

Standard Terms and Conditions of Sale and Delivery

(issue date: December 2021)

Recitals

(1) All sales and deliveries of goods, accessories and spare parts (hereinafter referred to as "**Goods**") to commercial clients, public bodies and public trusts (hereinafter referred to as "**Purchasers**") by DEOS AG, a company with its registered offices at Birkenallee 76 in 48432 Rheine, Germany, represented by its Board of Management and entered in the Register of Companies kept by Steinfurt Local Court under registration number HRB7831, phone: +49 5971 / 91133-0, email: info@deos-ag.com, website: www.deos-ag.com /de/ (hereinafter referred to as "**the Seller**"), the Seller and the Purchaser individually also referred to as "**Party**" and together referred to as "**Parties**", shall be governed solely by these Standard Terms and Conditions of Sale and Delivery (hereinafter referred to as "**Standard Terms and Conditions**")

(2) These Standard Terms at Conditions shall also apply to all future transactions between the Seller and the Purchaser.

(3) in addition to these Standard Terms and Conditions, other agreements and directives of the Seller shall apply, including without limitation the Seller's Data Protection Directive and End User Licence Agreement.

1 Offer and Conclusion of Contract

1.1 All offers made by the Seller shall be non-binding. This shall also apply in the event that the Seller makes available to the Purchaser catalogues, technical documentation (including without limitation drawings, plans, calculations and references to DIN standards) or other product descriptions or documents, whether in electronic form or otherwise. The Seller shall retain title and copyright to all such documents submitted to the Purchaser.

1.2 Any order for Goods issued by the Purchaser to the Seller shall be deemed to be a binding offer to conclude a contract. Unless otherwise stated in any such order, the Seller shall be entitled to accept such binding offer within 30 days of the receipt thereof. Such acceptance shall be issued either in writing or in text form as an order confirmation.

1.3 The Seller shall retain title and copyright to all illustrations, drawings, calculations and other documents including without limitation any written documents designated as "confidential". The Purchaser shall not divulge any such illustrations, drawings, calculations and other documents to any third party without the express prior written permission of the Seller.

2 Prices and Terms of Payment

2.1 The Purchaser shall pay to the Seller the remuneration stated in the order confirmation issued by the Seller. The Purchaser shall pay additional remuneration to the Seller for any services performed by the Seller going beyond the scope of services defined in the order confirmation issued by the Seller.

2.2 All prices stated by the Seller are net prices and the Purchaser shall pay value added tax at the applicable rate in addition to said prices.

2.3 Except as otherwise expressly agreed between the Parties, all prices stated by the Seller shall be for ex-works delivery not including packaging or insurance. Unless otherwise expressly agreed between the Parties, carriage, packaging and insurance expenses as well as taxes and duties shall be borne by the Purchaser.

2.4 The Purchaser shall not deduct any discount from amounts payable to the Seller except in accordance with a written agreement between the Parties.

2.5 Unless otherwise stated in the order confirmation issued by the Seller, the net price (without deductions) payable to the Seller shall be due and payable within 14 days of the date of the invoice issued by the Seller.

2.6 The Purchaser shall not set off any counterclaim from any amounts payable to the Seller except in the case of counterclaims which are the subject of an enforceable judgement or are undisputed or have been accepted by the Seller.

3 Retention of Title

3.1 The Seller shall retain title to all Goods supplied to the Purchaser until the Purchaser has satisfied all claims of the Seller against the Purchaser in connection with their business relationship, including without limitation any conditional claims. The Seller shall be entitled to assign its claims to payment by the Purchaser to third parties.

3.2 The Purchaser shall not pledge Goods to which the Seller retains title to third parties by way of security or assign such Goods to third parties by way of security prior to the payment of all outstanding amounts for which such retention of title provides security. The Purchaser shall notify the Seller promptly in writing in the event that an application for the opening of insolvency proceedings is made against the Purchaser or any third party seizes or attaches the Goods to which the Seller retains title.

3.3 In the event of a breach of contract by the Purchaser, including without limitation the failure of the Purchaser to pay to the Seller the purchase price due and payable to the Seller, the Seller shall be entitled to rescind the contract for the Goods concerned and/or to require the Purchaser to return to the Seller the Goods to which the Seller retains title. Any request by the Seller to return the Goods to which the Seller retains title shall not be deemed to constitute rescission of the contract for such Goods; the Seller shall be entitled to request the Purchaser to return Goods and to reserve the right to rescind the contract. In the event that the Purchaser fails to pay the purchase price for Goods to which the Seller retains title, the Seller shall not be entitled to rescind the contract for the sale of such Goods or to request the return of

such Goods unless the Purchaser has failed to make such payment within a reasonable grace period granted by the Seller for such payment or the granting of such grace period is not required in accordance with the applicable statutory provisions.

3.4 The Seller shall handle Goods to which the Purchaser retains title with due care. The Purchaser shall at its own expense obtain adequate insurance for such Goods against fire, water damage and theft, with the amount insured corresponding to the new value of such Goods. The Purchaser shall carry out any inspection and maintenance work which may be required on Goods to which the Seller retains title in good time at its own cost.

3.5 Until and unless such right is revoked by the Seller in accordance with Section 3.5.3 below, the Purchaser shall be entitled, in the course of its ordinary business activities, to resell Goods to which the Seller retains title at its standard conditions and/or to process such Goods, provided however that the Purchaser shall retain title to such goods as towards the buyer thereof. For the purpose of this Section 3, the use of the Goods to which the Seller retains title for the performance of a contract for work and services shall also be deemed to constitute the resale of such Goods. In any such case, the provisions stated in Sections 3.5.1 to 3.5.5 hereinbelow shall also apply.

3.5.1 The Seller shall also retain title to the products created by the processing, mixing or combination of Goods to which the Seller retains title corresponding to the full value of such products and the Seller shall be deemed to be the manufacturer of such products. In the event that Goods to which the Seller retains title are mixed, processed or combined with goods to which third parties retain title, the Seller shall acquire a share in the title to or expectant rights to such products corresponding to its pro rata share in the value of the goods processed, mixed or combined calculated on the basis of the amounts invoiced for such goods. The Purchaser shall store products created by processing, mixing or combining Goods to which the Seller retains title free of charge to the Seller. Except as otherwise provided for herein, products created by the processing, mixing or combining of Goods to which the Seller retains title shall be subject to the same conditions concerning retention of title as Goods to which the Seller retains title.

3.5.2 The Purchaser hereby already assigns to the Seller its claim to amounts payable by third parties arising out of the resale of Goods to which the Seller retains title or products created by the processing, mixing or combination of such Goods in the full amount payable for such products or Goods or the amount of the share of the Seller in title to such products in accordance with Section 3.5.1 above, as the case may be. The Seller hereby accepts such assignment. The obligations of the Purchaser stated in Section 3.2 above shall also apply to claims to payment assigned by the Purchaser.

3.5.3 The Purchaser shall remain entitled, together with the Seller, to collect amounts payable in respect of Goods to which the Seller retains title and products created by the processing, mixing or combination of such Goods. The Seller hereby undertakes not to collect any such amounts payable provided that the Purchaser meets its payment obligations as towards the Seller, the performance capabilities of the Purchaser are not impaired and the Seller has not asserted its rights in connection with retention of title in accordance with Section 3.3 above. In the event that the Purchaser fails to meet payment obligations as towards the Seller, the performance capabilities of the Purchaser are impaired or the Seller assert its rights in connection with retention of title in accordance with Section 3.3 above, the Seller shall be entitled to require the Purchaser to notify the Seller of the amounts payable which have been assigned, the debtors concerned and all such information required for the collection of such amounts, to hand over to the Seller the documents concerning such amounts outstanding and to notify the debtors concerned that the claim to the amounts outstanding has been assigned to the Seller. In any such case, the Seller shall also be entitled to revoke the right of the Purchaser to process and resell Goods to which the Seller retains title.

3.5.4 in the event that the value of securities provided by the Purchaser exceeds amounts payable to the Seller by more than 20%, the Seller shall waive securities selected at the discretion of the Seller upon request by the Purchaser.

3.5.5 The Purchaser shall not be entitled to dispose of Goods to which the Seller retains title except as provided for in these Standard Terms and Conditions.

4 Delivery Periods and Delay

4.1 Any dates and periods stated by the Seller for the delivery of Goods or the performance of services shall only be deemed to be approximate indications except where a fixed date or deadline has been expressly agreed by the Seller. The delivery period shall begin on the date when the Seller issues the confirmation of order for the Goods concerned or the date on which all technical questions have been clarified and all documents, approvals and permissions to be given by the Purchaser have been received, whichever date may be the later. If these requirements are not met in good time, the delivery period concerned shall be extended by the period required for compliance with such requirements, provided however that this shall not apply in the event that the Seller is responsible for the delay in meeting such requirements.

4.2 The Seller shall be deemed to have complied with a delivery period if the Goods concerned have left the plant or warehouse of the Seller or the Seller has notified the Purchaser that the Goods are ready for shipment by the expiry of the delivery period. This shall not apply in the event that the contract provides for the delivery of Goods at the expense of the Seller, in which case the Seller shall deliver the Goods to the

- agreed destination within the agreed delivery period.
- 4.3 The Purchaser shall accept partial deliveries in the event that the Purchaser can reasonably be expected to accept partial deliveries.
- 4.4 In the event that the Seller fails to comply with a delivery period for reasons beyond the control of the Seller (non-availability of the Goods), the agreed delivery period shall be extended. For the purpose of this provision, the non-availability of the Goods shall be deemed to include, without limitation, the failure of the Seller's suppliers to supply the Goods concerned to the Seller in good time, provided that (i) the Seller has concluded a transaction congruent with the order of the Purchaser to purchase the Goods required from its supplier and (ii) neither the Seller nor its supplier is responsible for the non-availability of the Goods or the Seller is not obligated to purchase the Goods in the specific case, as well as war, terrorist attack, import or export restrictions, the shut-down of plants by the authorities (without limitation as a result of Covid-19), the interruption of business, including without limitation as a result of Covid-19, or industrial disputes, including without limitation such disputes concerning suppliers of the Seller. The Seller shall promptly notify the Purchaser of any extension of the agreed delivery period in accordance with this Section 4.4 and shall also notify the Purchaser of the probable new delivery period. The Purchaser shall be obligated, upon request by the Seller, to state within a reasonable period whether it wishes to rescind the contract by reason of the delay in the delivery of the Goods or still wishes the Goods to be delivered. If the Goods are not available within the new delivery period, the Seller shall be entitled to rescind the contract in whole or in part and shall promptly repay to the Purchaser any consideration already received from the Purchaser for the Goods.
- 4.5 The occurrence of delay in delivery by the Seller shall be determined in accordance with the applicable statutory provisions, provided however that it shall always be necessary for the Purchaser to issue a reminder to the Seller.
- 4.6 Nothing contained herein shall affect the rights of the Purchaser in accordance with Section 8 below as regards further claims for damages or the statutory rights of the Purchaser including without limitation the rights of the Purchaser in the event of an exclusion of the Seller's performance obligations (for example as a result of the impossibility or unreasonableness of performance and/or subsequent performance).
- 5 Delivery, Transfer of Risks, Delay in Acceptance**
- 5.1 Goods shall be delivered at the Seller's warehouse, which shall also be the place of performance for delivery and any subsequent performance. Goods shall be dispatched and shipped at the risk of the Purchaser. The risks associated with the Goods shall be transferred to the Purchaser when the consignment is handed over to the person responsible for shipment. Goods may also be shipped to another destination at the request and expense of the Purchaser. Unless otherwise agreed between the Parties, the Seller shall be entitled to determine
- 5.2 the type of shipment (including without limitation the carrier, shipping route and packaging) of the Goods itself.
- 5.2 The risk of the loss or deterioration of the Goods shall be transferred to the Purchaser when the goods are handed over to the Purchaser at the latest. Where Goods are shipped to another destination at the request of the Purchaser, the risk of loss or deterioration of the Goods or delay in the delivery of the Goods shall be transferred to the Purchaser upon the handing over of the Goods to the forwarder, carrier or other person or body responsible for shipment. Goods shall also be deemed to have been handed over to the Purchaser in the event of delay in taking delivery of the Goods by the Purchaser. In the event that the dispatch of Goods is delayed for reasons for which the Purchaser is responsible, the risk of the loss or deterioration of the Goods shall be transferred to the Purchaser upon notification of the Purchaser that the Goods are ready for dispatch.
- 5.3 In the event of delay by the Purchaser in taking delivery of the Goods, failure by the Purchaser to perform any of its obligations to assist the Seller or delay in the delivery of the Goods for reasons for which the Purchaser is responsible, the risk of loss or deterioration of the Goods shall be transferred to the Purchaser. In any such case, the Seller shall be entitled to claim from the Purchaser compensation for the loss or damage incurred by the Seller by reason of such delay including any additional expenses (including without limitation storage expenses) incurred by the Seller. In any such case, the Parties hereby agree that the Purchaser shall pay to the Seller liquidated damages in the amount of EUR 100 per calendar day of delay starting from the end of the delivery period or in the event that no delivery period has been agreed, notification by the Seller that the Goods are ready for dispatch. Nothing contained herein shall affect the right of the Seller to claim additional damages or its statutory remedies (including without limitation compensation for additional expenses, reasonable damages, termination of the contract), provided however that liquidated damages paid by the Purchaser shall be set off against such damages. The Purchaser shall be entitled to prove that the Seller has not suffered any loss or damage or has suffered loss or damage significantly lower than the liquidated damages provided for hereinabove.
- 5.4 Where the Seller is under an obligation to assemble or install Goods under any contract, the risks associated with the Goods shall be transferred to the Purchaser upon the completion of the installation or assembly of the Goods or, where explicitly agreed in writing between the Parties, following the successful completion of test operation of the Goods. In the event that the commencement or performance of assembly or installation or test operation is delayed for reasons for which the Purchaser is responsible, or taking delivery by the Purchaser is delayed by reason of such circumstances, the risks associated with the Goods shall be transferred to the Purchaser upon the occurrence of such delay.

5.5 The Purchaser shall not be entitled to refuse to take delivery of Goods by reason of defects which are not material.

6 Assembly and Installation

6.1 Where it has been agreed between the Parties that Goods are to be assembled and installed by the Seller, the Purchaser shall, at its own expense, provide support to the assembly and installation personnel of the Seller and shall provide such suitable assembly and installation assistants as may be required by the Seller, provided however that the Seller shall assume no liability for such assistants. Energy required for the assembly and installation of Goods including the connections required therefor, shall be provided by the Purchaser at its own expense.

6.2 The Purchaser shall be responsible for the protection of persons and property at the site of the assembly or installation of Goods.

6.3 The Purchaser shall ensure appropriate working conditions and safety at the site of the assembly or installation of Goods. The Purchaser shall inform the assembly manager of the Seller of the safety regulations and local conditions to be observed on site.

6.4 The Purchaser shall ensure that assembly work may commence promptly upon the arrival of the Seller's assembly personnel on site and may be performed without hindrance. The Purchaser shall bear any loss or damage arising out of any delays for which the Purchaser is responsible and shall reimburse to the Seller any additional expenses incurred by the Seller by reason of such delay.

6.5 In the event that the assembly or installation of Goods is delayed by circumstances for which the Seller is not responsible, the installation period shall be extended by a reasonable period and the Purchaser shall not be entitled to make any claims against the Seller in respect of such extension. The Seller shall not bear any loss or damage resulting from any delay unless the Seller has given rise to such delay by wilful act or omission or gross negligence.

6.6 Assembly and installation services shall be accepted by the Purchaser promptly upon the completion thereof. If such acceptance is delayed for reasons for which the Seller is not responsible, such acceptance shall be deemed to have taken place following the expiry of two working days after notification of the completion of assembly and installation services. In the event that, in exceptional cases, assembly or installation services including subsequent acceptance have been agreed between the Parties, the risks associated with the Goods shall be transferred to the Purchaser upon the acceptance thereof in deviation from Section 5.2 above.

7 Claims Based on Defects

7.1 Except as otherwise provided hereinafter, the rights of the Purchaser in connection with defects in the Goods and title to the Goods (including without limitation incorrect delivery, shortfall

in quantity delivered, defects in assembly or assembly instructions), shall be governed by the applicable statutory provisions.

7.2 The liability of the Seller for defects in the Goods shall generally be governed by the agreement between the Parties concerning the characteristics of the Goods. Agreements concerning the characteristics of the Goods shall be deemed to include all product descriptions and information provided by the manufacturer which are the object of individual contracts or were published by the Seller (including, without limitation, in catalogues or on its homepage) at the time when the contract was concluded. Any agreements concerning the characteristics of the Goods and any expressly agreed purpose of the Goods shall not give rise to any guarantee. The Seller shall not be deemed to have given any guarantees except for such as are expressly agreed in writing by the Seller.

7.3 To the extent that the characteristics of the Goods were not agreed between the Parties, the question as to whether any defect in the Goods exists shall be determined in accordance with the applicable statutory provisions (Section 434 (1), Sentence 2 and Sentence 3 BGB (German Civil Code)). The Seller shall assume no liability whatsoever for any public statements of the manufacturer or other third parties (such as statements made in advertising) unless the Purchaser has notified the Seller that such statements were a decisive factor in its decision to purchase the Goods.

7.4 The Seller shall be under no liability whatsoever with respect to defects in the Goods of which the Purchaser was aware at the time of conclusion of the contract or failed to be aware by reason of gross negligence (Section 442 BGB (German Civil Code)). The Purchaser shall also have no claims against the Seller in respect of defects unless it has complied with its statutory inspection and complaint obligations (sections 377, 381 HGB (German Commercial Code)). In the event that defects in the Goods are identified upon delivery, or inspection or at any later time, the Purchaser shall promptly notify the Seller thereof. The Purchaser shall notify the Seller in writing of any evident defects in the Goods within three days of the delivery thereof and of any defects which could not be detected by inspection within three days from the identification thereof. In accordance with the applicable statutory provisions, the Seller shall not be liable for any defects in the Goods which have not been notified properly or in good time in the event that the Purchaser does not comply with its inspection and/or complaint obligations properly or in good time.

7.5 In the event of defects in the Goods, the Seller shall, at the option of the Seller, decide whether to execute subsequent performance by remedying the defect (repair) or by delivering Goods which are free from defects (replacement delivery). Nothing contained herein shall affect the right of the Seller to refuse subsequent performance under the conditions provided for by law.

7.6 The Purchaser shall grant the Seller the time and opportunity required for any subsequent performance to which the Seller may be obligated. Subsequent performance shall not include the dismantling of the defective Goods or

- the installation of Goods without defects except where the Seller was originally under an obligation to install the Goods.
- 7.7 The Seller shall bear or reimburse to the Purchaser the cost incurred in connection with inspection and subsequent performance, including without limitation shipment, travel, labour and material expenses and, if applicable dismantling and installation expenses, in accordance with the applicable statutory provisions in the event that the Goods are found to be defective. If the Goods are not found to be defective, the Seller shall be entitled to require the Purchaser to reimburse the costs incurred by the Purchaser in connection with the unjustified complaint raised by the Purchaser, except where the Purchaser cannot reasonably be expected to have determined that the Goods were free from defects.
- 7.8 In urgent cases, including without limitation hazards to operational safety or the avoidance of unreasonable loss or damage, the Purchaser shall be entitled to remedy a defect in the Goods itself and to claim reimbursement from the Seller of the costs objectively determined to be required for such remedial action. The Purchaser shall promptly notify the Seller, where possible prior to such remedial action, of any such remedial action. The Purchaser shall not be entitled to carry out such remedial action itself in any cases where the Seller is entitled to refuse subsequent performance in accordance with the applicable statutory provisions.
- 7.9 In the event that subsequent performance is unsuccessful or the Seller fails to effect subsequent performance within a reasonable period of time set by the Purchaser for subsequent performance or the Purchaser is not required by the applicable statutory provisions to set such reasonable period of time, the Purchaser shall be entitled to rescind the contract or to abate the price payable for the Goods. The Purchaser shall not be entitled to rescind the contract in the event of defects in the Goods which are not material.
- 7.10 The Seller shall not be obligated to bear additional expenses incurred as a result of the transfer of the Goods to a place other than the original point of delivery, except in cases where the Seller was aware that the transfer of the Goods to such place was in accordance with the intended purpose of the Goods.
- 7.11 in the event of defects in Goods, claims of the Purchaser to damages or the reimbursement of expenses incurred to no avail shall be subject to Section 8 below and, except as provided for in Section 8 below, shall be excluded.
- 8 Other Claims for Damages and Limitation of Liability**
- 8.1 Except as provided for by these Standard Terms and Conditions, including the provisions stated hereinbelow, the liability of the Seller in the event of a breach of its obligations created by contract or otherwise shall be governed by the applicable statutory provisions.
- 8.2 The fault-based liability of the Seller founded upon whatsoever legal grounds shall be limited to loss or damage caused by the wilful act or omission or gross negligence of the Seller. In the event of ordinary negligence of the Seller, the liability of the Seller shall, subject to the applicable statutory limitations of liability (including without limitation *diligentia quam in suis rebus*, insignificant breach of obligations) be limited to
- 8.2.1 loss or damage resulting from death, personal injury and damage to health,
- 8.2.2 loss or damage resulting from a breach of a material contract obligation (an obligation, the performance of which makes the proper performance of the contract possible and on the performance of which the Seller may ordinarily rely and relies); in any such case, the liability of the Seller shall be limited to compensation for typical, foreseeable loss or damage).
- 8.3 The limitations of liability stated in Section 8.2 above shall also apply as towards third parties and in the event of breaches of obligations by persons for whose wilful acts or negligence the Seller is responsible in accordance with the applicable statutory provisions; in any such case, said limitations of liability shall also apply for the benefit of such persons. Said limitations of liability shall not apply in the event that the Seller wilfully conceals a defect in the Goods, has given a guarantee as to the characteristics of the Goods or to claims of the Purchaser under the *Produkthaftungsgesetz* (German Product Liability Act).
- 8.4 in the event of a breach of its obligations by the Seller which does not constitute a defect in the Goods, the Purchaser shall not be entitled to rescind or terminate the contract unless the Seller is responsible for such breach. Any unrestricted right of termination by the Seller shall be excluded. Except as provided for herein, the applicable statutory provisions and remedies shall apply.
- 9 Forfeiture**
- 9.1 In deviation from Section 438 (1), no. 3 BGB (German Civil Code), any claims of the Seller arising out of defects in the Goods or defects in title to the Goods shall be forfeited unless made within one year from the delivery of the Goods or, in the event that the Parties have agreed that the acceptance of the Goods shall be effected, from the acceptance of the Goods.
- 9.2 In the case of Goods which are a building or objects that are to be used for a building in accordance with their normal purpose and have caused a defect in such building (construction materials), the forfeiture period shall be five years from delivery in accordance with the applicable statutory provisions (Section 438 (1), no. 2 BGB (German Civil Code)). Nothing contained herein shall affect further special statutory provisions concerning forfeiture (including without limitation Section 438 (1), no. 1, Section 71 (3), 444 and 445 (2) BGB (German Civil Code).
- 9.3 The forfeiture provisions stated hereinabove shall also apply to any claims for damages by the Purchaser created by contract or otherwise arising out of a defect in the Goods, except where the applicable statutory provisions (Sections 195, 199 BGB) would lead to a shorter forfeiture period in the individual case concerned. The forfeiture periods for claims for damages by

- the Purchaser in accordance with Sections 8.2, sentence 1 and 8.2.1 above and under the *Produkthaftungsgesetz* (German Product Liability Act) shall be governed solely by the applicable statutory provisions.
- 10 Intellectual Property Rights, Copyrights of Third Parties**
- 10.1 In the event that any third party makes claims against the Purchaser by reason of the infringement of any intellectual property right or copyright arising through the use of the Goods as provided for in the contract, the Seller hereby undertakes, provided that the conditions stated hereinbelow are met, to secure for the Seller the right to continue to use the Goods. This shall only apply in the event that the Purchaser promptly notifies the Seller in writing of any claims by third parties and that the Seller shall remain entitled to effect any and all defence procedures and out-of court measures with respect to such claims. In the event that the continued use of the Goods by the Seller is not feasible at reasonable economic conditions under these conditions, the Seller shall, at the option of the Seller, either modify or replace the Goods in order to remedy any such defect in title or take back the Goods and reimburse to the Purchaser the price paid by the Purchaser for the Goods less a reasonable deduction to account for the age of the Goods.
- 10.2 The Purchaser shall have no further claims in connection with infringements of intellectual property rights or copyrights except where the Seller has infringed material obligations under the contract or infringed other obligations under the contract by wilful act or omission or gross negligence. The Seller shall be under no obligations under Section 10.1 above in the event that infringements of intellectual property rights or copyrights arise as a result of the use of the Goods other than as provided for in the contract or together with goods other than the Goods of the Seller.
- 11 General Conditions, Venue for Disputes**
- 11.1 These Standard Terms and Conditions shall apply to all sales transactions of the Seller including without limitation transactions with Purchasers who also use standard terms and conditions and whose standard terms and conditions contain provisions in deviation from these Standard Terms and Conditions. These Standard Terms and Conditions shall also apply in the event that the Seller is aware of standard terms and conditions of the Purchaser in deviation from these Standard Terms and Conditions and performs the contract without stating any reservations. Any deviations from these Standard Terms and Conditions shall not apply unless they have been expressly agreed in writing by the Seller.
- 11.2 These Standard Terms and Conditions shall be governed by and construed and interpreted solely in accordance with German law with the exception of the UN Conventions on the International Sale of Goods.
- 11.3 The venue for any disputes between the Parties arising out of or in connection with these Standard Terms and Conditions shall be the place where the Seller has its registered offices, Rheine.
- 11.4 The Parties shall not be entitled to assign, pledge or otherwise create charges over any claims or other rights under the contract.
- 11.5 Any amendments or additions to or waivers of these Standard Terms and Conditions, including any amendments to this Section 11 shall be invalid unless made in writing (as defined in Section 126 BGB (German Civil Code)) or in such other form as is required by compulsory provisions of the applicable law.
- 11.6 Should any of the provisions of these Standard Terms and Conditions be or become ineffective or inoperable, whether in whole or in part, the other provisions of these Standard Terms and Conditions shall remain in full force and effect. The same shall apply in the event that any matter is not provided for in these Standard Terms and Conditions. Any such effective or inoperable provision shall be replaced by and any such matter not provided for shall be provided for by a reasonable provision having as near as reasonably possible the effect intended by such provision or which would have been intended by the Parties if they had considered the matter not provided for upon the conclusion of the contract concerned or upon the later inclusion of such provision. This shall also apply in the event that the ineffectiveness of a provision concerns the scope of services to be performed or the date or period for services to be performed. In any such case, the provision concerned shall be replaced by an effective provision having as near as reasonably possible the effect intended by the Parties with respect to the scope of services or the date or deadline for performance. It is the express intention of the Parties that this severability clause shall not merely reverse the burden of proof but shall waive Section 139 BGB (German Civil Code) in its entirety.