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# GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

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Status: December 2022

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## 1. Scope

- 1.1 The “**Services**” (sale, work delivery, work and service) between us – KARL MAYER STOLL Textilmaschinenfabrik GmbH or KARL MAYER Technische Textilien GmbH (in each case “**KARL MAYER**” or “**we**”) and our respective customers (“**Customer**”) shall be based on the following General Terms and Conditions of Delivery and Payment (hereinafter referred to as “**GTC**”). The Customer and we are hereinafter also referred to as the “**Parties**” and individually as a “**Party**”.
- 1.2 Terms and conditions of the Customer that deviate from or supplement these GTC will not be recognized unless KARL MAYER has expressly agreed to their validity in writing. The GTC also apply if KARL MAYER carries out the delivery without reservation in the knowledge of conflicting or supplementary conditions of the Customer. Within the framework of ongoing business relationships, these GTC will also apply to future transactions. These GTC also apply if no express reference is made to them.
- 1.3 Individual agreements made with KARL MAYER in individual cases (including ancillary agreements, supplements and amendments) take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.
- 1.4 These GTC apply only to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

## 2. Offers, conclusion of contract and declarations

- 2.1 KARL MAYER’s offers are subject to change and are non-binding, unless expressly stipulated otherwise.
- 2.2 All agreements made between KARL MAYER and the Customer upon conclusion of the contract are set out in full in writing in the contract subject to these GTC, including these GTC. The employees of KARL MAYER are not authorized to

make verbal promises that deviate from or go beyond the written contractual agreement.

- 2.3 One-sided legally binding declarations and notifications by the customer in relation to the contract subject to these GTC (such as, in particular, notices of defects or setting of additional deadlines) must be made in text form. Further legal requirements remain unaffected.
3. **Prices and terms of payment**
  - 3.1 The prices quoted are EXW KARL MAYER’s registered office in accordance with ICC Incoterms® 2020. VAT is not included in the prices shown; it will be shown separately on the invoice at the statutory rate applicable at the time, insofar as it is incurred.
  - 3.2 We are entitled to invoice our services electronically. The customer agrees to the sending of invoices, credit notes and, if applicable, reminders by e-mail in pdf format and must therefore provide us with an e-mail address to ensure receipt of these electronically sent documents.
  - 3.3 Assembly / commissioning shall be invoiced on a time basis, unless a fixed price has been expressly agreed.
  - 3.4 The customer shall raise objections to invoices within 14 days of receipt of the invoice at the latest; otherwise the invoice in question shall be deemed to have been approved.
  - 3.5 Unless otherwise stated in our order confirmation, the purchase price shall be due immediately without deduction upon conclusion of the contract and shall be paid within 30 days of receipt of the invoice at the latest.
  - 3.6 The customer shall only be entitled to a right of retention if it is based on a counterclaim from the same contractual relationship that is undisputed, ready for a decision or established by a final court decision. Offsetting by the customer is excluded insofar as the customer’s counterclaim is not legally established, ready for decision or undisputed.

- 3.7 In the event of default in payment, KARL MAYER is entitled to withhold the provision of outstanding services and to make it dependent on the payment of all outstanding items by the Customer and generally only to execute against advance payment or the provision of security. KARL MAYER is also not obliged to take any further measures in order to comply with further delivery dates and quantities (e.g. purchasing, production preparation, etc.). If the Customer does not comply with KARL MAYER's request for advance payment or provision of security within a reasonable period of time, KARL MAYER will be entitled to withdraw from the same contract in whole or in part.
- 3.8 If, after the conclusion of the contract subject to these General Terms and Conditions, KARL MAYER becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the Customer and as a result of which the payment of the outstanding claims of KARL MAYER by the Customer from the respective contractual relationship is at risk, KARL MAYER is entitled to withhold its performance until the Customer has paid. After setting a corresponding deadline for concurrent performance or provision of security, KARL MAYER can also withdraw from the contract and demand compensation for damages.
- 3.9 If, from the time of the conclusion of the contract subject to these GTC until the time of the performance of the service, the costs have increased by more than 5% due to a change in the market price for raw materials or the costs for purchased parts or due to personnel costs or an increase in the fees charged by third parties involved in the performance of the service, KARL MAYER can demand a correspondingly higher price. If this is 20% or more above the agreed price, the Customer has the right to withdraw from the contract. This right must be asserted immediately after notification of the increased price. KARL MAYER will also take this into account in the price in the event of a reduction of more than 5% in the aforementioned costs.
- 4. Delivery period and delivery conditions**
- 4.1 Delivery shall be EXW KARL MAYER's registered office in accordance with ICC Incoterms® 2020. If the Customer is in default of acceptance, the risk shall pass to the Customer.
- 4.2 Delivery deadlines are only binding if they have been expressly agreed in writing as binding; they are met if the goods have been dispatched or are ready for dispatch by their expiry and the customer has been notified of this. Compliance with the delivery periods shall be subject to the timely and proper fulfilment of all obligations of the customer, in particular, to the extent necessary, the clarification of all essential preliminary technical questions with the customer and the submission of all necessary documents such as specifications and drawings and the provision of other necessary information (order clarification). In addition, it is subject to correct and timely self-delivery to us, insofar as we have taken reasonable measures in accordance with the course of business and we cannot be accused of gross negligence in the selection of the supplier(s) or the specific procurement.
- 4.3 Events for which KARL MAYER is not responsible and which prevent us from providing the service ("force majeure") will release KARL MAYER from fulfilling its contractual obligations for the duration of the event. Such events are in particular strikes, operational disruptions, lawful lockouts, political measures or official orders, embargoes, customs duties, worldwide transport problems, shortages of raw materials or primary materials or suppliers, the effects of pandemics or epidemics, fire, flood, severe weather, natural disasters, war, sabotage, and other events of force majeure. In the case of a pandemic or epidemic, this also applies if this had already occurred at the time the contract was concluded, provided that KARL MAYER was not aware of its effects on the contract and could not have foreseen them as probable. This also applies if these circumstances occur at our suppliers or their upstream suppliers.
- 4.4 KARL MAYER undertakes to inform the customer immediately of the occurrence and expected duration of such events. The delivery time shall be extended by the duration of the hindrance plus a reasonable start-up phase. If the impediment is permanent or, in the case of a temporary impediment, if it is no longer reasonable for one of the parties to adhere to the contract due to the duration of the impediment, each of the parties shall be entitled to withdraw from the contract, but the customer shall only be entitled to do so after prior written (email suffices) notice within a reasonable period. As a rule, an unreasonable duration is to be assumed in the event of an impediment of more than three months. KARL MAYER will immediately reimburse the Customer for any consideration already paid in the event of withdrawal.
- 4.5 The fulfilment of KARL MAYER's contractual obligations is subject to correct and timely self-supply. If KARL MAYER's supplier is only temporarily prevented from delivering, the delivery period will be extended appropriately without KARL MAYER being in default. If the Supplier is permanently unable to deliver or if one of the parties can no longer reasonably be expected to adhere to the contract due to the duration of the hindrance, each of the parties is entitled to withdraw from the contract after prior notice. Clause 4.3 sentences 4 and 5 apply accordingly. In this case, KARL MAYER already now assigns to the Customer any claims for damages due to delay to which it is entitled against the Supplier. The Customer accepts the assignment.
- 4.6 If we fail to perform or are in default of delivery due to slight negligence, the customer must grant us a reasonable grace period of at least half the original delivery period, but not less than 20 working days. The customer may then withdraw with effect for the unfulfilled transactions if the legal requirements are met; with effect for partially fulfilled transactions, the customer may only withdraw if there is absolutely no interest in the partial delivery and performance. The customer shall only be entitled to claims for damages due to delay insofar as our liability is not excluded or limited in accordance with these GTC and even then these shall be limited to the damage foreseeable at the time of conclusion of the contract, but in total to a maximum of 5% of the net purchase price of the delayed performance insofar as this cannot be used by the customer in good time or in accordance with the contract as a result of the delay or non-delivery. We reserve the right to prove that the customer has not suffered any damage at all or only significantly less damage than the damage claimed.
- 5. Scope of delivery and quality**
- 5.1 KARL MAYER is entitled to make partial deliveries, provided that they are not unreasonable for the customer.
- 5.2 Unless otherwise agreed, KARL MAYER shall deliver within the tolerances permitted by the relevant German and European industrial standards. Technical modifications by us that are necessary due to changes in the law or that serve the purpose of technical

further development are also permissible after the conclusion of the contract, insofar as this does not result in a significant change in function or the Customer proves that the modification is unreasonable for him; unreasonableness does not come into consideration if the modification represents a technical improvement or is owed to an expectation of the traffic or legal or official requirements.

## **6. Product documents, duty to examine, reservation of rights, confidentiality, property rights**

- 6.1 Our documents, illustrations, drawings, details of performance, weights and dimensions in catalogues, product sheets and/or on our website only represent approximate values. They are not indications of the quality of the goods unless they are expressly designated as binding. We reserve the right to make improvements and changes to the extent customary in the trade and reasonable for the customer.
- 6.2 Our technical drawings and/or descriptions must be checked by the customer. The inspection and confirmation shall be made by returning a copy with a confirmation note from the customer within two weeks of receipt by the buyer. If the customer waives confirmation and return, this shall not release him from the obligation to check and the confirmation shall be deemed to have been made. Desired corrections must be communicated to us immediately and require our written confirmation. Additional costs incurred due to drawings and/or descriptions not being checked by the customer or not being checked in good time will be invoiced separately by us.
- 6.3 We exclusively reserve unrestricted ownership and all our (exploitation) rights to our offers, drawings, illustrations, models, plans and other documents as well as information in tangible and intangible, in particular electronic form, as well as to all data, experience, know-how, inventions, industrial property rights, designs, samples and trademarks (all of the above "Information").
- 6.4 All information not already in the public domain shall be treated confidentially and shall not be made available to third parties. Physical and intangible information shall be returned immediately at any time upon request or if no transaction takes place, and electronic information shall be deleted immediately. We undertake to make information and documents designated as confidential by the customer accessible to third parties only with the customer's consent.
- 6.5 If the property rights of third parties are infringed in the course of deliveries according to drawings or other information provided by the customer, the customer shall be obliged to indemnify us against all claims.
- 6.6 Insofar as the customer has to procure documents, he is responsible for their completeness and correctness and for the timeliness of the procurement.
- 6.7 KARL MAYER is entitled to provide the Customer with parts of the operating instructions in digital form only, insofar as these do not contain any information relevant to safety and health protection. If, on the other hand, information relevant to safety and health protection is contained, KARL MAYER will provide the Customer with the relevant parts of the operating instructions in paper form as a supplement.

## **7. Assembly and commissioning**

- 7.1 In so far as KARL MAYER undertakes the installation, assembly and/or commissioning in addition to the delivery, the Customer undertakes to do so at its own expense,
  - a) to grant KARL MAYER unhindered and safe access to the

- place of performance and to ensure that KARL MAYER has sufficient space available for the performance of the service;
- b) to provide KARL MAYER with all the information and data required for the provision of the service correctly, completely and in good time;
- c) ensure the necessary power supply, sufficient lighting and the supply of compressed air and water during the execution of the work;
- d) to provide in good time and to the agreed extent any operating and working equipment to be provided by the customer and any necessary and suitable assembly assistants;
- e) to provide suitable recreation rooms and sanitary facilities for the KARL MAYER employees deployed, as well as dry and lockable rooms for the storage of KARL MAYER's materials and tools;
- f) to perform any necessary preparatory work completely and properly.

- 7.2 The Client must inform KARL MAYER in good time of the safety regulations applicable at the place where the work is to be performed and take all the necessary measures to protect KARL MAYER's employees from safety and health risks during the performance of the work.
- 7.3 The customer must ensure that the assembly can be started immediately after the arrival of our assembly personnel and carried out without delay until acceptance by us.
- 7.4 Immediately after notification of the completion of the installation, a joint inspection of the plant components and systems shall take place. A written protocol or assembly report to be signed jointly shall be recorded, which confirms that the assembly has been completed. Identified residual work and defects shall be stated in the report.

## **8. Acceptance**

- 8.1 The customer is obliged to accept contractual deliveries or services as soon as he has been notified of their completion in writing or verbally and a trial run of the assembled delivery item has taken place, if provided for in the contract. Acceptance may not be refused due to insignificant defects. The deliveries and services are deemed to have been accepted when the delivery and, if KARL MAYER is also responsible for the installation, the installation has been completed, KARL MAYER has notified the Customer of this and has requested the Customer to accept the delivery within a reasonable period of time, unless the Customer refuses to accept the delivery within this period of time and notifies KARL MAYER of a defect that is not merely insignificant.
- 8.2 If the assembly proves not to be in accordance with the contract, we shall be obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the customer or is due to a circumstance attributable to the customer.
- 8.3 However, the customer shall only have the right to remedy the defect itself after prior consultation with us.
- 8.4 If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place after two weeks have elapsed since notification of completion of the installation; the same shall apply if the supplier issues a (final) invoice after two weeks have elapsed since notification of completion of the installation.

## **9. Liability for defects**

- 9.1 Deficiencies shall be deemed to exist if deliveries and services deviate not only insignificantly from the agreed target quality at the time of transfer of risk.

- 9.2 We do not accept any liability for defects (co-)caused by unforeseeable or improper use, the use of unsuitable operating materials, incorrect or negligent handling or storage, improper maintenance, spare parts, chemical, electrochemical or electrical influences or as a result of natural wear and tear or corrosion not resulting from a manufacturing defect.
- 9.3 We sell used equipment as viewed, excluding any warranty, except for intent and fraudulent intent.
- 9.4 Immediately upon receipt of the goods, the customer shall inspect them for compliance with the contract, in particular for completeness and condition and, if applicable, transport damage. Noticeable deviations, defects and damage must be reported to us immediately, as well as before processing or treatment and at the latest within 7 days after receipt, hidden defects within the same period after discovery, by written notification with detailed explanation. Otherwise the warranty shall lapse. Transport damage must be noted on the consignment note and the delivery note and confirmed by the driver's signature.
- 9.5 If the customer has duly complied with his obligations to give notice of defects in accordance with clause 9.4, he shall be entitled to the statutory warranty rights in the event of a defect in accordance with the following provisions:
- 9.5.1 The choice of the type of subsequent performance is incumbent on the seller. In the event of defects, we shall provide warranty by subsequent performance in the form of rectification or replacement delivery at our own expense at the place of the original delivery.
- 9.5.2 If the customer has installed the defective goods in another item or attached them to another item in accordance with their nature and intended use, the customer may only claim compensation for the necessary expenses for removing the defective goods and installing or attaching the repaired or delivered non-defective goods ("removal and installation costs") under the following conditions: Only such removal and installation costs are required which are reasonably necessary and reasonable according to objective standards. Disproportionate are removal and installation costs (1) whose value is disproportionate to the repaired or delivered goods and (2) which do not directly concern the removal or dismantling of the defective goods and the installation or fitting of repaired or delivered goods. Additional expenses arising from the fact that the goods are located at a place other than the agreed or presumed destination shall be borne by the customer. The customer shall grant us the necessary time and opportunity to carry out the subsequent performance; otherwise the warranty shall lapse. Expenses incurred by the customer to remedy defects himself shall not be reimbursed. Replaced goods become our property. The customer must return them to us at his own expense.
- 9.5.3 Claims for damages shall only exist under the conditions agreed under Clause 10.
- 9.6 The warranty period for claims for defects is 12 months, calculated from delivery of the goods or, if acceptance is provided for by contract or by law, from acceptance. Deviating from this, the statutory warranty period of two years applies to claims for damages due to intentional or grossly negligent breaches of duty or culpable injury to life, limb or health.
- 9.7 KARL MAYER provides a warranty for spare parts installed in the course of the rectification of defects on the basis of the

purchase contract until the expiry of the warranty period of the purchased item.

## 10. Liability

- 10.1 KARL MAYER is liable to the Customer in accordance with the statutory provisions for intent or gross negligence on the part of KARL MAYER or a culpable breach of an essential contractual obligation. Material contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract and on whose fulfilment the Customer regularly relies and may rely.
- 10.2 Insofar as KARL MAYER, its organs, executive employees and vicarious agents cannot be charged with intent or gross negligence, the liability for damages is limited to the foreseeable damage typical for the contract.
- 10.3 We shall not be liable in the event of a slightly negligent breach of an obligation which is not an essential contractual obligation.
- 10.4 Insofar as our liability is excluded or limited, this shall apply equally with regard to a personal liability for damages of our organs, employees, representatives and vicarious agents towards the buyer.
- 10.5 Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

## 11. Security; retention of title

- 11.1 For deliveries and services, we are entitled to request from the customer an unconditional, unlimited and irrevocable security of a European bank or a bank letter of credit confirmed by a European bank for the payment of the purchase price.
- 11.2 The goods remain our property ("**retention of title**") until all our claims arising from the business relationship have been settled in full. This means that KARL MAYER retains ownership of the goods until all payments arising from the business relationship with the Customer have been received. If there is a current account relationship between the Customer and KARL MAYER, the retention of title also refers to the respective recognised or causal balance.
- 11.3 The customer shall treat the reserved goods with care and is obliged to insure them at his own expense against fire, water and theft.
- 11.4 The Customer is not entitled to pledge the reserved goods or to assign them to third parties as security. In the event of seizures or other interventions by third parties, the Customer must notify KARL MAYER in writing without delay. Insofar as the third party is not in a position to reimburse KARL MAYER for the judicial and extrajudicial costs incurred to avert the intervention, the Customer will be liable for the loss incurred by KARL MAYER.
- 11.5 If the reserved goods are combined with other items to form a uniform item or are inseparably mixed or blended and if one of the other items is to be regarded as the main item, the Customer will transfer to KARL MAYER the co-ownership of the uniform item or of the total quantity on a pro rata basis in the ratio of the invoice value of the reserved goods to the invoice value of the other mixed or blended items.
- 11.6 If the retention of title is not effective under the law in whose area the goods are located, the security corresponding to the retention of title or the assignment in that area shall be deemed agreed. If the customer's cooperation is required for the creation, the customer shall be obliged to take all reasonable measures (such as registration or publication require-

ments) at its own expense which are necessary for the creation and maintenance of such rights.

## **12. Disposal**

For the delivered goods, we offer the customer, at the customer's request to be expressed in writing at the time of conclusion of the purchase contract, to take over the disposal of the packaging materials against reimbursement of the reasonable costs actually incurred in accordance with the statutory provisions. Otherwise, the customer shall assume the obligation to properly dispose of the packaging materials supplied at his own expense in accordance with the statutory provisions.

## **13. Software usage**

13.1 When delivering software, KARL MAYER grants the Customer a non-exclusive and non-transferable right to use the software in accordance with the contract for the operation of the delivered goods. Unless otherwise agreed, the right of use applies in the country of the place of performance pursuant to Section 17.3 and in the territory of the Member State of the European Union or another contracting state of the Agreement on the European Economic Area where the Customer has its head office.

13.2 With the exception of the right to make a backup copy, the customer is not entitled to reproduce the software unless expressly agreed otherwise.

13.3 Except in the cases of § 69e of the German Copyright Act, the customer is not entitled to modify, reverse engineer, translate or separate parts of the software. Copyright notices, serial numbers and other features serving to identify the software may not be removed or changed.

13.4 The customer is obliged to prevent unauthorised access to the software by third parties by taking appropriate precautions.

## **14. Infringement of property rights**

14.1 If the property rights of third parties are infringed in the course of deliveries according to information provided by the buyer, the customer shall be obliged to indemnify us against all claims.

14.2 Claims due to infringements of industrial property rights do not exist if these are based on the fact that the goods have been modified by the Customer or used together with products not supplied by KARL MAYER.

## **15. Compliance and ethics obligations**

15.1 The customer undertakes to comply with all applicable laws, ordinances and regulations, in particular also those relating to environmental protection, competition, product safety, data protection and occupational safety.

15.2 The contract subject to these GTC shall be conducted in accordance with the principles of fair competition. The Customer warrants that it will not engage in any illegal agreements restricting competition.

15.3 The Customer shall take appropriate measures to ensure that its legal representatives and employees do not offer, promise or grant any undue advantages in order to influence business decisions and do not accept any such advantages themselves. The Customer shall actively and consistently counteract any criminal or unethical influence on decisions of KARL MAYER or other companies and institutions and shall take action against bribery in its own company.

15.4 The Customer undertakes to disclose to KARL MAYER, upon request, the beneficial owner behind the company within the meaning of Section 3 of the Money Laundering Act.

15.5 The Client shall conduct its business in an ethical and socially responsible manner and with integrity and work towards sustainable economic success. The client will not permit or tolerate any form of discrimination based on race, caste, national origin, religion, disability, gender, sexual orientation, trade union membership, political affiliation or age. The client will work to ensure that its employees treat every person with respect, regardless of their origin, worldview or lifestyle, and respect the sanctity and protection of the dignity of every individual.

15.6 The Client is obliged to ensure the implementation and monitoring of the aforementioned compliance and ethics obligations by means of an internal social responsibility strategy and a corresponding internal procedure. An internal reporting system for violations of these compliance and ethics obligations shall be established. Employees who make reports shall not be disciplined or disadvantaged for doing so. The client is obliged to actively investigate suspected cases.

15.7 The compliance with the above compliance and ethics obligations may be verified either by KARL MAYER itself or by an independent auditor appointed by KARL MAYER and bound to secrecy vis-à-vis third parties after prior notice during normal business hours.

15.8 In the event of a breach of the aforementioned obligations of this Clause 15, KARL MAYER is entitled to terminate any framework agreements subject to these GTC with immediate effect by way of notice of termination and/or to withdraw from existing individual agreements without being liable to pay damages to the Customer. Unless it is a serious breach, this right presupposes that KARL MAYER has first given the Customer the opportunity to remedy the situation within a reasonable period of time and that the Customer has not complied with this or has repeatedly breached the principles set out here. KARL MAYER's claims for damages remain unaffected.

## **16. Export control**

16.1 The conclusion and performance of the contracts subject to these GTC are subject to admissibility under export control law in accordance with applicable German and EU law; this also applies with regard to applicable US and other national law, insofar as this does not conflict with German or European legal provisions.

16.2 The customer is obliged to observe export and/or import conditions and restrictions. He shall also provide us with all relevant information. Otherwise he shall indemnify us against all consequences. If the customer becomes aware of circumstances that hinder the import of the goods, he shall inform us thereof without delay. If the procurement of necessary export documents is uncertain, we are entitled to withdraw from the affected contract subject to these GTC.

16.3 If KARL MAYER owes the delivery to a destination outside the European Union, in deviation from clause 17.3, and if KARL MAYER has doubts regarding the applicability of export control restrictions, it can obtain legally binding information from the competent authorities in order to dispel these doubts and is entitled to postpone the delivery date accordingly until the information has been provided. If the contract subject to these GTC cannot be fulfilled due to applicable restrictions under export control law, in particular due to non-issuance of

the required licences by the competent authorities, either party may withdraw from the contract in whole or in part in accordance with § 16.4 by written declaration to the other party without notice. KARL MAYER can also withdraw from the contract in whole or in part without notice by written declaration to the Customer if the Customer does not provide the necessary information and documents within six weeks of being requested to do so by KARL MAYER.

- 16.4 In the event of withdrawal, KARL MAYER is entitled to reimbursement of costs for work already carried out up to that point.
- 16.5 KARL MAYER is entitled but not obliged to take legal or extra-legal action against negative decisions of the competent authorities or, in the event of an unreasonably long duration of the official procedure, to seek legal protection from the courts.
- 16.6 Claims against KARL MAYER for compensation for damages resulting from delayed delivery or non-performance due to export control restrictions or the clarification of doubts in this respect are excluded, unless the delay or impossibility is due to intentional or grossly negligent behaviour on the part of KARL MAYER.

**17. Transfer; choice of law; place of performance; arbitration and jurisdiction agreement; severability clause**

- 17.1 Transfers of rights and obligations of the customer arising from the transaction require our written consent to be effective. This shall not apply insofar as money claims in commercial transactions are concerned.
- 17.2 These GTC, the contractual relationship between us and the customer, as well as each individual performance under these GTC shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.

17.3 Our registered office as shown in the commercial register is the exclusive place of performance for all delivery and payment obligations, unless otherwise agreed.

17.4 If the customer has its registered office within the European Economic Area or Switzerland and if the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contract shall be Frankfurt am Main. This place of jurisdiction shall apply exclusively for the Customer. Alternatively, KARL MAYER is entitled to bring an action against the Customer at the Customer's general place of jurisdiction.

17.5 If the Customer is domiciled outside the European Economic Area and Switzerland, it is agreed that all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Rules in the case of a value in dispute exceeding EUR 400,000 and by one arbitrator appointed in accordance with these Rules in the case of a value in dispute of up to EUR 400,000. The place of arbitration shall be Frankfurt am Main. The language of the arbitration shall be English. The law applicable to the matter shall be the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

17.6 If one or more of the above provisions should be or become invalid in whole or in part, this shall not affect the validity of the other provisions, which shall remain agreed. The ineffective provision shall rather be replaced by an effective one which most closely corresponds to the intended economic purpose. The same shall apply if a loophole in need of supplementation arises during the performance of the contract.