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**General Terms and Conditions of Sale  
of EMW filtertechnik GmbH**

**1. Scope of Application**

(1) These General Terms and Conditions of Sale (hereinafter: the '**GTCS**') apply in their respective valid version to all deliveries, performances and offers of EMW filtertechnik GmbH (hereinafter: the '**Seller**') to its customers (hereinafter: the '**Buyer**'). The GTCS are an integral part of all contracts that the Seller concludes with its contractual partners for the deliveries or performances it offers.

(2) The Seller's offers are directed exclusively at entrepreneurs (Sec. 14 of the German Civil Code), i.e. natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding a legal transaction, and at legal persons under public law or special funds under public law within the meaning of sec. 310 Para. 1 of the German Civil Code. By placing an order, the Buyer assures that it is not a consumer within the meaning of sec. 14 of the German Civil Code.

(3) These GTCS apply in particular to contracts for the sale and/or delivery of movable goods ('goods'), irrespective of whether EMW filtertechnik GmbH manufactures the goods itself or purchases them beforehand (Sec. 433, 650 of the German Civil Code). In addition, these GTCS also apply to all other contractual performances by EMW filtertechnik GmbH.

(4) The sole contractual partner of the Buyer is the Seller, EMW filtertechnik GmbH (local court Montabaur, trade register part B no. 2900), Werner-von-Siemens-Straße 9, 65582 Diez.

(5) These GTCS shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Buyer shall only become part of the contract if and to the extent that the Seller has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Seller performs to the Buyer without reservation in the knowledge of the Buyer's terms and conditions.

(6) These GTCS shall also apply to all future business relationships without having to be expressly agreed again.

(7) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTCS.

(8) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements remain unaffected.

## **2. Conclusion of Contract**

(1) The Seller's offers are subject to change and non-binding. This shall also apply if the Seller has provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which the Seller reserves ownership rights and copyrights.

(2) Both in the case of a non-binding general performance description within the meaning of para. 1 and in the case of an actual quality agreement, customary deviations, meaning deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent components are permissible, provided that the usability of the goods for the contractually agreed purpose is not impaired.

(3) The order of the goods by the Buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, the Seller shall be entitled to accept this contractual offer within 14 days of its receipt by the Seller.

(4) Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer. In the case of a written order confirmation, the content of the order confirmation shall be deemed to be the fixed and binding content of the contract, unless the Buyer immediately objects to it in writing.

### 3. Prices and Terms of Payment

(1) The prices apply to the scope of items and services listed in the order confirmations. Additional or special services shall be invoiced separately. The prices are quoted in EURO free carrier (FCA) ex warehouse in 65582-Diez plus freight, packaging and loading accessories customary in the industry, fees, statutory VAT, customs duties in the case of export deliveries as well as fees and other public charges. The Seller shall be entitled to take out transport and breakage insurance at the Buyer's expense and to charge a flat-rate transport insurance fee.

(2) Insofar as the agreed prices are based on the Seller's list prices and delivery is to take place more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount). If the prices at the time of delivery exceed the initially agreed list prices by more than 25 %, the Buyer shall be entitled to withdraw from the contract after prior notice.

(3) Invoice amounts are to be paid within thirty days without any deduction, unless otherwise agreed in writing. The receipt of payment by the Seller shall be decisive for the timeliness of payment. The deduction of discounts requires a special written agreement. Cash discounts on freight costs, packaging and means of transport are not permitted. If older due invoices are unpaid, a discount deduction on new invoices is not permitted. If the Buyer fails to pay by the due date, statutory default interest of 9 percentage points above the respective base interest rate p.a. shall be payable on the outstanding amounts from the due date; the assertion of higher interest and further damages in the event of default shall remain unaffected.

(4) The Seller is authorised to invoice its deliveries and services electronically; the Buyer hereby agrees to invoicing and transmission by electronic means. Should the Buyer require an invoice by letter post, the Seller reserves the right to charge a processing fee of EUR 1.50 per invoice.

(5) Offsetting against counterclaims of the Buyer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established. Furthermore, the Buyer is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

(6) The Seller shall be entitled to execute or render outstanding deliveries or other performances only against advance payment or provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Buyer and which jeopardise the payment of the Seller's outstanding claims by the Buyer and to withdraw from the contract after the fruitless expiry of a deadline set for this purpose.

#### **4. Delivery and Time of Delivery**

(1) Periods and dates for deliveries and performances promised by the Seller shall always be approximate only, unless a fixed period or date has been expressly promised or agreed. If despatch has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(2) Deliveries are conducted EURO free carrier (FCA) ex warehouse in 65582-Diez. The time of delivery or dispatch ex factory or ex warehouse shall be decisive for compliance with delivery periods and dates. They shall be deemed to have been met upon notification of readiness for delivery or dispatch if the goods cannot be delivered or dispatched on time through no fault of the Seller or through no fault of the Supplier.

(3) Compliance with the delivery dates and delivery periods requires two things: firstly, the clarification of all commercial and technical issues between the Seller and the Buyer, and secondly, the fulfilment of all obligations incumbent on the Buyer (e.g. provision of necessary certificates, approvals, payment of an agreed down payment). If there are delays with regard to these prerequisites, the stated delivery dates or delivery periods shall be extended. The provisions of sec. 293 ff. of the German Civil Code shall apply.

(4) If the Seller's performance is dependent on self-supply by an upstream supplier, the Seller shall be entitled to withdraw from the contract, without this giving rise to claims for damages on the part of the Buyer, if self-supply by the upstream supplier fails to materialise not only temporarily, if the Seller has concluded a congruent hedging transaction and neither the Seller nor the upstream supplier is at fault.

(5) If the Buyer has requested changes after placing the order, a new delivery period shall commence upon confirmation of the change by the Seller. The delivery time shall be deemed to have been met if the delivery item has left the Seller's works or readiness for dispatch has been notified by the expiry of the delivery time or the delivery date.

(6) The Seller shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (such as labour disputes, pandemics and similar outbreaks of disease, sovereign measures, traffic disruptions, operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials and comparable cases) for which the Seller is not responsible.

(7) The Seller shall only be entitled to make partial deliveries if the partial delivery can be used by the Buyer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and the Buyer does not incur any significant additional expenses or additional costs as a result.

(8) Excess or short deliveries of up to 10 per cent of the agreed quantity are permissible. In the event of a short delivery, the buyer who has duly notified the short delivery in accordance with sec. 377 of the German Commercial Code shall only owe the delivery price of the quantity actually delivered. In the event of an excess delivery, the Buyer who has not properly notified the excess delivery in accordance with sec. 377 of the German Commercial Code shall owe the proportionately increased price. With regard to the obligation to inspect, three days shall be deemed immediate within the meaning of sec. 377 of the German Commercial Code. Excess or short deliveries shall not entitle the Buyer to refuse acceptance or to withdraw from the contract.

(9) The Seller reserves the right to make customary or technically unavoidable deviations or changes to physical and chemical parameters, including colours, formulations, processes and the use of raw materials. These also do not entitle the Buyer to refuse acceptance or to withdraw from the contract.

(10) If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for whatever reason, the Seller's liability for damages shall be limited in accordance with §§ 9, 10 of these GTCS.

(11) If the transport company returns the dispatched goods to the Seller because delivery was not possible, the Buyer shall bear the costs for the unsuccessful dispatch.

## **5. Place of Fulfilment, Dispatch, Packaging, Transfer of Risk, Return of Goods**

(1) The place of fulfilment for all obligations arising from the contractual relationship between the Seller and the Buyer is D-65582 Diez, unless otherwise specified.

(2) The Seller shall determine the forwarding agent or carrier. The method of delivery or dispatch and the packaging shall be at the dutiful discretion of the Seller. If the Buyer requests a special mode of despatch, this shall be at the Buyer's expense and risk.

(3) The risk shall pass to the Buyer at the latest from the time at which the delivery item leaves the warehouse or the factory. This shall also apply if partial deliveries are made or if the Seller has assumed the delivery costs. If the delivery or handover is delayed due to a circumstance caused by the Buyer, the risk shall pass to the Buyer from the day on which the delivery item is ready for delivery and the Seller has notified the Buyer of this.

(4) Storage costs after the transfer of risk shall be borne by the Buyer. In the case of storage by the Seller, the storage costs shall amount to 0.35% of the invoice amount of the delivery items to be stored per week elapsed. The Seller reserves the right to claim and prove further or lower storage costs.

(5) If the Seller agrees to take back goods voluntarily, it shall be entitled to deduct reasonable return costs from the credit note. For goods that have been specially procured or manufactured for the Buyer, a voluntary return is generally excluded.

## **6. Moulds (Tools)**

(1) The price for moulds also includes the costs for one-off sampling, but not the costs for testing and processing equipment or for changes requested by the Buyer. Costs for further sampling for which the Buyer is responsible shall be borne by the Buyer.

(2) Unless otherwise agreed, the Seller is and remains the owner of the moulds produced for the Buyer itself or a third party commissioned by it. Moulds shall be used exclusively for the Buyer's orders insofar as this is contractually agreed and as long as the Buyer meets its payment and acceptance obligations. The Seller shall only be obliged to replace these moulds free of charge if they are required to fulfil an output quantity guaranteed to the Buyer. The obligation to store the mould shall expire two years after the last delivery of parts from the mould, but only after prior notification of the Buyer.

(3) If, as agreed, the Buyer is to become the owner of the moulds, ownership is transferred to him after full payment of the purchase price for them (so-called third-party mould). The transfer of the moulds to the buyer is replaced by the storage in the sense of para. 2 in favour of the buyer (so-called constitutive possession). Irrespective of the Buyer's legal claim to the return of the moulds and of the service life of the moulds, the Seller is entitled to exclusive possession of the moulds for the agreed term of the contract. It must mark the moulds as third-party property and insure them at the Buyer's request and expense.

(4) In the case of third-party moulds in accordance with para. 3 and/or moulds made available by the Buyer on loan, the Seller's liability with regard to storage and care shall be limited to the same care as in its own affairs. The Buyer shall bear the costs of maintenance and insurance. The obligations shall lapse if the Buyer does not collect the moulds within one month (30 days after request) after completion of the order and corresponding request. As long as the Buyer has not fulfilled his contractual obligations in full, the Seller shall in any case have a right of retention to the third-party moulds.

## **7. Provision of Materials**

(1) If materials are supplied by the Buyer, they shall be delivered in good time and in perfect condition at the Buyer's expense and risk with an appropriate quantity surcharge of at least 5%. The Buyer shall also be liable for the absence of defects in the sense that the Seller shall not be liable for any consequential defects in the materials. In the event that the Seller is liable to third parties for any consequential defects in the materials provided by the Buyer or third parties commissioned by the Buyer, the Buyer shall indemnify the Seller against liability.

(2) If these conditions are not met, the delivery time shall be extended accordingly; except in cases of force majeure, the Buyer shall also bear the additional costs incurred for interruptions in production. Further claims remain reserved.

## 8. Warranty, Defects

(1) The statutory provisions shall apply to the rights of the Buyer in the event of defects and defects of title (including incorrect and short delivery as well as defective instructions), unless otherwise specified. In all cases, the statutory provisions on the sale of consumer goods (sec. 474 ff. of the German Civil Code) and the rights of the Buyer arising from separately issued guarantees, in particular on the part of the Seller, shall remain unaffected. Such guarantees must be made in writing and must indicate the content, duration and territorial scope of the guarantee.

(2) The Seller shall not be liable for defects which the Buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (Sec. 442 of the German Civil Code). Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (Sec. 377, 381 of the German Civil Code). In the case of goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later point in time, the Seller must be notified immediately in writing. In any case, obvious defects must be reported in writing within 3 working days of delivery and defects not recognisable during the inspection must be reported in writing within the same period from discovery/determination. If the Buyer fails to carry out the proper inspection and/or report defects, the Seller's liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing because of a breach of one of these obligations; in this case, the Buyer shall in particular have no claims for reimbursement of corresponding costs.

(3) If the delivered item is defective, the Seller may initially choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (subsequent delivery). If the chosen type of subsequent fulfilment is unreasonable for the buyer in the individual case, he may reject it. The right to refuse subsequent fulfilment under the statutory conditions remains unaffected. If the Seller has to deliver according to drawings, specifications, samples, etc. of the Buyer, the Buyer assumes the risk of suitability for the intended use.



(4) In urgent cases where operational safety is jeopardised or to prevent disproportionately large damage, the Buyer shall have the right to remedy the defect itself or have it remedied by a third party. In this case, the Seller must be notified immediately. On the other hand, modifications to the goods, unauthorised reworking and improper handling of the goods by the Buyer or a third party shall exclude the Seller's liability.

(5) The Seller shall be entitled to make the subsequent fulfilment owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a reasonable portion of the purchase price in proportion to the defect.

(6) The Buyer shall give the Seller the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item at the Seller's request in accordance with the statutory provisions; however, the Buyer shall not be entitled to return the item. Subsequent fulfilment shall not include the removal, dismantling or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if the Seller was not originally obliged to perform these services; the Buyer's claims for reimbursement of corresponding costs ('dismantling and assembly costs') shall remain unaffected.

(7) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, shall be borne or reimbursed by the Seller in accordance with the statutory provisions and these GTCS if a defect actually exists. Otherwise, the Seller may demand reimbursement from the Buyer for the costs arising from the unjustified request to remedy the defect if the Buyer knew or could have recognised that there was in fact no defect.

(8) Claims of the Buyer for reimbursement of expenses pursuant to Sec. 445a para. 1 of the German Civil Code are excluded unless the last contract in the supply chain is a consumer goods purchase (Sec. 478, 474 of the German Civil Code) or a consumer contract for the provision of digital products (Sec. 445c Sentence 2, 327 para. 5, 327u of the German Civil Code). Claims of the buyer for damages or reimbursement of futile expenses (Sec. 284 of the German Civil Code) shall only exist in accordance with the following provisions, even in the event of defects in the goods.

## 9. Other Liability

(1) Unless otherwise provided for in these GTCS, including the following provisions, the Seller shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) The Seller shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, it shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty), for

1. for damages resulting from injury to life, limb or health,
2. for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, liability is limited to compensation for foreseeable, typically occurring damages.

(3) The limitations of liability resulting from para. 2 shall also apply to third parties and in the event of breaches of duty by persons (also in favour of these persons) for whose fault the Seller is responsible in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Buyer under the German Product Liability Act.

(4) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Seller is responsible for the breach of duty. A free right of cancellation of the Buyer (in particular pursuant to Sec. 650, 648 of the German Civil Code) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

## 10. Limitation of Liability

(1) Insofar as the Seller is liable for damages on the merits, this liability shall be limited to damages which the Seller foresaw as a possible consequence of a breach of contract when the contract was concluded or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(2) In the event of liability for simple negligence, the Seller's obligation to pay compensation for damage to property and any further financial losses resulting therefrom shall be limited to a maximum amount of EUR 10,000,000.00 per claim in accordance with the current cover amounts of the liability insurance, for transport damage in accordance with the current cover amounts of the transport insurance to a liability sum of EUR 1,000,000.00 per means of transport, even if this is a breach of material contractual obligations.

(3) Above exclusions and limitations of liability shall apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of the Seller.

(4) Insofar as the Seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the Seller, this is done free of charge and to the exclusion of any liability.

(5) The limitations of sec. 9, 10 of these GTCS shall not apply to the Seller's liability for intentional behaviour, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

(6) Liability claims can be asserted within one year after the statutory limitation period begins, unless the seller is guilty of intent or gross negligence.

## **11. Retention of Title**

(1) Until full payment of all present and future claims arising from the purchase agreement and an ongoing business relationship (secured claims), the Seller retains title to the goods sold.

(2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer must inform the Seller immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to the Seller (e.g. seizures).

(3) In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods based on the retention of title. The demand for the return of the goods does not at the same time include a declaration of cancellation; rather, the Seller is entitled to demand only the return of the goods and to reserve the right to cancel the contract. If the Buyer does not pay the purchase price due, the Seller

may only assert these rights if it has previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

(4) The Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

1. The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of the goods, whereby the Seller shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
2. The Buyer hereby assigns to the Seller by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of the possible co-ownership share of the seller in accordance with the above paragraph. The Seller accepts the assignment. The obligations of the Buyer stated in para. 2 shall also apply in consideration of the assigned claims.
3. The Buyer shall remain authorised to collect the claim in addition to the Seller. The Seller undertakes not to collect the claim as long as the Buyer fulfils his payment obligations, there is no deficiency in his ability to pay and the Seller does not assert the retention of title by exercising a right in accordance with para. 3. If this is the case, however, the Seller may demand that the Buyer informs it of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, the Seller shall also be entitled to revoke the Buyer's authorisation to resell and process the goods subject to retention of title.
4. If the value of the securities exceeds the claims by more than 10%, the Seller shall release securities of its choice at the Buyer's request.

(5) The Buyer is obliged to store the reserved goods carefully, to maintain them at his own expense and to insure them adequately at replacement value against theft, breakage, fire and water damage. He assigns his claims from the insurance contracts arising from a claim relating to the goods subject to retention of title in full to the Seller in advance, who accepts this assignment already now. The Buyer shall provide the Seller with proof of adequate insurance cover without being requested to do so. If the Buyer has demonstrably not insured the goods

subject to retention of title, the Seller shall be entitled but not obliged to insure the goods against theft, breakage, fire and water damage at the Buyer's expense.

## **12. Statute of Limitations**

(1) Notwithstanding sec. 438 Para. 1 No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (Sec. 195, 199 of the German Civil Code) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to sec. 9 para. 2 sentence 1 and sentence 2 no. 1 of these GTCS and pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

## **13. Intellectual Property Rights**

(1) If the Seller has to deliver according to drawings, models, samples or using parts provided by the Buyer, the Buyer shall be responsible for ensuring that the intellectual property rights of third parties in the country of destination of the goods are not infringed as a result. The Buyer shall inform the Seller of any rights known to him. The Buyer shall indemnify the Seller against third-party claims and pay compensation for any damage incurred. If the Buyer is prohibited from manufacturing or delivering by a third party with reference to a property right belonging to it, the Seller shall be entitled - without examining the legal situation - to stop work until the legal situation has been clarified by the Buyer and the third party. If the Seller can no longer reasonably be expected to continue the order due to the delay, it shall be entitled to withdraw from the contract.

(2) Any drawings and samples provided which have not led to an order shall be returned on request; otherwise, the Seller shall be entitled to destroy them three months after submission of the offer. This obligation shall apply to the Buyer accordingly. Furthermore, the Buyer shall be obliged not to make such drawings and samples available to third parties without the express written consent of the Seller. The party authorised to destroy must inform the contractual partner of its intention to destroy in good time beforehand.

(3) The Seller shall be entitled to the copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation to the models, moulds and devices, drafts and drawings designed by it or by third parties on its behalf. It reserves the ownership and copyright to all documents provided. They may not be made accessible to third parties or used for advertising purposes and must be returned on request.

#### **14. Applicable Law and Jurisdiction**

(1) German law shall apply, but to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) The exclusive place of jurisdiction for disputes arising from contractual relationships between the Seller and the Buyer is the registered office of the Seller, D-65582 Diez. The Seller is entitled to sue the Buyer at his legal place of jurisdiction.

#### **15. Miscellaneous**

(1) Should one of the provisions of these GTCS be or become legally invalid in whole or in part, this shall not affect the validity of the remaining provisions.

(2) In place of the invalid provision or to fill a loophole, a valid provision shall be deemed to have been agreed that comes as close as possible to what the parties intended when concluding the contract or would have intended according to the meaning and purpose of the contract if the parties had considered the invalidity of the provision in question or the loophole.

(3) Any amendment or addition to the contract between the Seller and the Buyer or to these GTCS must always be made in writing. The individual agreement shall take precedence. Apart from the provisions laid down in the contract between the Seller and the Buyer or in these GTCS, no ancillary agreements have been made.