

SCHIESSER

NATÜRLICH. ZEITGEIST. SEIT 1875

General Terms and Conditions of Sale and Delivery of SCHIESSER AG

I General

- 1.1 These General Terms and Conditions of Sale and Delivery ("GTC") of SCHIESSER AG, Schützenstraße 18, 78315 Radolfzell, Germany, ("we", "us") shall apply exclusively to corporation within the meaning of § 14 of the German Civil Code (BGB), i.e. natural or legal persons or partnerships with legal capacity who, when entering into the legal transaction, are acting in the exercise of their commercial or independent professional activity („buyer“).
- 1.2 Our GTC shall apply exclusively to the business relationship with the Buyer, including information and advice. If our GTC are introduced into the business transaction with the Buyer, they shall also apply to all further business relations between the Buyer and us, unless otherwise expressly agreed in writing. General terms and conditions of the buyer - in particular general terms and conditions of purchase - shall only apply if and to the extent that we expressly acknowledge them, otherwise they shall be rejected. In particular, our silence with regard to such deviating general terms and conditions shall not be deemed to be an acknowledgement or consent, not even in the case of future contracts or in the case of references made by the buyer in his orders.
- 1.3 All agreements, ancillary agreements, assurances and amendments to the contract must be in writing or text form. This also applies to the waiver of this requirement itself. The priority of the individual agreement in written, textual or oral form (§ 305b BGB) remains unaffected for individual agreements in any form.

II Conclusion of contract, scope of delivery and performance

- 2.1 Our offers are made without engagement unless they are expressly marked as binding or contain expressly binding commitments. They are invitations to order by the buyer and not a binding offer on our part. The Buyer shall be bound by his order as a contract proposal for 14 calendar days - 5 working days in the case of electronic orders - after receipt of the order by us,
- 2.2 A contract shall only be concluded - also in current business transactions - if we confirm the Buyer's order in writing or in text form (i.e. also by fax or e-mail) by order confirmation. In the event of delivery within the binding period for the Buyer's offers pursuant to section 2.1, our order confirmation may be replaced by our contractual delivery.
- 2.3 The Buyer shall notify us in writing in good time before the conclusion of the contract of any special requirements for our products. However, such references do not extend our contractual obligations and/or liability.
- 2.4 If the agreed shipment is delayed at the request of the Buyer or for reasons for which the Buyer is responsible, we shall be entitled, beginning with the expiry of the reasonable period of time set in writing or in text form in our notice of readiness for shipment ("Notice of Readiness for Shipment"), to store the goods which are the subject matter of the contract at the risk of the Buyer for loss and deterioration of the goods and to invoice the costs incurred thereby at 0.5% of the net invoice amount of the stored goods at each start of week. The buyer reserves the right to prove that the costs are significantly lower (more than 10% lower). The stored goods shall only be insured at the special written request of the buyer, the costs of which shall be borne by the buyer. The assertion of further rights, such as withdrawal from the contract, remains unaffected by this.
- 2.5 We owe user information for our products for instance a product label unless only - expressly agreed otherwise in writing or text form or if we are subject to a deviating, mandatory legal regulation - in German or, at our option, in English.

- 2.6 We reserve the right to change the specification of the goods at any time insofar as legal requirements make this imperative, insofar as this change does not result in a deterioration with regard to quality and usability for the usual purpose and insofar as the suitability for a specific purpose was agreed for this purpose.
- 2.7 Any documents, drawings, weights, samples etc. enclosed with our offer are only approximately. In particular, they do not constitute a guarantee, nor is any procurement risk assumed with this, unless this is expressly marked in writing as "legally guaranteed" or "assumption of procurement risk". Reference to standards and similar technical regulations shall also not constitute a statement of the properties of our products, unless this is expressly marked as a "property of the product".
- 2.8 We are only obligated to deliver and perform from our own stock (stock debt). The assumption of a procurement risk or a procurement guarantee also does not lie solely in our obligation to deliver an item which is only determined by its type.
- 2.9 We are entitled to make partial deliveries as far this is not unreasonable for the buyer.

III Prices

- 3.1 Unless otherwise agreed, the prices shall apply as of the delivery ex works (EXW Incoterms 2020). Customs duties, freight, packaging, insurance premiums and other costs necessarily incurred in connection with the delivery, performance of the service or other handling of the contract shall be invoiced separately to the buyer.
- 3.2 If, between the placing of the order and the date of delivery, there is an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations and/or currency regulations and/or changes in customs duties, and/or freight prices and/or public charges, if these directly or indirectly influence the goods production or procurement costs or costs of our contractually agreed services, we shall be entitled to unilaterally adjust our prices accordingly if there are more than two months between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded insofar as the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the buyer as part of a price reduction.

In the event of a price increase in accordance with the above, the buyer is entitled to withdraw from contracts not yet fully performed (only) if the price increase is at least 10% above the original price. However, he may only assert this right immediately after notification of the increased price.
- 3.3 All prices are exclusive of value added tax applicable at the time of delivery in accordance with the relevant regulations.

IV Terms of payment

- 4.1 Our invoices are payable without deduction within 30 days of delivery - or, in the case of section 2.4 sentence 1 of these GTC, from the date of notification of readiness for dispatch - and the invoice date, whereby the later date shall be decisive for the calculation of the period.
- 4.2 Decisive for the timeliness of payment is the final crediting to our account. In the event of default in payment, we shall charge the legal default interest as well as any legal lump-sum compensation for default (cf. in total § 288 para. 2 and 5 BGB). We reserve the right to claim higher damages by offsetting the default interest and legal lump-sum default damages.

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- 4.3 If, after conclusion of the contract, circumstances become known which reduce the creditworthiness (rating) of the buyer with recognized rating agencies such as Creditreform, Moody's, Fitch, etc., not only insignificantly and lead us to reasonably assume that the Buyer will not be able to fulfil his contractual obligations, we shall be entitled to demand immediate payment or sufficient security or, even without any obligation to pay damages, to withdraw from the contract as well as to postpone the fulfilment of orders still to be executed. In the event of cessation of payments or insolvency of the buyer, all outstanding invoices shall be due immediately.
- 4.4 Offsetting is only permissible in the case of undisputed or legally established counterclaims and in the case of counterclaims arising from the same contractual relationship due to any defectiveness of the object of purchase or in the case of completion costs. The retention of payments is permissible in the case of undisputed or legally established counterclaims as well as in the case of costs for the rectification of defects or additional costs for completion arising from the same contractual relationship, whereby in the case of costs for the rectification of defects the retained amount must be in reasonable proportion to the defects and the anticipated costs of subsequent performance.
- 4.5 Partial deliveries at the request of the buyer shall be invoiced separately.

V Retention of title

- 5.1 The delivered goods (goods subject to retention of title) shall remain our property until payment of all claims, including future claims, arising from the business relationship, irrespective of the legal basis on which they may be based. In the case of a current account, the retention of title shall serve as security for our balance claim.
- 5.2 The buyer may resell the goods subject to the retention of title in the ordinary course of business, but only against cash payment or on condition that his claim from the sale is transferred to us. The buyer is not entitled to dispose of the goods in any other way, in particular not to pledge or assign them as security
- 5.3 The buyer hereby assigns to us all claims against third parties arising from contracts, dispositions or other legal acts with respect to the goods subject to retention of title, including his trade margin. If the delivered goods are resold together with items not belonging to us at a total price or if the claim from the resale at the same time relates to other services rendered by the buyer, only the partial amount corresponding to the invoice value of the goods delivered by us shall be assigned to us with priority over the remaining claim.
- 5.4 The processing of the delivered goods shall be carried out for us without any obligations arising from this. In the event that our goods are processed and combined with other goods not belonging to us by the buyer, we shall be entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the other goods at the time of processing or combination. In the event that the Buyer has already established an expectant right prior to the processing of the item, the Buyer and the Seller hereby agree that an equivalent expectant right shall arise in the processing of the new item created.
- 5.5 Despite the assignment, the Buyer shall remain authorized to collect the claims arising from the contracts, dispositions or other legal acts pursuant to clause 5.3. Our authority to collect shall remain unaffected by that of the buyer. However, we shall not collect the claims as long as the buyer is not in default of payment, insolvent, insolvent or otherwise endangering the security interest of the seller. We may at any time demand from the buyer the information necessary to assert our claims.
- 5.6 The buyer shall notify us without delay of any imminent or completed seizures by third parties of the goods subject to our retention of title or of the claims assigned to us, as well as of any other impairments, in particular through global assignments. The buyer shall bear the costs of a defence against interventions by third parties if he does not notify us or does not notify us in time and, in the event of a successful intervention, if enforcement of the costs has been attempted in vain against the defendant as debtor for the costs.
- 5.7 We shall be entitled to demand the return of the goods owned by us if the buyer is in default of payment or if he breaches the obligations incumbent upon him under Clauses 5.2 and 5.6; Clause VIII shall apply accordingly. A right of retention may only be asserted against this claim for return in respect of goods already paid for. In the event of default in payment, insolvency, inability to pay or any other threat to our security interest, we may revoke the authorisation to resell or collect the claims assigned to us. The assertion of the claim to surrender and the seizure by us of goods owned by us shall not be deemed to be a withdrawal from the contract.
- 5.8 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obligated to release securities of our choice to this extent at the request of the buyer
- 5.9 The buyer shall store the reserved goods for us free of charge. He shall clearly mark the goods subject to retention of title as our property and store them in such a way that they can be sufficiently separated from other goods, including other goods of ours, in particular goods that have already been paid for. He shall also insure the reserved goods sufficiently, in particular against water, fire and theft. Claims against the insurance company arising from a case of damage affecting the goods subject to retention of title are hereby assigned to us in the amount of the value of the goods subject to retention of title. We accept the assignment.
- 5.10 The Buyer acknowledges and agrees that we may register our retention of title with governmental registers in accordance with any local legal requirements.

VI Packaging, dispatch and transfer of risk

- 6.1 Dispatch shall be effected at our discretion ex works or ex warehouse for the account and at the risk of the buyer. The choice of shipping method, commissioning of the carrier, etc. shall be made by us, unless otherwise agreed in individual cases. Section 3.1 of these General Terms and Conditions shall apply with regard to the costs. The risk shall pass to the Buyer when we make the goods available for shipment by the carrier commissioned by us (Ex Works Incoterms 2020).
- 6.2 Any increase in freight costs due to subsequent changes in the type of packaging, the transport route or similar circumstances affecting the freight costs shall also be borne by the buyer, even in the case of otherwise freight-free shipment, insofar as the buyer has requested or caused them.

VII Delivery periods and obstacles to delivery, reservation of self-delivery, force majeure

- 7.1 Stated delivery times are non-binding unless expressly agreed as binding in writing or in text form. In the case of non-binding or approximate (approx., approximately, etc.) delivery dates and periods, we shall make every effort to comply with them. Delivery periods agreed upon as binding in writing shall commence upon receipt of the order confirmation by the buyer, but not before all details of the execution of the order have been clarified, all other prerequisites to be fulfilled by the buyer have been met and any existing obligations to cooperate (e.g. opening of a letter of credit, provision of domestic or foreign certificates, making of an advance payment, etc.) have been fulfilled; the same shall apply accordingly to delivery dates. Deliveries before the agreed delivery time are permissible, provided that this is not unreasonable for the Buyer.
- 7.2 If, for reasons for which we are not responsible, we do not receive, do not receive correctly or do not receive on time deliveries from

our suppliers which are necessary for the performance of our contractual delivery owed to us, despite proper and sufficient coverage prior to the conclusion of the contract with the Buyer, or if we or our supplier are affected by unforeseen events which he or we cannot avert even if we exercise reasonable care, such as e.g. serious impairments in the health sector (e.g. pandemic, epidemic, etc.), we shall be entitled to cancel the contract. If we are prevented from delivering on time due to natural disasters (e.g. storms, floods, earthquakes), industrial disputes, breakdowns, strikes, riots, armed conflicts or acts of terrorist violence, shortages of energy, transport or materials through no fault of our own, interventions by public authorities or any other hindrance which, viewed objectively, were not caused by us, we shall inform the Buyer immediately in text form. We are entitled, at our discretion, to extend the delivery periods by the corresponding duration or, in the event of a hindrance of more than 30 days that is not merely short-term, to withdraw from the contract in whole or in part, insofar as we have complied with our aforementioned duty to inform and have not assumed the procurement risk or a delivery guarantee.

VIII Warranty

- 8.1 The contractual quality of our goods and their freedom from defects shall be determined exclusively in accordance with the expressly binding agreements on the quality/characteristics and quantity of the ordered goods at the time of the transfer of risk.
- 8.2 The buyer shall inspect the goods immediately after delivery, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify us in writing without delay. By negotiating any notices of defect, we do not waive the objection that the notice of defect was not in time, factually unfounded or otherwise insufficient. If the buyer fails to give such notice, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. In all other respects, §§ 377 ff. HGB shall apply. Obvious transport-related damage or other defects already recognizable upon delivery must also be confirmed on the respective shipping document by the deliverer with his signature upon acceptance of the delivery. The buyer must ensure that a corresponding confirmation is made.
- 8.3 In the event of complaints, the buyer shall immediately give us the opportunity to inspect the goods complained about; upon request, the goods complained about or a sample of them shall be made available to us at our expense. In the event of unjustified complaints, we reserve the right to charge the buyer freight and handling costs as well as the inspection costs at customary prices. Subsequent performance shall be affected, at our discretion, by remedying the defect or by delivery of a defect-free item. In the event of failure or unjustified refusal of subsequent performance, the buyer shall have the right to reduce the purchase price or to withdraw from the contract at his discretion. The right to claim damages in accordance with section IX of these GTC remains unaffected.
- 8.4 We shall not be liable if our care instructions or other handling information have not been observed and the defect is caused by this.
- 8.5 In the case of goods that have been sold as B-goods, old goods, etc., we shall not be liable for the stated defects and for such defects that the buyer must usually expect with such goods.
- 8.6 The information and descriptions given in our catalogues, brochures and other presentations of our products (in particular also on our website) are only authoritative insofar as the Buyer has expressly referred to them in the context of his order and we have confirmed this in accordance with section 2.2 of these GTC.
- 8.7 Subject to deviating individual agreements, in particular the guarantee of certain properties, minor production-related deviations, in particular with regard to the surface quality as well as the colour shades within the scope of the customary tolerances, shall be deemed to correspond to the agreed quality if they do not unreasonably impair the overall impression and the functionality of the delivery item. The same applies to minor deviations from illustrations, dimensions and weight specifications in our catalogues, brochures, offers and written confirmations.
- 8.8 For claims arising from breach of duty due to poor performance in the form of material defects (warranty), the limitation period shall be 1 year from the transfer of risk (Clause 6.1). In the case of claims for damages, this shall not apply in the cases of § 478 BGB (recourse in the supply chain), section 9.2 of these GTC or insofar as a longer limitation period is otherwise mandatorily stipulated by law.

IX. Liability

- 9.1 Subject to the following exceptions, we shall not be liable, in particular not for claims of the buyer for damages or reimbursement of expenses - irrespective of the legal grounds - in the event of a breach of duties arising from contractual or legal obligations.
- 9.2 The above exclusion of liability pursuant to clause 9.1 shall not apply:
- for its own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
 - for the breach of essential contractual obligations. "Essential contractual obligations" are those whose fulfilment characterizes the contract and on which the buyer may rely...;
 - in the event of injury to body, life and health also by legal representatives or vicarious agents;
 - insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance success, or a procurement risk within the meaning of § 276 BGB (German Civil Code);
 - in the case of liability according to the Product Liability Act or other legally binding liability circumstances.
- 9.3 In the event that we or our vicarious agents are only guilty of slight negligence and there is no case of the preceding clause 9.2, there 4, 5 and 6 indent, we shall only be liable for the contract-typical and foreseeable damage even in the event of a breach of essential contractual obligations
- 9.4 Our liability is limited to a maximum liability amount of EUR 100,000.00 for each individual case of damage. Clause 9.2 applies accordingly.
- 9.5 The exclusions or limitations of liability pursuant to the above Clauses 9.1 to 9.4 and Clause 9.6 shall apply to the same extent in favour of our corporate bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.
- 9.6 Claims of the buyer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year from the legal commencement of the limitation period. Clause 9.2 shall apply accordingly.
- 9.7 A reversal of the burden of proof is not associated with the above provisions.

X Product liability

- 10.1 The buyer shall inform us without delay of any product defects of which he becomes aware, complaints from customers or generally from the market as well as risks in the use of the contractual products. Any warranty claims of customers against the buyer resulting from this shall remain unaffected by this.
- 10.2 If any claims of third parties directly resulting from a product liability against us are due to the fact that the buyer has changed the contractual products, their equipment or their packaging or has removed warning notices on them, the buyer shall fully indemnify us in the internal and external relationship against such claims.

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10.3 Regardless of that of this, the Buyer shall provide us with appropriate support in the event of a product recall becoming necessary or other actions in connection therewith and shall comply with the measures ordered by us insofar as these are reasonable for the Buyer.

10.4 If claims are asserted against the Buyer by customers as a result of a product defect, the Buyer shall notify us of that without undue delay and give us the opportunity to participate directly in any litigation or to coordinate with the Buyer on an ongoing basis in any such litigation. The buyer shall support us in every respect in the conduct of such litigation or, if he conducts the litigation himself in agreement with us, shall inform us in good time in advance of all measures which give rise to costs and shall leave the choice and, if necessary, the appointment of lawyers to us. The buyer must refrain from actions that could impair our legal position.

XI Exclusion of returns

Defect-free goods delivered by us (returns) will not be taken back. Any obligations to take back goods due to warranty or other legal reasons shall remain unaffected.

XII Industrial property rights/production of goods to the buyer's specification

12.1 The sale and delivery (including custom-made products) of the goods shall not constitute the transfer of copyright or industrial property rights without a corresponding contractual agreement. Models and drawings shall remain our property unless otherwise agreed individually.

12.2 We are only obligated to deliver the goods or services free of rights or claims of third parties which are based on industrial property rights or other intellectual property and which we knew about at the time of conclusion of the contract or did not know about due to gross negligence, provided that the right or claim is based on industrial property rights or other intellectual property.

- a) under the law of the Federal Republic of Germany, provided that the Buyer has its registered office or place of business there; or
- b) according to the law of a foreign country, provided that the Buyer has its registered office or branch office there; or
- c) under the law of a third country only if we have expressly agreed with the Buyer in writing or in text form on the use or sale of our products in that third country.

12.3 If a third party asserts justified claims due to the infringement of property rights by products delivered by us to the Buyer, we shall be liable to the Buyer as follows:

- a) We shall, at our discretion, first attempt to obtain, at our expense, either a right of use for the deliveries concerned or modify the delivery item in such a way that the property right is not infringed, or replace it, while complying with the contractually agreed properties. If this is not possible for us, or if we refuse to do so, the buyer shall be entitled to his legal rights in accordance with these GTC.
- b) The buyer shall only be entitled to rights against us in the event of an infringement of property rights by our delivery items if he immediately notifies us in writing of the claims asserted by third parties, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us.
- c) If the buyer ceases to use the products in order to mitigate damages or for other important reasons, he shall be obligated to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
- d) If, as a result of the use of the products supplied by us, the buyer is attacked by third parties for infringement of property

rights, the buyer obligates himself to inform us of this immediately and to give us the opportunity to participate in any legal dispute. The buyer shall support us in every respect in the conduct of any such legal dispute. The buyer shall refrain from actions which could impair our legal position.

- e) part from that, claims for damages shall only exist in accordance with section IX.

12.4 In the event of manufacture according to the buyer's specifications or samples, the buyer shall be fully responsible for ensuring that no property rights or other rights of third parties are infringed thereby. Otherwise, he shall indemnify us against claims of third parties. If we are prohibited from delivering or manufacturing by a third party with reference to an industrial property right belonging to him, we shall be entitled - without checking the legal situation, but after notifying the buyer - to stop the work and demand reimbursement of the costs incurred, unless the buyer proves in a legally binding manner that the assertion of the industrial property rights by a third party is unjustified.

12.5 When manufacturing goods according to the buyer's specifications or samples, it is not always possible to produce exact quantities - as specified in the buyer's order - as these are individual productions. This, since the goods are manufactured specifically for the buyer and cannot be sold elsewhere, an excess or short delivery up to 10% shall be deemed to be minor and thus in accordance with the contract.

XIII Confidentiality and data protection

13.1 The Buyer obligates himself to keep such facts, documents and knowledge which come to its knowledge confidential in the course of the performance of the business relationship with us and which contain technical, financial, business, product or market-related information about our company, our product or our customers, provided that we have designated the respective information as confidential or have an obvious interest in keeping it confidential (collectively "Confidential Information"). The Buyer shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with us in accordance with the Contract.

13.2 The disclosure of Confidential Information by the Buyer to third parties requires our express and prior written consent.

13.3 The obligation to maintain secrecy pursuant to clause 13.1 above shall not apply if the confidential information in question is demonstrably:

- a) is state of the art accessible to the general public or this information becomes state of the art without any action on the part of the Buyer or
- b) was already known to the Buyer or is made known by a third party authorized to disclose it, or
- c) is developed by the buyer without our involvement and without utilization of other information or knowledge acquired through the contractual contact, or
- d) must be disclosed due to mandatory legal provisions or court or official orders.

13.4 We shall comply with the relevant legal provisions, in particular the General Data Protection Regulation (DSGVO), with regard to personal data of the Buyer. Details and information on data protection can be found on our website at www.schiesser.biz.

XIV Competition / export control / intra-community movement of goods

14.1 The Buyer acknowledges that any recommendations for retail prices which we may make for the guidance of the trade on the positioning of our products with regard to competing brands in the various market segments are non-binding in all respects (recommended retail prices, "RRP") and do not imply any assurance.

- 14.2 The Buyer undertakes to set his retail prices for our products in his own margin calculation, independently and irrespective of any RRP. i.e. VAT not owed due to the purchase tax liability, waiving the plea of unjust enrichment.
- 14.3 Unless otherwise agreed in writing, our deliveries are always intended for retention and use as well as sale in the first country of delivery agreed with the Buyer. The Buyer acknowledges that, notwithstanding this regulation, he shall always be entitled to fulfil unsolicited orders from other countries (passive sale).
- 14.4 The export of certain goods may - e.g. due to their nature or intended use or final destination - be subject to authorization. This applies in particular to so-called dual-use goods. The Buyer itself is obliged to strictly observe the export regulations and embargos relevant for these goods (deliveries or services, goods, software, technology), in particular those of the European Union (EU), Germany or other EU member states as well as the USA, if applicable.
- 14.5 The Buyer shall in particular check and ensure that
- the Supplies provided are not intended for any use related to armaments, nuclear technology or weapons technology
 - no companies and persons named on the US Denied Persons List (DPL) are supplied with US originating goods, software and technology;
 - no companies and persons named on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US originating products without the relevant authorisation;
 - not supplying companies and individuals named on the Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or the EU Terrorist List;
 - the early warning notices of the competent German or national authorities of the respective country of origin of the delivery are observed.
- The Buyer undertakes to send us the relevant original end-use documents in the form specified by the Federal Office of Economics and Export Control immediately upon request, but no later than within 10 days.
- 14.6 Access to and use of our deliveries may only take place if they comply with the above inspection and assurance; otherwise we shall not be obliged to deliver.
- 14.7 The Buyer undertakes to oblige further recipients in the same way when passing on deliveries and to inform them of the need to comply with such legal provisions.
- 14.8 The Buyer undertakes to indemnify us against all damages incurred by us as a result of the culpable breach of the aforementioned obligations under Clauses 14.1 to 14.7. The scope of the damages to be indemnified shall also include the reimbursement of all necessary and reasonable expenses which we incur or have incurred, in particular the costs and expenses of any legal defense, as well as any regulatory or administrative fines.
- 14.9 In the event of a culpable breach of the aforementioned obligations pursuant to clauses 14.1 to 14.7 by the Buyer, we shall be entitled to withdraw from the purchase contract.
- 14.10 The Buyer assures the correctness of his VAT identification number, which he shall provide to us immediately after conclusion of the contract without being requested to do so. He undertakes to immediately notify us as well as the domestic tax authority responsible for him of any change in his name, address and company and his VAT identification number. If a delivery is treated as taxable due to deficiencies in the details of the name, company, address or VAT identification number, the Buyer shall reimburse the tax payable by us arising from this circumstance.
- 14.11 If double taxation occurs - purchase tax in the buyer's country, VAT in Germany - the buyer shall pay back to us the excess VAT paid,
- XV Place of performance, place of jurisdiction, choice of law**
- 15.1 Unless otherwise agreed, the place of performance for delivery and payment shall be our registered office.
- 15.2 The exclusive place of jurisdiction shall be the court having jurisdiction over our registered office. However, we are also entitled to sue the buyer at his general place of jurisdiction.
- 15.3 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- Status of these GTC: August 2021**