

General terms and conditions of sale, delivery and payment, hereinafter referred to as "Terms and Conditions", of Elcee GmbH.

Article 1 - Definitions

1. In these General Terms and Conditions of Sale and Supply (referred to hereinafter as the GTC-S), the terms below have meanings as follows:
 - (a) ELCEE ("Vendor"):

Elcee GmbH
ConneKT 13, Geb. 119,
D-97318 Kitzingen,
Deutschland
Registry Court: Würzburg HRB 13627. Registered Office: Kitzingen. And any successors in law.
 - (b) Purchaser: the entity in law and/or organisation which intends to conclude a contract with ELCEE or has concluded such a contract;
 - (c) Delivery: when title to products passes to the Purchaser (EXW-Ex Works under Incoterms 2020) unless agreed otherwise.
 - (d) Contract: the totality of all agreements between the Vendor and Purchaser relating to selling and delivering products to the Purchaser;
 - (e) Parties: ELCEE and the Purchaser;
 - (f) Product(s): the product(s) and/or services involved in the contract between the parties.
- The definitions mean the same in both singular and plural.

Article 2 - Scope

1. These GTC-S are an integral part of and apply exclusively to all contracts between ELCEE and the Purchaser and other transactions in law between the parties, including extra-contractual obligations and agreements. Any of the Purchaser's general terms and conditions which conflict with or depart from these GTC-S will not be recognised unless it is agreed in writing expressly that they apply. Merely because the Purchaser cites any general terms and conditions does not mean they will be incorporated. The present GTC-S apply even if the Vendor makes deliveries to the Purchaser unreservedly despite knowing the Purchaser's conditions conflict with or depart from the present GTC-S. The GTC-S apply as currently worded and last communicated to the Purchaser in writing at the time of ordering, and also apply to any similar future contracts without the Vendor having to cite them in each individual case.
2. Any and all agreements the parties make must be in writing. No oral ancillary agreements have been made.
3. Should any of the present GTC-S be and/or become invalid, this will not render the other provisions invalid. Should a provision be invalid, the parties will negotiate a replacement provision which comes as close to the intention and purpose of the invalid provision, what the parties intended and its intended commercial effects.
4. Should any contract provision conflict with the present GTC-S, the contract provision will prevail as an individual agreement.
5. The present GTC-S apply only to entrepreneurs as defined in paragraph 14 of the German Civil Code or BGB, i.e. individuals or entities in law or judiciable partnerships concluding transactions in law in the course of their commercial or independent business activity.

Article 3 - Offers and the conclusion of a Contract

1. Any offers which the Vendor makes are without obligation unless they are designated expressly as binding and/or contain binding promises. The Vendor's offers are binding for two (2) weeks. If the Purchaser's order is deemed to be an offer as defined in paragraph 145 BGB, the Vendor will have two (2) weeks in which to accept it. The Vendor's offers are based on the data the Purchaser provides to the Vendor.
2. The contract is created when the Purchaser signs and returns the offer to the Purchaser by post, e-mail or fax when it reaches the Vendor or by the Vendor confirming the Purchaser's order in writing (by post, e-mail or fax) or performing the services as specified in the order.
3. If the Purchaser accepts an offer with reservations and/or amendments, no contract will be created until the Vendor announces it accepts those reservations and/or amendments. This applies to all variations, even in subordinate points.
4. If the Vendor incurs costs in connection with producing cost estimates, it may charge these to the Purchaser if no contract is created.

Article 4 - Execution

1. The Vendor will perform the contract with care and in accordance with the contractual agreements made insofar as it is able. The Vendor does not warrant that the

- products and/or services supplied are suitable for the Purchaser's purposes unless the parties agree this expressly.
2. If the products supplied differ slightly from drawings, technical specifications, in dimensions, from drafts, scale models or estimates, this is allowed insofar as they are in the nature of the products supplied and are reasonable to the Purchaser. Minor variations are those which do not affect the value of the product in terms of their contractually agreed nature or characteristics.
 3. The Vendor may engage third parties to perform contractual services at any time.
 4. The Purchaser warrants that all the information given the Vendor to perform the contract is correct and will issue and provide the Vendor with all information and data required to perform the contract in good time. The Purchaser will be bound to check all drafts made in its order carefully and report any and all variations or defects found to the Vendor within eight (8) days of receiving the drafts subject to the provisions of art. 8 below.

Article 5 - Creditworthiness

1. The Vendor may require the Purchaser to provide security for the performance of its contractual obligations should any specific facts arise once the contract is concluded which appear to put performing the contract duly at risk. The Vendor may withhold its contractual services until the security is provided.

Article 6 - Prices

1. The Vendor's prices are deemed to be in euros, excluding value added tax, and for delivery 'ex works' (EXW under Incoterms 2020) unless agreed otherwise. They are not therefore deemed to include delivery, packing, dispatch, loading and unloading costs, transport costs, customs duties, taxes or other charges or insurance in transit.
2. The Vendor reserves the right to adjust prices should prices increase once bids are submitted but before contracts are finally concluded and delivered (e.g. if the Purchaser finally gives its approval having approved a sample the Vendor supplied), in particular if labour costs arise due to relevant collective wage agreements, if the costs of materials change (the costs of raw materials required and used in production rise considerably), exchange rate fluctuations and the like unless agreed otherwise.
3. The Vendor may also adjust prices, increasing them in particular should any costs of producing materials and/or material and/or product procurement costs, labour and ancillary costs, social security contributions and energy costs occur due to environmental levies and/or exchange rate fluctuations and/or customs changes and/or transport costs which have an immediate influence on product production or material procurement costs or on other contractually agreed services or if more than four months pass between concluding contracts and delivering and/or performing the services. It may not increase them insofar as individual costs mentioned above are compensated for in the course of assessing the cost burden as a whole. If the cost factors above are reduced without this being set off by other cost factors rising, any cost reduction will be passed on to the Purchaser by way of reducing prices. If the new price under the right described above results in prices rising 20% (per cent) or more above the original price, the Purchaser may rescind any uncompleted contracts. The Vendor must exercise any right to rescind without delay once price increases are announced.
4. The prices the parties agree also apply even if the Vendor delivers a slightly different number of products (up to $\pm 5\%$ (per cent)).

Article 7 - Contract term, Delivery and delivery period

1. The contract between the parties is concluded indefinitely unless the nature of the contract indicates otherwise or the parties expressly agree otherwise.
2. If the contract is concluded indefinitely, either party may terminate it at six (6) months' notice to the end of a month without rendering itself liable to damages.
3. If the contract is concluded for a fixed term, it will be extended automatically when its term ends by the same term as that for which it was originally concluded unless either party informs the other at six (6) months' notice before the original term of the contract ends that it does not wish to extend it.
4. The delivery deadline the Vendor must meet starts to run:
 - (a) on the day the contract is concluded;
 - (b) on the day all documents and information required to perform the contract are received (including all data, consents etc.), or
 - (c) on the day payment is received which the Purchaser is bound to make as a prepayment under any agreement is received, whichever of these is the latest.

5. Delivery deadlines are not in principle fixed deadlines unless they are agreed as such.
 6. The obligation to deliver the products to be delivered is met as soon as the Vendor delivers them ex works (EXW under Incoterms 2020) to its registered offices or to the place it specifies, provides them ready to be dispatched and informs the Purchaser accordingly.
 7. The Vendor may deliver up to 10% (per cent) more or less, and may also make part deliveries insofar as this is reasonable to the Purchaser.
 8. The Purchaser will be bound to take the products on the agreed delivery date. If the Purchaser is late in taking them, the Vendor may put the products to be delivered into store at the Purchaser's risk and expense. Should the Purchaser fail to collect the products stored within three (3) months of their being taken into store, the Vendor may dispose of them otherwise to third parties and charge all the resulting financial detriments it suffers to the Purchaser, including its dispatch, storage and administrative costs incurred.
4. The Purchaser may resell the products subject to the right to reserve title in the ordinary course of business provided it assigns all its claims against its customers arising out of reselling them to customers or third parties to the value of the final invoice, and the Vendor accepts this assignment. If products subject to reservation of title are resold unprocessed or processed or combined with other objects which are the exclusive property of the Purchaser, the Purchaser also assigns all its claims arising out of reselling them to the Vendor. If the Purchaser resells products under reservation of title (having processed or combined them) with products not belonging to the Vendor, the Purchaser hereby assigns all claims arising out of the resale to the value of the products subject to reservation of title together with all additional rights and priority over other amounts due to the Vendor to the latter, which the Vendor accepts.
 5. Even after it has assigned the right to collect the receivables, the Purchaser may collect them itself without prejudice to the Vendor's rights, but the Vendor will not collect the receivables itself as long as the Purchaser meets its payment obligations under earnings received. The Vendor may require the Purchaser to inform it of the receivables assigned and the debtors concerned, provide it with all the information required for collecting them, surrender the associated documents and inform the debtors they have been assigned.

Article 8 - Complaints

1. Before the Purchaser can exercise any defect rights, it must have met its statutory obligations to examine and complain under paragraph 377 of the German Commercial Code (HGB) The Purchaser must examine the products the Vendor supplies as soon as they are delivered for any defects and/or anomalies and inform the Vendor of any found accordingly, complaining of any manifest defects and/or anomalies within eight (8) days of delivery in writing. Any defects which cannot be detected by examination must be reported to the Vendor within eight calendar days of discovering the defects and/or anomalies in writing. If the Purchaser fails to examine and report any defects, the products supplied will be deemed to have been accepted as in accordance with the contract. When reporting any defects, they must be described in as much detail as possible so the Vendor can respond adequately. The Purchaser must give the Vendor the opportunity to examine any complaints made and/or have them examined by arrangement with the Purchaser.
 2. Should the product(s) supplied be defective, the Purchaser can confirm that such defects were present at the time they were delivered and examines them and complains to the Vendor as in paragraph 1 above in good time, the Vendor may as it chooses demand post-performance by way of remedying the defects (post-performance) or delivering new perfect products (replacement delivery). Should the post-performance fail and/or should this not be performed within a reasonable period of grace allowed and/or should it be refused seriously and finally, the Purchaser may rescind the contract or demand the purchase price be reduced, without prejudice to its right to post-performance if the legal requirements are in place. It may not rescind if the defects are negligible.
 3. If replacement products are delivered, the Purchaser must return defective products to the Vendor as provided for in law unless the Vendor waives this (paragraph 439 in conjunction with paragraph 346 to 348 BGB).
 4. The Vendor may make the post-performance due conditional on the Purchaser paying the purchase price of the defective products delivered, although the Purchaser may withhold a reasonable part of the purchase price pro rata in proportion to the defect. The Purchaser will remain bound to take and pay for the other products ordered, particularly for permitted perfect part deliveries.
 5. The Purchaser will not be entitled to damages except insofar as the Vendor, its lawful representatives or agents caused the faults intentionally or grossly negligently. If it caused them negligently, the Vendor's liability to damages is limited to the foreseeable typically occurring losses. This limitation does not apply if certain characteristics are warranted and/or a warranty is given and/or for losses due to culpable injury to life, body or health.
 6. Defect complaints will be out of time 12 months from when risks change hands.
 7. The statutory provisions on defect liability under paragraphs 437 ff i.c.w. paragraphs 434, 435 BGB also apply unless provided otherwise above.
6. If the Vendor processes, combines or mixes products under reservation of title with other goods not belonging to it, it will have the co-ownership rights to the new object pro rata in proportion of the value of the products under reservation of title to the other goods processed at the time of processing, combining or mixing. If the Purchaser acquires full title to the new object, it declares that it agrees to grant the Vendor co-ownership rights to the new product pro rata in proportion to the value of the products processed, combined or mixed which are subject to reservation of title.
 7. The Vendor may demand that products delivered subject to reservation of title be returned at any time, particularly in the event of (impending) insolvency proceedings or if collecting its receivables is at risk, e.g. if the Purchaser's financial position deteriorates considerably. The Vendor asserting its reservation of title rights or pledging the products supplied will not affect the contract between the parties. Products the Vendor delivers to the Purchaser on trial will be deemed to be finally delivered unless the Purchase states expressly otherwise or the Purchaser confirms it is returning them within six (6) weeks of their being delivered.
 8. Should the Vendor provide the Purchaser with further objects or equipment in connection with performing its contractual obligations, these will remain the Vendor's property, and the Purchaser must treat them with the same standard of care as it uses in its own matters; in particular, it must refrain from doing anything which causes them to be lost (e.g. through processing, accretion rights, mixing or other means) or which might lead to their being encumbered with or subject to third party rights and/or being damaged otherwise.
 9. The Purchaser will insure the objects stated in paragraph 5 above at its own expense on the usual terms against damage which might lead to their being lost or damaged, wholly or in part, for any reason whatsoever.
 10. The Purchaser will use the objected listed in paragraph 5 above at its own risk for the purpose for which they were provided. This means inter alia that the Vendor will not be liable for any losses of whatever kind and on whatever grounds in law which the Purchaser suffers in the course of using them unless those losses arose on consequence of intentional or grossly negligence conduct on the Vendor's part or it concerns liability for losses due to injury to life, body or health.
 11. All equipment or materials, e.g. moulds, which are furnished to the Purchaser will remain the Vendor's property unless agreed otherwise even if the Purchaser has paid for them, wholly or in part.

Article 10 - Payment

1. Payment for products supplied, services provided or other work the Vendor performs is due for payment within thirty (30) days from date of invoice unless the parties agreed other payment terms in writing.
 2. The payment date is the date on which the Vendor's nominated bank or giro account credits the amount due to the Purchaser.
 3. The Purchaser will not have any setoff or retention rights except insofar as its claims are undisputed, upheld in law or acknowledged by the Vendor, without prejudice to any retention rights the Purchaser may have under Art. 8.4 above if there are actions for defects.
 4. Should the payment terms as defined in paragraph 1 above not be met, the Purchaser will be in arrears without its having to be given any notice of arrears by issuing a reminder. The purchase price due is subject to interest at the statutory rate from when due (paragraphs 288.2 BGB, paragraph 353 HGB). The Vendor may also claim a lump sum payment of € (EURO) forty (40) (paragraph 288.5 BGB) and reserves the right to claim further damages for lateness.
1. Delivery is 'ex-works' EXW (Incoterms 2020) to the Vendor's registered offices or its designated destination. From when [the Vendor] is ready to dispatch and informs the Purchaser accordingly, the risk of the products to be delivered being accidentally destroyed or deteriorating passes to the Purchaser.
 2. The Vendor retains title to the product(s) sold until all its claims under its business dealings with the Purchaser are settled, including settling all claims under consecutive orders, re-ordering or ordering spares which already existed at the time the contract is concluded.
 3. If a product the Vendor supplies is imported into a Member State of the European Union other than Germany, the law of this Member State will govern the Vendor's rights to reserve title if the law there is more favourable to the Purchaser.

The lump sum above must be offset against any actions for damages the Vendor may have insofar as it is entitled to claim damages to cover any costs of prosecuting rights.

5. If the Vendor grants a discount, it may not be deducted unless payment is made when due.

Article 11 - Guarantees

1. The products which the Vendor is to deliver must in principle be as agreed in the contract and meet the Purchaser's agreed requirements and must be suitable insofar as no particular characteristics are agreed be suitable for their contractual use and have characteristics which are usual in products of the same kind and which the Purchaser might expect given the nature of the products. The Vendor does not give any particular assurance or warranty in this respect. Any specific quality required in the sense of a warranty undertaking must be expressly agreed between the parties and designated as such and will exist irrespective of any actions for defects the Purchaser may have. Minor variations in quality which are usual in the industry, technically inherent or unavoidable, such as minor variations in quality, colour or size which do not prevent the products being used and are reasonable to the Purchaser are not defects.
2. Insofar as the Purchaser gives a warranty undertaking as in paragraph 1 above, this will apply for six (6) months from delivery unless the parties have expressly agreed otherwise. Insofar as the warranty is for an object a third party made, the warranty will be limited to that third party's services under warranty and to the object it produced unless agreed otherwise.
3. No warranty of any kind will apply insofar as a defect has arisen which is due to the Purchaser using products improperly or other than for their intended purpose and/or it and/or third parties have failed to store or maintain them properly and/or insofar as the Vendor or third parties have made changes to the product supplied without the Vendor's consent in writing and/or insofar as the Purchaser or third parties have connected and/or attached other objects with the product supplied which are unsuitable to be connected and/or mounted or insofar as the product supplied has not been used or handled as instructed, particularly ignoring the Vendor's (technical) instructions or instructions for use.
4. Any repairs and/or replacements the Vendor makes after any warranty expires will be charged to the Purchaser separately.

Article 12 - Force majeure

1. Force majeure means events or circumstances ('circumstances of force majeure') arise which prevent a party meeting any of its contractual obligations if and insofar as the impeded party ('affected party') can show that:
 - (a) this impediment is beyond its reasonable control, and
 - (b) it was not foreseeable at the time the contract was concluded, and
 - (c) the affected party could not reasonably have avoided or overcome its effects.
2. If the events below affect a party, it will be presumed until proven otherwise that the conditions of paragraph 1 (a) and (b) are in place: war, hostilities, attacks, acts of foreign enemies, extensive military mobilisation, civil war, unrest, rebellion and revolution, military or other coup, uprising, terrorist acts, sabotage or piracy; currency and trade restrictions, embargo, sanctions, lawful or unlawful official acts, following laws or government instructions, expropriation, seizing works, requisition, nationalisation, plague, epidemic, pandemic, natural disasters or extreme natural events, explosion, fire, destroying equipment, long-term failure of means of transport, telecommunications, information systems or energy; labour unrest generally such as boycott, strike and lockout, wildcat strike, occupying factories and buildings.
3. A party which invokes this clause successfully will be released from its obligation to meet its contractual obligations and from any liability for damages or any other contractual relief in law for breach of contract provided it informs the other party. If it does not inform it immediately, it will be released as of when the message reaches the other party. If the effects of the impediment or event invoked are only transient, the consequences stated will only apply for as long as the impediment invoked prevents the party affected from performing the contract. If the impediment persists so long that the contract parties are deprived of what they might legitimately expect to a considerable extent, either party may terminate the contract by informing the other party within a reasonable time. Unless they agree otherwise, the parties agree expressly that either of them may terminate the contract if the impediment persists for more than hundredtwenty (120) days.

Article 13 - Liability

1. The Vendor will only be liable for damages in principle if it acts intentionally or grossly negligently. If the Vendor breaches any essential contractual obligations culpably (contractual obligations are of the essence if they have to be performed to enable the contract to be performed duly in the first place and the contract partner regularly relies and may rely on), the Vendor will only be liable (unless its lawful repre-

sentatives or agents are intentional or grossly negligent) to indemnify foreseeable typical contract losses, excluding liability to indemnify indirect losses, consequential defect liability, loss of business liability, contract penalties, environmental damages and loss of profits. If the Vendor is liable, its liability for damages will be limited to the average net order value in the last six months before losses arose.

2. Nor does the limitation of liability apply to losses due to injuring life, body or health insofar as the Vendor concealed a defect fraudulently, warranted certain product characteristics or assumed a warranty for the nature of the goods or to actions under the product liability law.
3. The limitations of liability above likewise apply to the personal liability for damages of all staff, workers, independent staff, agents, third parties engaged to perform the contract and the Vendor's subcontractors.
4. The Vendor will not be liable for any losses due to the Purchaser culpably breaching an obligation to assist or in any cases in which any losses are due to using the products improperly, carelessly or not for their intended purpose, storing them improperly or extraordinary environmental influences.
5. The Purchaser may not rescind the contract unless the Vendor is liable for a breach of its obligations, or rescind it unilaterally under paragraphs 650, 648 BGB.
6. The Purchaser will hold the Vendor harmless against all third party claims which arise in connection with losses incurred in connection with performing the contract insofar as the losses were not caused by reasons for which the Vendor is liable and against all third party claims which arise out of contracts concluded between the Purchaser and those third parties.

Article 14 - Intellectual and industrial property rights

1. Once the contract is created, all intellectual property rights, particularly patents, utility models and/or design rights and database rights to the product(s) to be delivered in the course of performing the contract will rest with the Vendor. The Vendor will only grant the Purchaser a non-exclusive licence to any and all existing intellectual property rights concerning the contract products.
2. The Vendor reserves all rights, including, but not limited to, intellectual property rights, particularly patent, utility models and/or design rights, copyright licences and exploitation rights and database rights to all the objects the Vendor or third parties provide, including, but not limited to, documents, titles, logos, copies, drafts, drawings, models, photo-documentation, films, lithographs, information writings, catalogues, computer software, address files and/or other data and data media. The Purchaser is only entitled to use these objects insofar as is necessary to perform the contractual obligations.
3. When the contract ends, the Purchaser will be bound to return any and all documents, copies, drafts, drawings, models, photo-documentation, films, lithographs, computer software, address files and/or other data and data media to the Vendor on first demand within a month of their being delivered or file them if the Vendor so requires or destroy them if expressly agreed in writing. In the latter case, the Vendor must be shown proof they have been destroyed. The Purchaser may not publish or reproduce them or put them in the public domain otherwise without the Vendor's express consent in writing. The Purchaser must return these objects and documents at its risk and expense.
4. The Purchaser warrants to the Vendor that it will not infringe the latter's or third parties' intellectual property rights and that it will hold the Vendor and its customers harmless against any actions arising out of such infringements including comparable actions for breach of knowhow, unfair competition and/or infringing other industrial rights.

Article 15 - Confidentiality and privacy

1. The Vendor, its staff and personnel and third parties it engages to perform the contract (subcontractors) are bound by strict confidentiality in respect of any and all information concerning the Vendor which they come to know in connection with the contract and/or executing and performing it, including that the contract exists, its nature and content and all working results produced in the course of it. This confidentiality obligation will persist even once the contract is performed and terminated.
2. In respect of all information described above which the Vendor provides to the Purchaser and commercial secrets within the meaning of the commercial secrets law in particular, the Purchaser binds itself in particular to:
 - (a) take and observe all reasonable measures to keep them safe;
 - (b) pass all information received on to authorised persons only on a need to know basis,
 - (c) keep the information only for as long as is required to perform the contract.
3. The Purchaser will ensure that its staff and personnel and third parties it engages to perform the contract (subcontractors) sign identical confidentiality undertakings worded as required. The Purchaser will furnish the Vendor with copies of these confidentiality undertakings if the latter so requires.

Article 16 - Dissolution

1. Should the Purchaser breach its contractual obligations culpably (e.g. obligations to assist) and/or overrun deadlines it sets culpably while performing the contract and fails to remedy the breach of contract and/or the services to be provided or refuses to perform them, the Vendor may rescind the contract.
2. The Vendor may terminate the contract extraordinarily with immediate effect if
 - (a) Insolvency proceedings are opened or applied for concerning the Purchaser's assets or dispose of them while seizing them as ordered;
 - (b) The Purchaser ceases trading;
 - (c) The Purchaser's business is liquidated;
 - (d) Holdings or possessions in the Purchaser's business change significantly;
 - (e) The Purchaser dies if it is an individual.
3. In the circumstances as in paragraphs 1 and 2 above, any outstanding claims the Vendor may have against the Purchaser must be paid immediately.
4. If the Vendor dissolves the contract, the Purchaser must return all the products delivered to it to the Vendor without delay at its own expense, unless the Purchaser has met all its obligations in full so that title reservation rights to these products have expired.

Article 17 - Transfer of rights and obligations

1. The Purchaser may not assign any rights under the contract to third parties without the Vendor's consent unless the contract provides otherwise.

Article 18 - Product recall

1. The Purchaser must gather and keep the information required to trace the products, using a 'traceability system' to enable it to furnish the Vendor with the following information at any time:
 - (a) which products came specifically from the Vendor;
 - (b) to which customers the products the Vendor supplied were resold, including their names, companies, addresses and number of products sold.
2. Should the Purchaser become aware of any safety defects or the risk of safety defects, particularly such characteristics or risks which put or could put the safety and health of persons using the products as intended or foreseeably at risk, it must inform the Vendor of them immediately of its own accord, including the following details in particular:
 - (a) the nature of the safety defect and effects/losses which have occurred;
 - (b) the date the Vendor delivered the possibly unsafe products to the Purchaser;
 - (c) the names of those who bought the possibly unsafe products the Vendor supplied;
 - (d) any and all other information relevant in this context.
3. Insofar as is required for the Vendor to make its evaluation for its further investigations into a possible unsafe product and/or measures to be taken, the Purchaser must provide the Vendor on demand with any and all information it has or such as is reasonably available to it free of charge.
4. The parties will then examine by mutual agreement whether and, if so, what measures are necessary to avert the risks which could arise due to possible safety defects in the products the Vendor supplied. Depending on their findings, the measures to be taken could make it necessary to recall the products. In particular, the demands and requirements of the product safety law as currently worded at any time must also be observed. The Vendor may also inform the competent market monitoring authorities as the product liability law defines. Should the market monitoring authorities instruct that products be recalled as part of their market monitoring measures, the Purchaser will assist the Vendor comprehensively in doing so. Notwithstanding this, the Vendor may also decide at its own discretion to recall the products. In this case again, the Purchaser must assist the Vendor comprehensively in doing so.

Article 19 - Limitation

1. Contrary to paragraph 438.13 BGB, any actions the Purchaser may have due to any defects in fact or law will be statute-barred one year after delivery. Should acceptance be agreed, the limitation period will start to run when products are accepted. If the products supplied are those which are used in accordance with their usual purpose for building works and caused them to be defective (building materials), the statutory limitation period is five (5) years from delivery (paragraph 438.1 no. 2 BGB), without prejudice to the statutory limitation rules on any reversionary actions by consumers (paragraphs 445 (a), 445 (b), 478 BGB).
2. The limitation periods above also apply to any contractual or extra-contractual actions for damages may have for defective products unless the statutory limitation period (paragraphs 195, 199 BGB) would mean they would be statute-barred sooner. Any actions for damages the Purchaser may have will be statute-barred as the law provides.

Article 20 - Governing law and jurisdiction

1. All contracts between the parties to which the present General Terms and Conditions of Sale apply and all rights and obligations resulting from them and interpreting them and all resulting disputes will be governed exclusively by German law even if obligations are met wholly or in part abroad or if a party the relationship in law affects is based there, excluding the UN Convention on the International Sale of Goods (CISG). Any and all disputes arising out of the contractual relationship and/or its construction will be referred exclusively to the courts of Stuttgart, but only if the Purchaser is a merchant within the meaning of the Commercial Code, a public entity in law or quango, without prejudice to what the law provides and exclusive competences in particular.

Article 21 - Filing

1. These Terms and Conditions apply from 1 August, 2022. Previous clauses that deviate from the above regulations are no longer valid and will no longer be applied.
2. The German text of the Terms and Conditions shall always be decisive for the interpretation thereof.