business data, documents and information to which he has access, and which are neither generally accessible nor in the public domain. He may not make these available to third parties, either directly or indirectly, or exploit them in other ways. Such data, documents and information may be used only for the purpose of fulfilling the contract. With this in mind the contracting partners must take all necessary steps to prevent this data being passed to or exploited by third parties. Employees of the contracting partners – unless already bound to secrecy by the terms of their employment contract – must undertake to preserve the secrecy of the data, documents and information. The obligation to maintain secrecy shall continue to apply even after our contractual relationship comes to an end.

X IV Data Privacy

Each contracting party undertakes to comply with the applicable data protection regulations. For further information, we refer to our data privacy policy on www.bossard.com.

XV. Final Provision

1.

This Contract is governed by the laws of the Federal Republic of Germany, and the UN CISG is expressly excluded.

2.

For all claims and disputes arising from this Contract or in connection with these General Conditions of Sales and Delivery, it is agreed that the court with exclusive jurisdiction shall be Ulm, Germany. We are nevertheless entitled to take action against the customer at the court responsible for his own place of business.

3.

If any individual provisions of these General Terms and Conditions are or be-come completely or partially void and/or ineffective, the validity of the remaining provisions or parts thereof shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that

come as close as possible economically to fulfilling with legal effect the meaning and purpose of the invalid and/or ineffective provisions. The same shall apply if these General Terms and Conditions are incomplete.

4.

The original language of the Contract is German. In the event of deviations between the German version of these terms and conditions and any version in another language, the German authentic text prevails.