

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



I. General, applicability

1. These general terms and conditions of business (GTC) shall apply for all our business relationships with our customers (also referred to as clients). The GTC shall apply only if our client is an entrepreneur (Art. 14 BGB), a legal entity under public law or a special fund under public law.
2. The GTC shall apply in particular for contracts on the sale and/or delivery of goods and chattels without taking into consideration whether we manufacture the goods ourselves or purchase them from suppliers. The GTC shall also apply as a framework agreement for future contracts with the same client on the sale and/or delivery of goods and chattels without us having to refer to them again in each individual case.
3. Our GTC shall apply exclusively. Terms and conditions of business of the client or a third party shall not apply, even if we do not object to their validity in an individual case. Even if we refer back to correspondence that contains or refers to the terms and conditions of business of our customer or a third party, this shall not constitute agreement to the validity of said terms and conditions of business.
4. Individual agreements concluded with the client in an individual case shall take precedence over these GTC. A written contract or our written confirmation shall be decisive for the content of such agreements.
5. Legally relevant declarations and notifications that the client must submit to us upon conclusion of the contract (e.g. notice of defects, deadlines, etc.) must be in writing (Art. 126b BGB) to be effective.
6. References to the validity of statutory provisions shall only be of clarifying importance; statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded by these GTC.

II. Quotes, conclusion of contract, etc.

1. Our quotes shall be subject to change and be non-binding. This shall also apply if we have provided our customer with technical documentation (e.g. drawings, calculations, references to DIN norms), other product descriptions or documentation.
2. The client may accept orders or contracts within 14 days of receipt of our quote.
3. An order of goods from our client shall constitute a binding offer to enter into a contract. Provided that nothing else arises from the order, we shall be entitled to accept this contractual offer within 4 weeks of receiving it.
4. Acceptance may either be declared in writing (e.g by confirming the order) or by supplying the goods to our customers.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



5. The written contract as concluded including these general terms and conditions of business shall be decisive for the legal relationship with our client. It reflects all the understandings between us and the client. Verbal commitments from our side before concluding this contract shall be legally binding. Verbal agreements shall be superseded by the written contract, provided they do not expressly indicate their continued application.

Public statements on our part or by other third parties, especially advertising material, shall not constitute an agreement regarding the quality or contain a promise of guarantee.

6. Amendments or additions to the concluded contractual agreements, including these general terms and conditions of business, must be made in writing to take effect. Our employees, with the exception of managing directors and general managers, shall not be entitled to come to verbal agreements that deviate from this. Transmission by telecommunication (e.g. e-mail or fax) shall be deemed adequate to observe the written form.

7. Information on our part regarding the subject matter of the delivery or performance (e.g. technical data, weights, dimensions, tolerances, capabilities) as well as illustrations, e.g. in the form of drawings or images, shall only be approximately applicable insofar as applicability does not assume exact compliance for the contractually assumed purpose. Insofar as this is the description or identification marking of our delivery or performance and does not involve guaranteed quality features. Customary deviations and those that result from legal provisions or that constitute technical improvements shall be permissible insofar as they do not interfere with the usability for the contractually assumed purpose. This shall apply accordingly for the replacement of parts by equivalent parts (e.g. parts of assembly groups).

8. We reserve proprietary rights or copyright to all quotations and cost estimates that we submit as well as to the documentation that we make available to our customer, e.g. drawings, illustrations, calculations, catalogs, models, tools and other documentation and resources. Without our express consent, the client may not make objects or documentation of that kind available as such or with regard to content to third parties, or disclose them, use them themselves or allow use by third parties or duplicate them. At our request, our customer shall return the object in full to us and any possible copies made if they no longer require it in the orderly course of business or if negotiations do not lead to the conclusion of a contract.

9. With regard to deviations in quantity, the following regulations in III. Clause 6 shall be decisive.

10. As a matter of principle, samples shall be provided at extra cost. Provision of samples only serves as a quality agreement and does not constitute a guarantee.

11. Unless otherwise agreed, tools shall not pass into the ownership of our contractual partner, even in the event of charging full costs.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



III. Prices, payment terms

1. The quoted prices are binding. The prices shall apply to the scope of services and delivery stated in the order confirmations. The prices are quoted ex works plus packing and statutory VAT; export shipments are plus customs duties and other public charges. In the case of sale by delivery to a place other than the place of performance, the client shall bear the transport costs ex-works and the cost of any goods in transport insurance that they may require. In accordance with the Regulation on packaging, we do not take back transport packaging and all other packaging; this shall become the property of our customer. This exclude palettes and lattice boxes.
2. The purchase price is due for payment and must be settled within 14 days of invoicing and delivery or acceptance of the goods.
3. The client shall be deemed in default as soon as the preceding period allowed for payment has expired. During the default period, the purchase price shall be subject to interest at the legally applicable default interest rate. We reserve the right to assert a further claim for damages caused by delay. Our claim to commercial maturity interest (Art. 353 German Commercial Code) shall remain unaffected.
4. The client shall only be entitled to set off rights or rights of retention if their claim has been established as final or absolute or is undisputed. Notwithstanding this, counterclaims by our contractual partner shall remain unaffected in cases of defects in delivery, in particular in accordance with VII of these GTC.
5. We shall be entitled to only make outstanding deliveries or give performance against prepayment if circumstances become known to us after conclusion of a contract that are suitable to significantly decrease the credit rating of the client and due to which payment is jeopardized of our outstanding claims by the client arising from the respective contractual relationship (including those from other individual orders to which the same framework contract applies). Apart from that, the regulations of Art. 321, in particular paragraph 2 BGB, shall continue to apply.
We may declare our immediate withdrawal in the case of contracts regarding the production of unjustifiable items (made-to-order production, e.g. according to drawings); the statutory regulations regarding the dispensability of the deadline shall remain unaffected.
6. On account of technical circumstances during production or commercial circumstances during the procurement of half-finished products for supply to our client, it is possible that we will not be able to provide the exact quantity during production. The contract shall be adapted following excess quantities or shortfalls to an extent of up to 10%. Such deliveries of excess quantities or shortfalls shall not constitute a deficiency. Accounting shall be in accordance with the actual delivery quantity.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



IV. Delivery, delivery time, default

1. The deadlines and schedules that we promise for deliveries and performance shall always only be approximately applicable, unless an express fixed deadline or a firm date has been assured or agreed. If forwarding has been agreed, the terms of delivery and delivery times shall refer to the time of handover to the forwarding agent, freight carrier or other third parties commissioned with the transport.

2. If we are unable to comply with binding delivery times for reasons for which we are not responsible, we shall immediately inform our client of this and notify them of the anticipated new delivery time at the same time. If performance is also not possible during the new delivery time, we shall be entitled to withdraw from the contract in full or in part; we shall immediately refund any consideration already paid by our customer. In particular, failure to deliver on the part of our suppliers shall apply as a case of unavailability of performance to this effect, provided that we have concluded a congruent covering transaction and that neither we nor our supplier are to blame.

3. The beginning of default in delivery shall be regulated by the statutory provisions. At any rate, a reminder from our customer shall be necessary.

If there is a delay in delivery, the client shall be able to demand liquidated damages for delay. The lump-sum compensation amounts to 0.5% of the net price (net value of the goods delivered) for every full calendar week of the delay; however, in total no more than a maximum of 5% of the delivery value of the goods delivered behind schedule. We reserve the right to provide proof that our customer did not suffer any damages at all or only significantly lesser damages than the preceding lump sum.

4. We shall not be liable for deliveries that are not possible or for delays to deliveries if they were caused by force majeure or other events unforeseeable at the time of concluding the contract (disruptions of all kinds, difficulties procuring the material or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in procuring necessary official permits, official measures or the failure to deliver, incorrect delivery or untimely delivery by suppliers) for which we are not responsible. If such events significantly complicate the delivery or performance or make it impossible and the impediment is not only of a temporary duration, we shall be entitled to withdraw from the contract. In the case of temporary obstructions, delivery or performance periods will extend or the scheduled delivery dates or performance schedules will shift by the duration of the hindrance plus a reasonable start-up period. If the client cannot reasonably be expected to accept the deliveries or performances as a consequence of the delay, they shall be entitled to immediately withdraw from the contract by providing us with a written declaration of their intention to do so.

5. We shall be entitled to make part-deliveries if

- the part delivery is suitable for our client within the scope of the contractual intended use,

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



- the delivery of the remaining ordered goods is guaranteed, and
- our customer does not incur any significant extra costs or additional expenses due to this (unless we declare our readiness to assume said costs).

6. If we fall behind with delivery or performance is not possible for whatever reason, our liability for damages shall be restricted to claims for damage within the provisions of Clause IX of these GTC.

7. We may – irrespective of our rights arising from default on the part of the client – request from them an extension of the delivery and service deadlines or a postponement of the delivery and service dates by the time which our client does not fulfill their contractual obligations towards us.

V. Place of fulfillment, transfer of risk, shipment, call-off order, etc.

1. The place of fulfillment for all obligations arising from the contractual relationship shall be our head office, unless otherwise agreed. At the request and at the expense of our customer, the goods shall be sent to another destination (sales shipment). Unless otherwise agreed, we shall be entitled to determine the type of shipment in all respects; stipulation shall be at our best judgment.

2. The risk of accidental destruction or accidental impairment shall pass to the client at the latest upon handing over the delivery item. However, in the case of sale by delivery, the risk as well as the risk of delay shall already pass to our client on delivery (commencement of the loading process is decisive) to the forwarding agent, freight carrier or other third parties specified to carry out shipment. This shall also apply in the case of part-deliveries carried out and when we have also taken on other services. If the shipment or the handover is delayed as a result of circumstances caused by our customer, the risk shall transfer from the day on which the delivery item is ready for shipment and on which we notified our customer of this.

3. Our client shall pay storage costs after the transfer of risk. If we provide storage, the costs shall amount to 0.25% of the invoice amount per full week of the delivery items to be stored. The assertion and proof of claims of other or lesser storage costs shall remain reserved in each case. The lump-sum storage costs shall be offset against any further claims to payment.

4. If delivery on call has been agreed, call-off orders must be placed at the latest within 12 months of concluding the contract, if an alternative agreement has not been made in writing. We shall be entitled to assert our claim without a call-off order by the client after the preceding call-off, alternative agreement if applicable, has elapsed.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



VI. Retention of title

1. We shall reserve title to the goods sold until full payment of all our current and future claims arising from the contract of purchase and an ongoing business relationship (secured claims) has been made.

2. Before full payment of the secured claims, the goods under reservation of title may not be assigned to third parties or transferred as security. The client shall inform us immediately in writing if and insofar as there is access by third parties to the goods belonging to us.

3. If the client is in breach of contract, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract according to the statutory provisions or/and to demand surrender of the goods on account of the reservation of title. At the same time, the demand for surrender shall not include a declaration of withdrawal; in fact, we shall be entitled to simply demand surrender of the goods and reserve the right to withdrawal. In the event that the client does not pay the due purchase price, we may only assert these rights if we unsuccessfully set the client a reasonable deadline to make payment prior to this or if such a deadline is dispensable according to the statutory provisions.

4. The client shall be authorized to resell or and/or process the goods under retention of title in the due course of business. The due course of business shall be deemed to no longer exist if a petition for the opening of insolvency proceedings has been made, insolvency proceedings have been stopped for insufficiency of assets or in cases of the cessation of business or payment; in any case, we shall be entitled to object to the resale of goods under the reservation of title if we have just cause. If resale is permitted according to these regulations, the following provisions shall also apply.

a) The reservation of title shall extend to the products and their full value arising due to the processing, blending or linking of our goods, whereby we shall be regarded as the manufacturer. If the ownership of a third party continues to exist following processing, blending or linking with their goods, we shall acquire co-ownership proportionate to the invoice value of the processed, blended or linked goods. Apart from that, the same shall apply to the resulting product as to the goods supplied under reservation of title.

b) The client shall now already assign to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of any of our co-ownership shares in accordance with the preceding paragraph. We accept the assignment. The duties of the client mentioned in paragraph 2 shall also apply in consideration of the assigned claims.

c) The client shall be authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the client complies with their payment obligations towards us, is not in default of payment, has not made a petition for the opening of insolvency proceedings, and no other deficiency in their performance exists. However, if this is the case, we shall be able to demand that the client informs us of the assigned claims and the debtors, provides all

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



necessary details for collection, hands over the associated documentation and informs the debtors (third parties) of the assignment.

d) In the event that the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the client's request.

VII. Warranty, material defect

1. The statutory provisions shall apply to the rights of our customer in the event of material defects and defects of title (including incorrect delivery and short delivery as well as improper assembly or faulty assembly instructions), unless otherwise specified below. In all cases, the statutory special provisions shall remain unaffected in the case of final delivery of the goods to a consumer (Articles 478 and 479 BGB – supplier redress).

2. The basis of our liability for defects shall be the agreement reached on the quality of the goods.

3. Insofar as the quality has not been agreed, any assessment of whether a defect exists or not shall be made according to the statutory regulations (Article 434 para. 1 clause 2 and clause 3 BGB).

4. The warranty claims of our customer presuppose that they have complied with their legal obligation to inspect and requirement to make a complaint in respect of a defect (Articles 377 and 381 German Commercial Code (HGB)). If a defect appears during examination or at a later time, we must be notified of these defects immediately in writing. Notification shall be regarded as immediate if it is made within 8 calendar days, whereby timely posting of the notification shall suffice for the deadline. Irrespective of this obligation to inspect and requirement to make a complaint in respect of a defect, our client must give written notice of obvious defects (including incorrect delivery and short delivery) within 8 days, whereby timely posting of the notification shall also suffice in this case to comply with the time limit. If our client fails to carry out a proper inspection and/or make a complaint in respect of a defect, our liability shall be excluded for any complaint not made in respect of a defect.

5. At our request, any rejected item of delivery must be returned to us carriage paid. In the case of a justified complaint in respect of a defect, we shall reimburse the costs of the lowest priced shipping route. However, this shall not apply insofar as the costs increase, because the delivery item is at a place other than the place of intended use.

6. If the delivered item is defective, we may choose whether we effect supplementary performance by eliminating the defect (subsequent improvement) or by supplying a defect-free item (replacement delivery). Our right to refuse subsequent performance under the legal requirements shall remain unaffected.

7. We shall be entitled to make any supplementary performance owed conditional on our customer paying the due purchase price. However, the customer shall be entitled to retain a reasonable part of the purchase price proportionate to the defect.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



8. Our customer must give us the necessary time and opportunity to effect the required subsequent performance, in particular to hand over the rejected goods for testing purposes. In the case of a replacement delivery, our client shall return the defective item to us in accordance with the statutory provisions. Supplementary performance neither includes disassembling the defective item nor re-assembling it, if we were not originally obligated to assemble it.

9. If a defect actually exists, we shall cover the expenditure that we require for the purpose of inspection and supplementary performance, in particular transport costs, travel costs, labor costs and material costs (however, we shall not cover disassembly and assembly costs). However, if our customer's demand for rectification of a defect turns out to be unjustified, we shall be able to demand compensation for the costs incurred by this.

10. If the subsequent performance is unsuccessful or a reasonable deadline set by our client for subsequent fulfillment expires without success or is unnecessary in accordance with the statutory provisions, our customer may withdraw from the contract or reduce the purchase price. However, a right to withdrawal shall not exist in the case of a negligible defect.

11. Claims by our client to compensation for damages or compensation for futile expenditure shall only exist according to the following regulations in Clause IX. Apart from that, such claims shall be excluded.

12. Rights shall be excluded on account of defects and all claims to compensation for damages in the case of the sale of used goods and chattels. The preceding regulations on the exclusion of claims to compensation for damages in the case of used items shall not apply to damages arising from death or injury to life, limb or health, if we are responsible for the breach of duty and not for other damages that are based on an intentional or grossly negligent breach of duty on our part. Breaches of duty by our legal representatives or vicarious agents are deemed to be of equal importance. Claims according to the Product Liability Act as well as upon acceptance of a guarantee or a procurement risk shall remain unaffected.

13. In the case of defects in products from other manufacturers (e.g. component parts, sub-assembly parts) that we are unable to eliminate for licensing reasons or actual reasons, we will, at our option, assert our warranty claims against the manufacturer or supplier for our customer's account or assign them to the customer. Warranty claims against us shall only exist for such defects under the other requirements and according to these general terms and conditions of business, if legal enforcement of the claims mentioned above against the manufacturer and supplier was unsuccessful or, for example, is futile on account of insolvency. The limitation of action of the relevant warranty claim by our customer against us is inhibited for the duration of the legal dispute.

14. The warranty shall not be applicable if our customer amends the delivery item without our consent or has it amended by a third party, thus rendering rectification of a defect impossible or unreasonably difficult. In either case, our client shall bear the additional costs of the rectification of a defect due to the amendment.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



VIII. Proprietary rights

1. Each contractual partner shall immediately inform the other partner in the event that third party claims are asserted against them on account of the violation of industrial property rights or copyrights.
2. In the cases in which the delivery item violates an industrial property right or copyright of a third party, we shall, at our option and at our expense, amend or substitute the delivery item in such a way that no more third-party rights are violated, but so that the delivery item continues to comply with the functions stipulated by the contract or acquire the right of use for our customer by concluding a license agreement. If we do not succeed in doing this within a reasonable period of time, our client shall be entitled to withdraw from the contract or make a reasonable reduction to the purchase price. Any claims to compensation for damages by our customer shall be subject to the restrictions in the following regulations in Clause IX.
3. In the event of the violation of rights by products from other manufacturers supplied by us, we shall, at our option, assert our claims against the manufacturers or upstream suppliers for our customer's account or assign the claims to the customer. In these cases, claims against us shall only exist according to Clause VIII if legal enforcement of the aforementioned claims against the manufacturer and/or upstream suppliers was unsuccessful or, for example, appears to be futile on account of insolvency.
4. In the event that we produce something according to instructions from our customer or if we give performance according to their specifications, our client shall be obligated to indemnify us from any claims asserted against us by third parties arising from infringements of industrial property rights/copyright infringements.

IX. Damages, liability due to fault

1. Our liability for compensation for damages, irrespective of the cause in law, in particular due to impossibility, default, liability for defects or incorrect delivery, violation of contract, breach of duties arising from contract negotiations or an unlawful act, shall be restricted in accordance with the following provisions insofar as there is a question of blame in each case.
2. We shall not be liable in the case of ordinary negligence by our institutions, legal representatives, salaried employees or other vicarious agents, insofar as an infringement of essential contractual obligations is not involved. Obligations essential to the contract are those obligations whose fulfillment render execution of the contract possible in the first place and in the compliance with which our customer regularly trusts in or is able to trust in.
3. Insofar as we are liable for compensation for damages in accordance with paragraph 2 above, this liability shall be restricted to damages that we were able to foresee upon conclusion of contract as a possible consequence of a violation of contract or that we should have foreseen with due care and attention. Moreover, indirect damages and subsequent

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



damage as a consequence of defects to the delivery item shall only be entitled to replacement if damages of this kind are typically to be expected upon designated use of the delivery item.

4. In the event of liability for ordinary negligence, our obligation to pay compensation for property damage and the resulting further financial losses shall be limited to an amount of € 1,000,000.00, even if it is a culpable breach of essential contractual obligations.

5. The preceding liability exclusions and restrictions shall apply to the same extent in favor of our institutions, legal representatives, salaried employees and other vicarious agents.

6. Insofar as our salespersons provide technical information or advice and this information or advice does not belong to the scope of supply and services stipulated by contract that we owe, this shall be free of charge and to the exclusion of all liability.

7. The restrictions of Clause IX shall not apply for liability on our part due to intentional behavior, for guaranteed quality features, arising from damage to life, limb and health or in accordance with the Product Liability Act as well as not in the case of fraudulent concealment.

8. Our customer may only withdraw or terminate due to a breach of duty that is not attributable to a defect if we are responsible for said breach of duty. An absolute right of termination of our client (Article 649 and Article 651 BGB) shall be excluded. Apart from that, the statutory requirements and legal consequences shall apply.

X. Limitation

1. Notwithstanding Art. 438 para. 1 no. 3 BGB, the general limitation period for claims arising from defects as to quality and defects of title shall be 1 year as from delivery. Insofar as acceptance has been agreed, the limitation period shall begin upon acceptance.

2. However, if the goods in question are a building or an item that was used for a building in accordance with its customary manner of use or has resulted in its defectiveness, the limitation period in accordance with the statutory regulation shall be 5 years as from delivery (Art. 438 para. 1 no. 2 BGB). Special statutory provisions for *actio in rem* (Art. 438 para. 1 no. 1 BGB), in cases of concealment on our part (Art. 438 para. 3 BGB) and for claims of supplier's redress following final delivery to a consumer (Art. 479 BGB) shall also remain unaffected.

3. The preceding periods of limitation shall also apply to contractual and non-contractual claims by our customer for compensation for damages that are based on a defect in the goods, unless application of the regular statutory limitation period (Article 195 and Article 199 BGB) would lead to a shorter limitation period in an individual case. The limitation periods under the Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively for claims for damages on the part of our customer.

Allgemeine Geschäftsbedingungen

- Verkaufsbedingungen -

Linn Präzision • Zum Erlhof 5 • 58809 Neuenrade
Tel.: 0 23 94 / 91 87 - 0 • Fax: 0 23 94 / 91 87 - 26



XI. Miscellaneous, final provisions

1. If our customer is an entrepreneur as defined by the German Commercial Code, a corporate body under public law or a special fund under public law, the exclusive place of jurisdiction – also international – for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. However, we shall also be entitled to take legal action at the general place of jurisdiction of our customer.

2. The contract languages are German and English.

3. The law of the Federal Republic of Germany shall apply to these general terms and conditions of business and all legal relationships between us and our customer to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG). Requirements and effects of the reservation of title in accordance with Clause VI shall be subject to the law at the respective storage location of the item, insofar as the agreed choice of law in favor of German law is inadmissible or ineffective accordingly.

4. Insofar as this contract or the general terms and conditions of business contain loopholes in the provisions, those legally effective provisions shall be regarded as agreed to fill these gaps that the contractual partners would have agreed upon according to the commercial objectives of this contract and the purpose of these general terms and conditions of delivery, if they had recognized the gap in the provision. The same shall apply correspondingly in the case of the invalidity of individual provisions.

5. Note: The customer takes note that we store data from the contractual relationship for the purpose of data processing in accordance with Art. 28 of the Federal Data Protection Act (BDSG) and that we reserve the right to transmit the data to third parties if this is necessary for performance of the contract.