

General Terms and Conditions of Delivery
of REISS Büromöbel GmbH,
Südtring 6, D-04924 Bad Liebenwerda
for business transactions
within the meaning of Section 310 (1) sentence 1 of the German Civil Code (BGB)

§ 1 General – / Scope of application – / Form

1. Our offers, deliveries and services are provided on the basis of these General Terms and Conditions of Delivery (GTC). These GTC apply to all ~~including future~~ offers, deliveries and services provided by us; they also apply to consultations and other ancillary services. They also apply to the assumption of independent ancillary obligations. These GTC apply in particular to all ~~including future~~ contracts for the sale and/or delivery of movable goods ("goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, our General Terms and Conditions in the version valid at the time of the order by the purchaser or customer (hereinafter referred to uniformly as the customer) or, in any case, in the version last communicated to the customer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

2. Our General Terms and Conditions apply exclusively. Any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions shall only become part of the contract if and to the extent that we have expressly agreed to their validity. Our General Terms and Conditions shall also apply if we execute the customer's order without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our General Terms and Conditions.

3. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

4. Unless written form is required, our declarations require text form (Sections 126b, 127 BGB) or electronic form within the meaning of Sections 126a, 127 BGB. Transmission of our declaration by fax, EDI (electronic data interchange) or e-mail is always sufficient to comply with the text form requirement.

5. Our General Terms and Conditions apply only to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) sentence 1 BGB.

6. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing or in text form. Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

7. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions.

§ 2 Offer / Scope of services

1. Our offers are subject to change and non-binding unless they are expressly marked as binding or contain expressly binding commitments or have otherwise been agreed as binding. They are invitations to place orders.

2. Clause 1 shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents, including in electronic form.

3. If the customer's order qualifies as a contract application in accordance with § 145 BGB (German Civil Code), the customer is bound to their order as a contract application for 5 working days (working days at our registered office) after we have received the order, unless the customer can regularly expect us to accept it at a later date (§ 147 BGB). This also applies to repeat orders from the customer.

4. Offers or orders from the customer in accordance with clause 3 shall only be deemed accepted if we expressly declare our acceptance. Silence in response to such an offer or order does not constitute acceptance. A contract shall only be concluded ~~also~~ in ongoing business transactions ~~once we have accepted the customer's order in writing or by fax or in text form (Sections 126b, 127 BGB) or in electronic form within the meaning of §§ 126a, 127 BGB or by EDI (electronic data interchange) or e-mail.~~ In the case of delivery or performance within the customer's binding period specified in the offer, our order confirmation may be replaced by our performance, whereby in the case of mail order purchases, the dispatch of the delivery shall be decisive.

5. The execution of the order by us is based on the scope of services specified in our declaration of acceptance.

6. Guarantees and assurances shall only be deemed to have been effectively given by us if we expressly grant them in writing.

§ 3 Industrial property rights / UWG imitation protection

1. If we provide the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – we reserve ownership rights and intellectual property rights to these.

2. Intellectual property rights are specifically patent and utility model rights, copyrights, design rights and trademark rights.

3. If we work according to the customer's templates, in particular drawings, photos or other information, the customer is obliged to provide information on each template when sending it to us as to whether it is their own creation, whether they or a third party hold intellectual property rights to it, or whether it is an imitation of a third party's work. If third-party intellectual property rights exist, the customer is obliged to provide proof of their right of use. If the work is an imitation of third-party work and the imitated product has competitive characteristics, the customer is also obliged to prove their right of use. If the customer acts contrary to the above obligations, they shall indemnify us against all possible claims by third parties, namely the rights holders, the competitors concerned and the sole distributors. If the customer does not prove their right of use in the cases referred to in sentences 1 to 3, we shall be entitled to refuse to process the templates concerned. If there is an infringement of third-party intellectual property rights or a violation of the UWG imitation protection pursuant to Section 4 No. 9 UWG, we shall be entitled to refuse to process the templates concerned.

§ 4 Prices / Terms of payment

1. Unless otherwise stated in our order confirmation, our prices are "ex works". In the case of mail order purchases ~~that subject to deviating individual regulations~~ shipping costs and costs for transport insurance requested by the customer will be invoiced to the customer separately. The choice of shipping method is at our discretion. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

2. Our prices are quoted in euros. Statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the date of invoicing.

3. We are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

4. If, after conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that our claim to the purchase price is at risk due to the buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

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5. The deduction of discounts requires a special written agreement. Unless expressly agreed otherwise in writing, the price is due for payment immediately upon receipt of the invoice, free of charges, in cash and without deduction.

6. Payment deadlines shall be deemed to have been met if we have access to the amount within the deadline.

7. We are entitled to offset incoming payments against other outstanding claims at our discretion.

8. If the conditions of § 353 HGB (German Commercial Code) are met, we – without prejudice to the higher interest claim under §§ 288 or 291 BGB (German Civil Code) – are entitled to charge interest at a rate of eight per cent per annum from the due date.

9. The customer shall only be entitled to set-off rights if their counterclaims have been legally established, are undisputed or have been recognised by us. Counterclaims under sales law in the event of defects in the delivery remain unaffected. The customer shall only be entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship. We are entitled to avert the exercise of a right of retention by providing security, including a bank guarantee. Section 215 of the British Civil Code remains unaffected by the above provisions.

10. Notwithstanding § 195 BGB, our payment claims shall become time-barred after five years. § 199 BGB shall apply with regard to the commencement of the limitation period.

§ 5 Delivery / Delivery time / Obligation to accept

1. Correct, complete and timely delivery to us is reserved, unless the non-delivery or delay is our fault. We therefore do not assume any procurement risk in accordance with sentence 1, but will inform the customer immediately of the unavailability of goods and, in the event of withdrawal, reimburse any consideration immediately.

2. Binding delivery dates must be expressly agreed in writing. In the case of non-binding delivery dates and periods (formulations such as approx., approximately, expected), we shall endeavour to adhere to these to the best of our ability. If we are unable to meet binding delivery periods for reasons for which we are not responsible (unavailability of the service), we shall inform the buyer of this immediately and at the same time notify them of the expected new delivery period. If the service is also unavailable within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the buyer.

3. The start of the delivery period specified by us is subject to the clarification of all technical questions. The specified delivery periods do not begin before our declaration of acceptance of the contract.

4. Compliance with our delivery obligation is subject to the timely and proper fulfilment of the customer's obligations. We reserve the right to raise the defence of non-performance of the contract.

5. If we are in default of delivery, the customer must first set us a reasonable grace period for performance. As a rule, a grace period of at least 14 working days is agreed as reasonable. After expiry of the reasonable grace period, we shall only be liable in accordance with clauses 6 and 7.

6. We shall be liable for delays in performance in cases of intent or gross negligence in accordance with the statutory provisions; any fault on the part of our representatives or vicarious agents shall be attributed to us. In cases of ordinary negligence, our liability shall be excluded, even after expiry of any deadline set for us. If the delay in performance is due to gross negligence, we shall be liable in the event of a delay in delivery for each completed week of delay within the scope of a lump-sum compensation for delay amounting to 1% of the delivery value, but the customer may not demand more than 5% of the delivery value. Further legal claims and rights of the customer remain unaffected. We reserve the right to prove that the customer has not incurred any damage or only significantly less damage than the above lump sum.

7. The limitation of liability under clause 6 shall not apply:

- (a) if the underlying purchase contract is a fixed-date transaction;
- (b) if, as a result of a delay in delivery for which we are responsible, the customer is entitled to assert that their interest in the further performance of the contract has ceased to exist;
- (c) if the delay in delivery for which we are responsible is based on a culpable breach of a material contractual obligation.
- (d) In cases a) to c), however, liability for damages shall be limited to the foreseeable, typically occurring damage.

8. We are entitled to make partial deliveries insofar as they are reasonable for the customer. We reserve the right to have the delivery or service owed by us performed by third parties.

9. The customer is obliged to accept our service within 14 days of receiving our notification of readiness for delivery. We (or the forwarding agent commissioned by us) will send the notification of readiness for delivery to the customer in writing or in text form. A notification of readiness for delivery in the aforementioned sense is, in particular, a delivery date notification. Bindingly agreed delivery dates are not affected by the above sentences.

10. We have a claim for performance against the customer for acceptance of the goods. The customer assumes the obligation to accept the goods in accordance with Section 433 (2) of the German Civil Code (BGB) or Sections 650 (1) and 433 (2) BGB as a primary contractual obligation. If the customer is in default of acceptance, our simultaneous claims for default of acceptance remain unaffected.

11. If the agreed acceptance of the delivery item or, in the case of agreed shipment, its shipment is delayed for a reason for which the customer is responsible, we shall be entitled to withdraw from the contract after setting and fruitless expiry of a 14-day grace period in writing or text form, whereby the date of receipt of the declaration by the customer shall be decisive for the start of the period.

12. We shall be entitled to make improvements and minor changes to the goods, provided that these are reasonable for the customer.

13. We shall also be entitled to deliver products with customary deviations in quality, dimensions, weight, colour and equipment. Such goods shall be deemed to be in accordance with the contract. Sentences 1 and 2 shall not apply if we have expressly guaranteed quality, dimensions, weight, colour and equipment.

14. Mandatory statutory rights of the customer and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected by this paragraph.

§ 6 Transfer of risk / Packaging / Assembly

1. If we have undertaken the installation or assembly of the purchased item, the place of performance shall be the place of installation or assembly. In the case of deliveries with installation or assembly, the risk shall pass to the customer at the time of acceptance at the agreed place of assembly or installation.

2. If installation or assembly is not owed, delivery "ex works" is agreed, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the purchaser, the goods shall be shipped to another destination (sale by delivery). If the customer so desires, we shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer. Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) ourselves.

3. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon delivery. In the case of sale by delivery to a place other than the place of performance, however, — unless a debt to be performed at a specific place has been agreed in individual cases — the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to any agreed acceptance. The handover or acceptance shall be deemed to have taken place if the buyer is in default of acceptance.

4. Transport packaging and all other packaging in accordance with the packaging regulations shall not be taken back; rather, it shall become the property of the customer. The customer is obliged to ensure proper disposal of the packaging at their own expense. The above provision does not apply to pallets (Euro and mesh box pallets); unless pallets are exchanged upon delivery, these are provided to the customer by us on loan.

5. If we have undertaken the installation or assembly of the purchased item, the start of the performance and delivery period specified by us is subject to the clarification of all technical questions. Compliance with our performance and delivery obligations requires the timely receipt of all documents to be supplied by the customer, necessary approvals and

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releases, in particular plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these conditions are not met in good time, the deadlines shall be extended accordingly; this shall not apply if we are responsible for the delay.

Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly:

a) The customer shall bear the costs of all construction and other ancillary work outside the industry, including the necessary skilled and unskilled labour, building materials and tools, and shall provide these in good time. The same applies to energy, lighting and any external lifts that may be required.

b) The customer shall provide, at its own expense, protective clothing and protective devices that are necessary due to special circumstances at the installation site.

c) The customer shall provide the necessary information about the location of concealed electricity, gas and water pipes or similar installations, as well as the necessary structural data – in particular regarding the condition of the walls – in good time, at the latest by the contractually agreed date.

d) The customer shall obtain the necessary parking permits at its own expense in good time and provide the necessary signage.

e) Before the start of installation or assembly, the supplies and items required for the work to commence must be available at the installation or assembly site, and all preparatory work must be sufficiently advanced before the start of installation so that the installation or assembly can begin as agreed and be carried out without interruption. Access routes and the installation or assembly site must be levelled and cleared.

f) The customer must certify to us on a daily basis the duration of the working time of the assembly personnel and the completion of the installation, assembly or commissioning without delay.

g) If we request acceptance of the service after completion, the customer must carry this out immediately. If this does not happen, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place if the delivery – if applicable, after completion of an agreed test phase – has been put into use.

§ 7 Liability for defects

1. The customer's claims for defects in the purchase or delivery of movable goods to be manufactured or produced presuppose that he has complied with the statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB).

2. Our liability for defects is based primarily on the agreement made regarding the quality of the goods. All product descriptions that are the subject of the individual contract or that have been publicly announced by us (in particular in catalogues or on our website) shall be deemed to be an agreement on the quality of the goods. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not there is a defect (Section 434 (1) sentences 2 and 3 BGB).

3. Unless otherwise specified below, the statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions). In all cases, the special statutory provisions for final delivery of unprocessed goods to a consumer remain unaffected, even if the consumer has further processed them (supplier recourse pursuant to Sections 478 BGB). Claims arising from supplier recourse are excluded if the defective goods have been further processed by the buyer or another entrepreneur, e.g. by installation in another product.

4. The customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

5. If the delivered item is defective at the time of transfer of risk, we may first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected. We are entitled to make the subsequent performance owed dependent on the customer paying the remuneration

due (e.g. the purchase price). However, the customer is entitled to retain a portion of the remuneration that is reasonable in relation to the defect.

6. Our liability for defects is always subject to the condition that the defect is not insignificant; we are not liable for insignificant defects. The restriction in sentence 1 does not apply if the defect is based on malice or intent.

7. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the buyer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the buyer. We shall not bear the costs within the meaning of sentence 1 if these arise or increase as a result of the purchased item being taken to a location other than the place of performance. In the event of subsequent performance, we shall only bear the necessary expenses up to the amount of the purchase price.

8. If the subsequent performance has failed or if a reasonable period to be set by the customer for the subsequent performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the remuneration. However, there is no right of withdrawal in the case of an insignificant defect.

9. If the subsequent performance fails, the customer – without prejudice to any claims for damages in accordance with the following provisions – is entitled to demand withdrawal or reduction at their discretion.

10. We shall be liable

a) in accordance with the statutory provisions if the customer asserts claims for damages based on intent (in particular fraudulent concealment of a defect) or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are accused of grossly negligent (i.e. not intentional) breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.

b) in accordance with the statutory provisions, if we culpably breach an essential contractual obligation. In this case, however, liability for damages shall be limited to the foreseeable, typically occurring damage. Insofar as the customer is otherwise entitled to compensation for damage instead of performance, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

c) without limitation in accordance with the statutory provisions in the event of culpable injury to life, limb or health.

d) without limitation in accordance with the statutory provisions in the event of mandatory liability under the Product Liability Act or other cases of strict liability.

e) without limitation in accordance with the statutory provisions when giving guarantees and assurances. Our unlimited liability when giving guarantees and assurances presupposes that a defect covered by the guarantee or assurance triggers our liability.

11. Unless otherwise specified above, our liability is excluded.

12. The limitation period for claims due to defects, in particular material defects or defects of title, is (notwithstanding Section 438 (1) No. 3 BGB and Section 634a (1) No. 1 BGB) twelve months from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. In the event of refusal of acceptance or acceptance by the customer, the limitation period shall be calculated from the date of receipt of our notification of readiness for delivery of the goods to the customer. However, the limitation provisions according to the above sentences shall not apply if the law prescribes longer periods in special provisions on limitation (in particular in accordance with §§ 438 (1) No. 1, 438 (1) No. 2, 438 (3), 478, 445b, 634a (1) No. 2, § 634a (1) No. 3 BGB), as well as in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by us, in the event of fraudulent concealment of a defect and in the event of the provision of guarantees and assurances. The statutory provisions on suspension of expiry, suspension and recommencement of the limitation periods remain unaffected.

13. The assignment of the customer's claims or rights due to defects in the goods requires our consent to be effective – except in the scope of application of § 354a HGB (German Commercial Code) –.

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14. The customer's rights of recourse against us as regulated in Section 478 of the German Civil Code (BGB) remain unaffected by the provisions in Clauses 2 to 13.

If § 478 BGB is not applicable, we shall reimburse the customer for expenses in accordance with the statutory provisions in cases where we are liable under clause 10 and in cases of recourse under §§ 445a BGB. If there is no case under § 478 BGB or none of the cases in which we are liable under clause 10, the customer's claims for reimbursement of expenses under § 445a BGB are excluded.

Section 8 Total liability

1. Any liability for damages beyond that provided for in Section 7 is excluded, regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage in accordance with § 823 BGB. § 7 clauses 10 and 11 apply accordingly to claims within the meaning of sentences 1 and 2.

2. Insofar as our liability for damages is excluded or limited in accordance with clause 1, this also applies with regard to the personal liability for damages of our organs, employees, workers, staff, representatives, vicarious agents and subcontractors.

3. Insofar as the customer is entitled to claims for damages under this paragraph, these shall become time-barred upon expiry of the limitation period applicable to liability for defects in accordance with § 7 (12). However, in the case of claims for damages under the Product Liability Act, the statutory limitation provisions shall apply.

4. In accordance with the provisions on damages in § 7 and in the preceding paragraphs, claims for reimbursement of expenses by the customer are excluded in cases of slight negligence. § 7 clause 14 is not affected by this provision.

5. The above provisions do not imply a reversal of the burden of proof.

6. The assignment of claims for damages or reimbursement of expenses by the customer within the meaning of clause 1 requires our consent to be effective, except within the scope of application of Section 354a of the German Commercial Code (HGB).

§ 9 Retention of title

1. We reserve title to the delivered goods until all our current and future claims arising from the contract and from the business relationship with the customer (secured claims) have been paid in full.

2. In the event of breach of contract by the customer, in particular non-payment of the purchase price due or our remuneration due for the delivery of goods, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due or our remuneration claim for the delivery of goods, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

3. The goods subject to retention of title may not be pledged to third parties or transferred as security before full payment of the secured claims. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) access the goods belonging to us.

4. Until revoked, the customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business in accordance with the following letter (c). In this case, the following provisions shall apply in addition.

(a) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, their ownership rights remain in force, we 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.

(b) The customer hereby assigns to us as security all claims against third parties arising from the resale or onward sale of the goods or the product to us as security in full or in the amount of our possible co-ownership share in accordance with the above letter (a). We accept the assignment.

The customer's obligations mentioned in clause 3 also apply with regard to the assigned claims.

(c) The customer remains authorised to collect the claim alongside us. We undertake not to collect the claim as long as the customer meets their payment obligations to us, there is no deficiency in their ability to pay and we do not assert our retention of title by exercising a right in accordance with clause 2. If this is the case, however, we may demand that the customer informs us 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, we shall also be entitled to revoke the customer's authority to resell and process the goods subject to retention of title.

5. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

6. After withdrawal, we shall be entitled to sell the goods; the proceeds of the sale shall be offset against the customer's liabilities, less reasonable selling costs.

7. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.

Section 10 Place of jurisdiction, applicable law, contract language

1. In the event that the customer is a merchant within the meaning of § 38 ZPO (German Code of Civil Procedure), a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, or moves his place of residence or habitual abode outside the territory of the Federal Republic of Germany after conclusion of this contract, or his place of residence or habitual abode is unknown at the time the action is brought, our place of business shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship or in connection with the contractual relationship. We shall also be entitled to bring an action against the customer at another court having jurisdiction according to the statutory provisions. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

2. These General Terms and Conditions and all legal relationships between us and the customer (in particular arising from and in connection with individual deliveries) shall be governed exclusively by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The application of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG or UNCITRAL Convention), is excluded.

3. German is the contract language for these General Terms and Conditions and all legal relationships between us and the customer (in particular arising from and in connection with individual deliveries). If any duplicates etc. of these General Terms and Conditions or other correspondence have been produced in other languages, these are merely translations and do not have contractual status. All correspondence must be in German. Communications in other languages are disregarded.

§ 11 Partial invalidity

These contractual terms and conditions shall remain in full force and effect even if individual parts are legally invalid. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.