GENERAL CONDITIONS OF SALE
Version 09/2026

I. Application / Conclusion of Contracts

1. These General Conditions of Sale (Conditions) shall apply to all present and future contracts with entrepreneurs, legal entities under public law and special funds under public law in the meaning of sec. 310 para. 1 BGB (German Civil Code) with regard to deliveries and other services rendered, including contracts for work and services and contracts for the delivery of fungible and non-fungible goods to be manufactured or produced. The Buyer's purchase conditions shall not be binding even if we do not expressly object to them again after their receipt. The same applies if we conclude contracts on electronic platforms and the conclusion of the contract is technically only possible if we declare our agreement with the Buyer's terms and conditions.

2. Our offers are subject to change and non-binding. Orders placed by the Buyer shall only be binding on us if confirmed by us in text form. The same shall apply to any amendments to orders. However, we shall be entitled to accept an order by executing it without prior confirmation. Acceptance may take place within a reasonable period after receipt of the order.

3. Oral agreements, promises, assurances, guarantees and statements about the intended use or application made by our employees in connection with the conclusion of the contract are non-binding and only become binding upon our confirmation in text form.

4. Commercial terms such as „EXW", „FOB" and „CIF" shall be interpreted in accordance with the INCOTERMS as amended from time to time.

II. Prices and Packaging

1. Our prices are ex our warehouse, excluding packaging, unless something else is agreed upon. Unless otherwise agreed, the freight, handling charges and statutory VAT will be added. Subsequently agreed changes to the order entitle us to charge the additional costs incurred as a result.

2. If the items are to be delivered packaged, we will charge the packaging at cost price.

3. We will take back the packaging delivered according to statutory provisions if it is returned to us by the Buyer, sorted by type, free of contamination and in a reasonable condition, within a reasonable period of time. We will not assume the costs incurred by the Buyer for returning, or disposing of, the packaging.

4. The Buyer is obliged to dispose of the packaging supplied by us in the correct manner or to return it via the designated return schemes, unless they make use of our take-back service as set out in Clause II.3. The Buyer shall indemnify us against all third-party claims, fines and costs arising from the Buyer's deliberate or negligent failure to fulfil its obligations to dispose of the packaging in the correct manner and, as the case may be, further obligations under Regulation (EU) 2025/40 and the Packaging Act Implementation Act (VerpackDG).

5. Upon request, the Buyer must immediately provide us with all information regarding the type, quantity, use and whereabouts of the packaging that we need to fulfil our obligations under Regulation (EU) 2025/40 and the Packaging Act Implementation Act (VerpackDG). The Buyer shall be liable, to the extent provided for by law, for all damages and reasonable expenses incurred by the seller as a result of culpably incorrect, incomplete or late information, or as a result of a breach of statutory packaging obligations for which the Buyer is responsible.

III. Payment and Set-Off

1. Payment shall be made immediately without cash discounts so that we can dispose of the sum on the due date. The Buyer shall bear any payment transfer costs. Unless otherwise agreed, our invoices are due 14 days from date of invoice. The payment must take place so that the amount invoiced is available to us at the latest on the due date. The Buyer will be in default at the latest 10 days after payment is due and receipt of the invoice, without the need for a reminder.

2. Cash discount periods granted shall begin with the invoice date. Any cash discount agreed to always applies to the value of the invoice excluding freight and has a prerequisite that all amounts due by the Buyer have been paid at the time of the discount.

3. Invoices for amounts under EUR 50.00 as well as for assembly, repairs, forms and tooling costs are due immediately without deductions.

4. The Buyer may only set off claims that are undisputed or have been established by a final and binding judgement. This does not apply to counterclaims arising from the same contractual relationship, provided that these are ready for a decision. The Buyer may only assert a right of retention on the basis of counterclaims arising from the same contractual relationship. The statutory right to refuse performance under Section 320 of the German Civil Code (BGB) remains unaffected.

5. When payment is not on time, at the latest by default, we are authorized to invoice interest at the level of the appropriate bank rate for overdraft credits, at a minimum, however, at the statutory default interest. Additionally, we charge a default allowance of EUR 40.00. A claim for further damages due to this delay remains reserved.

6. Should it become evident after the conclusion of the contract, that payment is jeopardised by the Buyer's lack of financial means, or should the Buyer be in default with a considerable portion of the amount due or should other circumstances arise which show a material deterioration in the Buyer's financial position we are entitled to the rights of § 321 BGB (German Civil Code) and to refrain from any further performance and to demand advance payment of the purchase price. This also applies insofar as our obligation to perform is not yet due. We shall then also be entitled to refuse to provide any agreed services in advance, to demand advance payment of the purchase price, and to declare all claims arising from the ongoing business relationship with the Buyer that are not yet due to be payable immediately. A lack of ability to pay on the part of the Buyer is also deemed to exist if the Buyer is at least three weeks in arrears with a substantial amount (from 10 % due), furthermore the substantial downgrading of the limit existing for him with our trade credit insurance.

IV. Delivery Deadlines

1. Delivery deadlines and dates are considered to have been met when the goods have left our plant by the time due. If and in so far the goods fail to be despatched at the agreed time for reasons not attributable to us, the agreed delivery time shall be considered to have been met on the day on which the goods are notified to be ready for dispatch. Delivery deadlines and dates are subject to the timely clarification of any details of the order as well as of the fulfilment of any of the Buyer's obligations, e.g. to produce official certifications, to provide letters of credit and payment guarantees, to pay agreed instalments or to return approved drawings.

2. Our commitment to deliver is subject to our correct, timely and contractual self-delivery and in case of imported material additionally under provisions of receipt of monitoring documents and import licenses, unless we are responsible for the incorrect or delayed self-delivery. In particular, we are entitled to withdraw from the contract if we have concluded a proper covering transaction, but are not supplied by our supplier for reasons for which we are not responsible, e.g. if our supplier is insolvent.

3. Force majeure events, in particular wars, natural disasters or political unrest and the associated effects, entitle us to postpone the deliveries for the period of the hold-up and an appropriate start-up time. This also applies if such events occur during a present default. Force majeure is the equivalent of monetary or trade measures or other acts of sovereignty, strikes, lockouts, operational disruptions for which we are not responsible (e.g. fire, floods, machine and roller breakage, shortage of raw materials and lack of energy), pandemics and their effects, obstruction of traffic routes, delays in import/customs clearance, insolvency of our supplier as well as all other circumstances which, through no fault of our own, make deliveries and services significantly more difficult or impossible. In this context, it is irrelevant whether the circumstances occur at our premises, at the supplier's works or at those of another sub-supplier. If, as a result of the aforementioned events, performance becomes unreasonable for one of the contracting parties, it may withdraw from the contract by means of an immediate declaration in text form.

V. Retention of Title

1. All goods delivered by us remain our property (Reserved Property) until all claims arising from our business contacts have been settled, regardless of the origin of the claims and including future or conditional claims (current account reservation). This condition shall apply to any future as well as any conditional claims and such cases where the Buyer will affect payments on specifically designated claims. As soon as the Buyer has settled his accounts with us in full, he shall obtain title to those goods which were delivered to him before such payment was affected. The current account reservation is not applicable in prepayment or delivery vs payment cases. In this case, the goods remain our property until the purchase price for these goods has been paid in full.

2. With regard to processing or manufacturing of the Reserved Property, we shall be deemed to be manufacturer within the meaning of Section 950 BGB (German Civil Code) without committing us in any way. The processed or manufactured goods shall be regarded as Reserved Property within the meaning of clause V/1 of these Conditions. If the Buyer manufactures, combines or mixes the Reserved Property with other goods we shall obtain co-ownership in the new goods in proportion to the invoiced price of the Reserved Property to the invoiced price of the other goods. If, by such combining or mixing, our ownership expires, the Buyer herewith transfers to us any rights which the Buyer will have in the new stock or goods in proportion to the invoiced price of the Reserved Property, and he will keep them in safe custody free of charge. Our co-ownership rights shall be regarded as Reserved Property within the meaning of Section V/1 of these Conditions.

3. The Buyer may resell the reserved property only within the normal course of his business in accordance with his normal business terms and provided he is not in default of payment and provided also that any rights resulting from such resale will be transferred to us according to Sections V/4 to V/6 of these Conditions. The Buyer shall not be entitled to dispose of the Reserved Property in any other way.

4. The claims arising from the resale of the goods subject to retention of title, together with all security interests acquired by the Buyer in respect of such claims, are hereby assigned to us. We hereby accept this assignment. The claims serve as security to the same extent as the goods subject to retention of title. If the goods subject to retention of title are sold by the Buyer together with other goods not sold by us, the claim arising from the resale shall be assigned to us in the proportion of the invoice value of the goods subject to retention of title to the invoice value of the other goods sold. In the event of the sale of goods in which we hold co-ownership shares in accordance with Clause V/2, a portion corresponding to our co-ownership share shall be assigned to us.

5. The Buyer shall be entitled to collect any receivables resulting from the resale of the Reserved Property. This right shall expire if withdrawn by us, at the latest if the Buyer defaults in payment; fails to honour a bill of exchange; or files for bankruptcy. We shall exert our right of revocation only if and in so far as it becomes evident after the conclusion of the contract that payment resulting from this contract or from other contracts is jeopardised by the lack of Buyer's ability to pay. In addition, when Buyer defaults in payment we are entitled, after expiration of an appropriate extension period, to take back the goods delivered and to request that they not be sold or processed. Such repossession shall not constitute a withdrawal from the contract. The Buyer shall – upon our request – immediately inform his customers of such assignment and forward to us any information and documents necessary for collection.

6. The Buyer must inform us immediately about any seizure or other adverse actions on the part of third parties. He shall bear any costs necessary to suspend such seizure or attachment, to sort out or to remove the Reserved Property, if and in so far as such costs are not borne by a third party.

7. Should the total invoiced value of our collateral exceed the amount of the secured receivables including additional claims for interest, costs etc. by more than 50 %, we shall – upon the Buyer's request – release pro tanto collateral at our discretion.

VI. Carrying out Deliveries

1. When the goods are handed over to a forwarding agent or a carrier, at the latest, however, when the goods leave the warehouse or – with direct sales – the supplying plant, the risk is transferred to the Buyer in all cases, even those which are prepaid or free house deliveries. The Buyer must bear the responsibilities and costs of unloading. We shall obtain insurance only at the instruction of and at the cost of the Buyer.

2. We are permitted to make partial deliveries in reasonable amounts. With goods we produce, deliveries are permitted which are up to 10 % more or less than the quantity ordered.

3. With call contracts, we are permitted to produce or have the total quantity produced at one time. Any changes desired cannot be considered after the order has been given unless this has been specifically agreed to. Unless there is a firm agreement, call up times and quantities can only take place according to our supply or manufacturing capabilities. Should the goods not be called according to the contract, after a reasonable additional period of time we are authorized to invoice them as having been delivered. If the individual call-offs exceed the total contractual quantity, we shall be entitled, but not obliged, to deliver the additional quantity. We may invoice the additional quantity at the prices valid at the time of the call-off or delivery.

4. For business with continuous deliveries we must receive release orders and type categories for roughly the same amount per month. If the release orders or type categories are not given on time, we are entitled after the expiry of a fixed period to make the type categories and deliver the goods or to cancel the outstanding part of the contract and demand compensation in lieu of performance. At the end of the contract, Buyer has to accept and pay for the remaining goods on stock. Unless otherwise agreed, call-off orders are to be processed within 365 days of conclusion of the contract. After expiry of this period, we shall be entitled to store the goods not called off at the expense and risk of the Buyer and to charge him for them.

VII. Liability for Defects

1. The internal and external properties of the goods, especially their quality, grade and dimensions, shall be determined primarily in accordance with the agreed quality, in particular in accordance with the standards, data sheets, material sheets or other agreed technical regulations contractually agreed upon. Any reference to standards and to similar guidelines as well as to quality, grade, measure, weight and usage of the goods, any information given in drawings, illustrations and inspection documents as well as any information given in our advertising material shall not be regarded as representations or guarantees, unless we have expressly referred to them in text form. The same shall apply to declarations of conformity and to similar characteristics such as CE and GS signs. In case of an agreement on a particular quality, the Buyer shall bear any risks as to the suitability and usage of the goods.

2. A liability for the usability of the goods for the purpose intended by the Buyer is not assumed, unless the usability desired by the Buyer was expressly confirmed by us in text form as contractual purpose. In particular, no liability shall be assumed for the fact that dispositions of the goods and their use are not or will not be hindered in any way by government regulations (e.g. embargo regulations or export licenses).

3. Insofar as the goods have the agreed quality in accordance with clause VII.1, or are suitable for the use confirmed by us in text form in accordance with clause VII.2, the Buyer may not invoke the fact that the goods are not suitable for normal use or do not have a quality which is usual for goods of this type and which the Buyer has expected.

4. As to the Buyer's obligations to examine the goods and to notify us of any defects, the statutory provisions of the German HGB (Commercial Code) shall apply, subject to the following conditions:

- The Buyer shall examine the goods immediately after delivery with regard to the properties relevant for the use of the goods and shall notify us in text form of any defects of the goods immediately thereafter. The Buyer's obligation to examine the goods exists even in cases where an inspection certificate or any other material certificate is provided.

- Any transport damage can only be taken into account if it is noted on the delivery note. In this respect, the notification obligations of the German Freight Forwarders' Standard Terms and Conditions (ADSp) shall apply. Defects which, even upon most careful inspection, cannot be discovered immediately after delivery must be notified to us in text form immediately after their discovery.

- In case the Buyer intends to install the goods into another object or attach the goods to another object, prior to installation resp. attachment, the Buyer has the obligation to inspect the goods at least at random with regard to properties – including internal properties - relevant for the application in question and to notify us of defects without delay. If the Buyer installs the goods without prior inspection, warranty rights with regard to any defects shall only be considered if these defects would not have become apparent in the course of a random inspection. The same applies if the defects have been fraudulently concealed or if we have assumed a guarantee for the quality of the goods.

5. In case the Buyer discovers defects of the goods when inspecting the goods or thereafter, he shall make the defective goods or samples thereof available to us in order to give us the possibility to convince ourselves of the defect within a reasonable period of time. Otherwise, the Buyer cannot claim that the goods are defective.

6. For prefabrication processes and when the goods are used to manufacture a new item before installation, we shall only be liable for any expenses or damages incurred by the Buyer, in particular for new production or restoration costs, in the event of a culpable breach of duty. This also applies if the goods are still in their original condition after processing by the Buyer.

7. If the claim for defects is justified and has been made in time, we may, upon our discretion, remedy the defect (rectification) or deliver non-defective goods (subsequent delivery). The place of delivery for rectifications and subsequent deliveries shall be our registered office. Should we fail or decline the supplementary performance, the Buyer may resort to his statutory rights. In cases where the defect is only minor, he may only reduce the purchase price.

8. In case the Buyer has installed the goods, in accordance with the goods' type and designated use, into another object or attached the goods to another object, he may claim reimbursement of his necessary costs for the dismantling of the defective goods and the installation or attachment of goods free from defects ("dismantling and installation costs") only in accordance with the following provisions:

- Necessary dismantling and installation costs are only those which directly result from the dismantling resp. removal of the defective goods and the installation resp. attachment of identical goods, have accrued on the basis of competitive market prices and have been proven by the Buyer by appropriate documents in text form.

- Additional costs of the Buyer for consequential damages such as e.g. loss of profit, down time costs or additional costs for cover purchases are no dismantling and installation costs and therefore not recoverable under Sect. 439 para. 3 of the German Civil Code. The same applies for sorting costs and for supplementary costs resulting from the fact that the sold and delivered goods are at a place other than the agreed place of delivery.

- The Buyer is not entitled to request advance payments for dismantling and installation costs or other expenses required for the remedy of the defective delivery.

9. In case, on an individual basis, the costs incurred by the Buyer for the remedy of the defective delivery are disproportionate, namely with regard to the purchase price of the goods being free from defects and under consideration of the importance of the infringement of the contract, we are entitled to refuse the reimbursement of such costs. Disproportionate costs are especially given in case the costs requested by the Buyer, in particular dismantling and installation costs, exceed 150 % of the purchase price of the goods invoiced by us or 200 % of the value of the defective merchandise. If the last contract in the supply chain is a consumer sale, the reimbursement of expenses shall be limited to the appropriate amount.

10. Additional claims, except claims under section VIII.2, and VIII.3 are not acceptable. This applies in particular to claims for

- damages which did not occur to the goods themselves (consequential damages),

- costs of the Buyer related to the self-remedy of defects without the legal requirements being fulfilled and

- dismantling and installation costs, in case due to a transformation undertaken by the Buyer before the installation of the goods into another object or before attachment of the goods to another object, the installed or attached goods provide substantially different features than the original goods delivered by us or have been transformed to new products.

11. An unjustified request to remedy an alleged defect entitles us to claim compensation for damages or costs incurred if the Buyer could have recognized upon careful inspection that the goods were not defective.

VIII. General Limitations of Liability and Statute of Limitations

1. We are liable for breach of contractual and non-contractual duties, especially those due to impossibility, false advice, culpa in contrahendo and tortious acts – also those of our managerial staff and other personnel – only in cases of intent or gross negligence. Our liability shall, in case of gross negligence, be limited to foreseeable losses and damages characteristic for the type of contract in question.

2. The limitations set out in Section VIII.1 shall not apply in the event of a culpable breach of material contractual obligations. In such cases, however, our liability shall likewise be limited to the foreseeable loss or damage typical for this type of contract. Essential contractual obligations include the duty to deliver on time and to ensure that the goods are free from defects which impair their functionality or fitness for purpose to a more than merely insignificant extent; they also include duties of advice, protection and care intended to protect the purchaser or their staff from significant damage.

3. Furthermore, the restrictions in No. VIII.1 shall not apply in cases of strict liability under the Product Liability Act or the Product Liability Directive (EU) 2024/2853, in the event of death, personal injury or damage to health, nor shall they apply if and to the extent that we have fraudulently concealed defects in the goods or guaranteed their absence. Any statutory rules regarding the burden of proof shall remain unaffected by the previously mentioned.

4. Should we default on a delivery of performance, the Buyer shall be entitled to damages due to this delay; in case of slight negligence, however, the claim of the Buyer is restricted to maximum 10 % of the agreed purchase price for the performance in default. The rights of the Buyer for damages instead of performance in accordance with No. VIII.1, VIII.2 and VIII.3 remain unaffected by the previously mentioned.

5. Unless otherwise agreed, the Buyer's claims against us for material defects shall become time-barred one year after delivery of the goods. The same applies to any other contractual claims arising for the Buyer against us as a result of or in connection with the delivery of the goods. Notwithstanding Section 445b (1) of the German Civil Code (BGB), this also applies to any claims arising under Section 445a (1) of the BGB, unless the final contract in the supply chain is a sale of consumer goods. Furthermore, in respect of any claims arising under Section 445a (1) of the German Civil Code (BGB), Section 445b (2) of the BGB shall apply, subject to the proviso that the suspension of the limitation period shall end no later than three years after the date on which we delivered the goods to the Buyer, unless the final contract in the supply chain is a sale of consumer goods. This shall not affect our liability or the limitation period for claims arising from the supply of goods which, in accordance with their normal intended use, have been used in a building and have caused its defectiveness; claims arising from intentional or grossly negligent breaches of duty; claims for damage to life, limb or health caused through fault; cases of mandatory liability under the Product Liability Act or the Product Liability Directive (EU) 2024/2853; and – subject to the provisions of the second and third sentences above – the limitation period for statutory rights of recourse. In these cases, the statutory limitation periods shall apply.

IX. Copyrights

1. We reserve our property and our copyrights in all cost estimates, drafts, drawings and other supporting papers. They may be made available to third parties only after our agreement. Drawings and other supporting documents relating to offers must be returned at our request.

2. Where we have supplied goods in accordance with drawings, models, samples or other documentation provided by the Buyer, the Buyer undertakes to ensure that no third-party intellectual property rights are infringed. If third parties prohibit us, on the grounds of intellectual property rights, from manufacturing and supplying such items in particular, we shall be entitled – without being obliged to examine the legal situation – to cease all further activities in this regard and to claim damages if the Buyer is at fault. The Buyer further undertakes to indemnify us immediately against all related claims by third parties.

X. Test Parts, Forms, Tooling

1. If the Buyer is required to provide parts to complete the order, they must be delivered free of cost to the place of production in the required quantity, or with an additional quantity to cover any scrap, on time, without cost and free of any defects. If this does not occur, any resulting costs and other consequences will be for his account.

2. The costs of producing prototype parts, moulds and tools shall be borne by the Buyer.

3. Our liability for tools, forms and other manufacturing devices provided by the Buyer is limited to the care which we would normally apply in our own affairs. The Buyer takes over the cost for maintenance and repair. Our safekeeping responsibility ends – independently of the ownership rights of the Buyer – at the latest two years after the form or tool was last used in production

XI. Product safety / Export controls / Sanctions / Origin / EUDR / Battery Regulation

1. In case of a delivery of the goods to third countries outside the EU, the Buyer is exclusively responsible for the compliance of the goods with national security regulations and statutory provisions regarding product liability exceeding the corresponding European regulations and provisions. In case we are held liable based on a violation of these national regulations or provisions, the Buyer shall, in case of culpable breach of his obligations and on our first demand, indemnify and hold us harmless from such claims. Furthermore, the Buyer is obliged to reimburse us for any costs and expenses incurred by us as a result of or in connection with the defence against the aforementioned claims, including, but not limited to, the reimbursement of lawyer's and court costs.

2. By conclusion of the contract, or at the latest by accepting the delivery, the Buyer warrants that he shall not conduct any business with the goods delivered by us, which breaches any applicable statutory export regulations and/or any current EU sanctions, and shall especially execute any further deliveries, transfers or exports of the delivered goods solely in compliance with the applicable statutory export control regulations.

3. The Buyer shall be obliged to ensure that no persons, entities or bodies are involved in the execution of the contract or are thereby supported, which are listed on the anti-terror and sanctions lists of the European Union and the United Nations applicable at the time. This shall also apply with respect to any persons, entities or bodies that are listed on the anti-terror and sanctions lists of other governments legally accepted and applicable to the Buyer or the specific transaction (in particular the US Denied Persons List, US Entity List, US Specially Designated Nationals List, US Debarred List).

4. Unless otherwise agreed in writing, any information regarding the origin of the goods (non-preferential or preferential origin) and the country in which the steel or the aluminium used to manufacture the goods is melted and poured resp. smelted and cast (country of "melt & pour" or "smelt and cast") is always non-binding and based exclusively on the corresponding information provided by our suppliers. As we are unable to verify the accuracy of the information provided by our suppliers, all information on the origin or country of melt & pour resp. smelt and cast is provided without any liability. However, any claims the Buyer may have under Section VIII.2 and VIII.3 remain unaffected.

5. To the extent that the goods supplied fall within the scope of Regulation (EU) 2023/1115 on deforestation-free supply chains (the "EUDR"), the Buyer shall, upon our request, provide us without undue delay with all information and supporting documents that we need to fulfil our obligations under the EUDR and that can reasonably be obtained by the Buyer. To the extent that the Buyer commercially resells, exports or otherwise places the goods on the market, the Buyer shall comply with the obligations imposed on it under the EUDR. This shall include, in particular, obtaining and forwarding the required EUDR information and the reference number or identifier of the due diligence statement, as well as refraining from supplying or otherwise transferring the goods if there are reasonable grounds to believe that the goods do not comply with the requirements of the EUDR. The foregoing obligations shall not apply to a Buyer that acquires the goods exclusively for its own business purposes and neither resells nor otherwise places them on the market.

6. To the extent that the goods supplied contain batteries or batteries are supplied separately, the Buyer undertakes to use, store, supply, pass on and dispose of the batteries and waste batteries in compliance with Regulation (EU) 2023/1542 concerning batteries and waste batteries and the German Battery Law Implementation Act (Batterierecht-Durchführungsgesetz – BattDG). To the extent that the Buyer commercially resells the batteries or otherwise makes them available on the market, the Buyer shall comply with the statutory obligations applicable to it as an economic operator or distributor. Waste batteries shall only be taken back subject to a prior agreement; in such case, the Buyer shall deliver the waste batteries, at its own cost and risk, to the collection point designated by us. Mandatory statutory take-back and information obligations of the Seller, as well as statutory return rights of end-users, shall remain unaffected.

7. The Buyer shall indemnify us against any losses and reasonable expenses arising from their culpable failure to fulfil the above obligations. In all other respects, the Buyer's liability shall be governed by the statutory provisions.

XII. Tariff Quotas

In case the goods sold to the Buyer are subject to tariff quotas pursuant to Regulation (EU) 2026/1384, our obligation to import the goods into the European Union as well as the agreed delivery date is subject to the proviso that at the time of the intended import the relevant tariff quota is not exhausted or critical and that therefore no additional duty and no security are assessed. Otherwise, we are entitled to postpone the delivery date by up to 3 months until the import is possible again without assessment of the additional duty, e.g. because new tariff quotas are opened.

XIII. Place of Performance, Jurisdiction, Applicable Law and Data Protection

1. The place of performance for our deliveries, for subsequent performance and for payments of the Buyer is the place of our place of business. If the Buyer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the place of jurisdiction is the location of our main place of business. We may also sue the Buyer at his domicile.

2. In addition to these Conditions, German law shall apply for the legal relationships between us and the Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods from 11.04.1980 (CISG).

3. The data of our customers are stored and processed by us in accordance with the requirements of the DSGVO/GDPR.

XIV. Authoritative Version

In case of doubt, the German version of these General Conditions of Sale shall prevail.