

General Terms and Conditions of Sale and Delivery

of Ottemeier Werkzeug- und Maschinentchnik GmbH

I. Applicability

Our supplies and services are provided exclusively on the basis of the following Terms and Conditions:

1. These General Terms and Conditions of Sale and Delivery shall apply exclusively. General terms and conditions of the Customer that conflict with or deviate from our General Terms and Conditions shall not apply, unless expressly agreed upon in writing. Our General Terms and Conditions shall apply even if we make deliveries without reservation while being aware of general terms and conditions of the Customer that conflict with or deviate from our General Terms and Conditions. Terms and conditions of the Customer are not binding for us, even if we do not object to them once again upon conclusion of the contract.
2. Our Terms and Conditions shall also apply for all future business transactions with the Customer, even if their applicability is not specifically agreed on once again.
3. These General Terms and Conditions These conditions of purchase only apply if the Customer is an entrepreneur, a legal person under public law or a special fund under public law.

II. Terms of Delivery

1. Offer and Conclusion of Contract, Property Rights and Copyrights in and to Documents

- a) Our offers are non-binding and subject to confirmation. Offers are based on the quantities offered or requested and the documents or information provided by the Customer. The Customer shall immediately inform us of any changes to the specifications (e.g. changes to form, dimensions, material, performance data etc.). In such case, we will review and modify the offer as far as necessary and possible.
- b) Orders of the Customer can be accepted by us within 14 days from receipt, by means of an order confirmation in text form (e.g. letter, fax, email) or by the delivery of the goods.
- c) We reserve all property rights and copyrights in and to all illustrations, drawings, calculations, samples and all other use-related or project-related documents of any kind and in any form

whatsoever. The Customer may not disclose any of the above to a third party without our express prior written consent.

2. Statements Made by Employees

The written contract documents contain the entire agreement made at the time of the conclusion of the contract. Additions and amendments to the agreements made, including these General Terms and Conditions of Sale and Delivery, shall only be valid if made in writing. Our employees are not authorized to enter into any verbal side agreement or make any oral warranties or representations which are not covered by the written contract documents.

3. Test Materials

- a) The Customer shall supply us, in good time and free of charge, with sufficient quantities of suitable test material to carry out testing and the preliminary acceptance test of the machines and tools at our works.
- b) In order to be able to carry out testing and preliminary acceptance under future production conditions, if possible, and to minimize subsequent adjustment or modification of the tools, machines and devices during production, it is necessary that the test material provided by the Customer comply with the requirements in terms of quality and dimensional accuracy which have been agreed for production. Compliance of the test material with the specifications of the Customer in terms of quality and dimensional accuracy shall be monitored by the Customer.
- c) The Customer shall also provide us free of charge with test material of suitable quality and in sufficient quantity for testing and commissioning and for the acceptance procedure at the works of the Customer.

4. Prices

- a) Unless otherwise provided in our offer or our order confirmation, our prices are in EURO, “ex works”, and do not include packaging, transport and transport insurance (EXW Verl-Kaunitz according to Incoterms 2010), customs duties (in the case of export deliveries), fees or other public charges.
- b) Our prices are exclusive of statutory VAT. VAT will be shown separately on the invoice at the rate applicable on the date of invoice (final invoice).
- c) Prices include all supplies and services included in the scope of supply and services. Modifications and additional or special supplies or services will be charged separately.

5. Time of Delivery and Time of Performance, Default in Delivery

- a) Unless expressly otherwise agreed in writing, delivery dates are approximates only.
- b) Compliance with delivery dates or delivery times requires that all commercial and technical issues have been clarified, and in particular that the Customer has performed its obligations (provision of documents or permits that may have to be obtained by the Customer, releases, advance payments, provision of test material, etc.). If these requirements are not met, the delivery date will be extended by a reasonable period, unless we are responsible for the delay.
- c) Unless expressly otherwise agreed, delivery periods shall run from the date of our order confirmation.
- d) Delivery dates shall be deemed met, if, prior to the expiry of the delivery period, readiness for dispatch has been notified to the Customer, or - if shipping has been agreed upon - the goods have been handed over to the forwarder, carrier, or other third party assigned to transport the goods.
- e) If we are prevented from performing our obligations as a result of unforeseeable, extraordinary circumstances (e.g. any failure of or delay in delivery or delivery of non-conforming goods on the part of our suppliers), which could not be avoided despite the exercise of due care, the delivery time shall be extended by a reasonable period of time. The same shall apply in case of delays of delivery and performance resulting from force majeure or due to events that make production or delivery more difficult or impossible for us. This includes in particular strike, lockout, official orders and similar events, even if they affect our suppliers or their sub-suppliers. In such cases we are entitled to delay the delivery or performance by the duration of the impediment plus a reasonable lead time. We shall notify the Customer of such circumstances without delay. If, in such cases, performance becomes definitely impossible or cannot be effected at a later date within a reasonable period of time, we and the Customer are entitled to withdraw, in whole or in part, from that part of the contract, which has not yet been fulfilled. In such case, we will refund any amounts already received for supplies or services not provided. Any further claims of the Customer shall be excluded.
- f) If the delay in delivery is caused by a culpable breach of a non-material contractual obligation, the amount of compensation for the delay shall be limited to 0.5 per cent of the agreed price for each completed month of delay; however, the total amount of compensation shall not exceed 5 % of the invoice value of the supplies and services affected by the delay. Any further claims are excluded, unless the delay is caused by at least gross negligence.
- g) If performance of the contract becomes impossible for us in its entirety prior to the passing of the risk, the Customer may withdraw from the contract without setting a period for performance.

The same shall apply if the delivery of part of an order becomes impossible, and the Customer has a legitimate interest in rejecting a partial delivery. Otherwise, the Customer shall pay the contract price attributable to the partial delivery. In all other respects, section VII shall apply.

- h) If the Customer is in default of acceptance or violates other duties to cooperate, we are entitled to compensation for loss suffered, including any additional expenditures and cost of storage and insurance of the goods. Upon the occurrence of an event of default of acceptance or performance on the part of the Customer, the risk of accidental loss, destruction or deterioration shall pass to the Customer.
- i) We are entitled to partial deliveries, which will be invoiced separately, if
 - the partial consignment can be used by the Customer within the scope of the purpose for which it is intended according to the contract,
 - the delivery of the remaining goods is ensured and
 - no substantial additional effort or costs are thereby incurred by the Customer, unless we agree to bear these additional costs.

6. Delivery, Preliminary Acceptance, Modifications

- a) Unless otherwise specified in the written contract documents, it is agreed that deliveries will be EXW Verl-Kaunitz according to Incoterms 2010. The goods are deemed delivered in full accordance with the contract upon their dispatch, if preliminary acceptance of the goods by the Customer has taken place or if the Customer fails to carry out the agreed preliminary acceptance, fails to carry out such preliminary acceptance in due time or fails to fully carry out such preliminary acceptance. The Customer may not refuse preliminary acceptance in case of minor defects. For documentation purposes, a certificate of preliminary acceptance will be drawn up and signed by both parties.
- b) Information provided in our contract documents regarding the goods or services to be supplied (e.g. measurements, utility value, load capacities, tolerances or technical data) and our description/illustration thereof (e.g. drawings and images) are approximations only unless the suitability for the contractually-agreed purpose requires precise conformity. They shall not be construed as guaranteed characteristics, but as a description or identification of the supplies or services. Unless expressly otherwise agreed in writing, the basic customary tolerances which are appropriate for the material shall also apply.
- c) We may at any time during the delivery period make changes to the design and form which are a result of legal requirements or technical improvements occurring after the conclusion of the contract, provided that the good to be delivered is not substantially modified, that such

modifications do not affect its suitability for the contractually-agreed purpose and that the Customer can reasonably be expected to accept such modifications.

- d) Excess or short deliveries are permitted within customary quantity tolerances.

7. Packaging, Shipment and Passing of Risk

- a) As a general rule, the goods are sold unpacked. The Customer shall bear all costs of transport and packaging of the goods as well as the costs of adequate insurance of the goods against damage caused by fire, water, breakage and theft, even if in individual cases we organize and place an order for packaging and transport of the goods on behalf of the Customer.
- b) Transport packaging and all other packaging are not taken back. The Customer shall dispose of packaging at its own expense.
- c) Risk – including the risk of seizure - shall pass to the Customer when the goods are handed over to the person carrying out the transport (e.g. forwarder, carrier), irrespective of whether the goods were shipped from the place of performance and who bears the freight costs. This shall also apply if the transport is carried out by us. If the goods are ready for dispatch and shipment or acceptance is delayed for reasons for which we are not responsible, risk shall pass to the Customer upon receipt of the notification of readiness for dispatch. This shall apply in particular from the time when readiness for dispatch has been notified, if shipment is delayed at the request of the Customer.

8. Assembly and Commissioning

Assembly and commissioning on site at the Customer's premises are performed only upon an express written order. These services are additionally governed by the following terms and conditions:

- a) Unless a flat rate has been agreed in writing, assemblies are charged on a time-and-materials basis at our then current hourly rates. We will inform the Customer on our current hourly rates when the order is placed.
- b) The Customer shall ensure that the assembly can start immediately after the arrival of our assembly personnel, and can be carried out without delay until the acceptance thereof by the Customer. For this purpose, the Customer shall in particular

- perform all earthwork, construction work and other ancillary services outside our industry (including the necessary specialist and auxiliary personnel), materials, and tools, in due time and at its own expense;
 - provide, at its own expense, all necessary equipment and heavy tools (such as lifting gear, compressors) and all requisites and consumables (such as lubricants, cooling liquids and oils);
 - prepare the machine-related connections (electrical connections, compressed air supply, water supply, etc.) to be ready for use up to the connection point of the machine;
 - provide the connections for electricity, compressed air, water, lighting, etc. required for the assembly work, as per our instructions;
 - provide first aid facilities and the following dry and lockable rooms for our personnel: recreation rooms and work rooms with washing and sanitary facilities, rooms for the storage of materials and tools,
 - ensure the safety of the (assembly) workplace in accordance with applicable safety regulations.
- c) Compliance with stipulated dates or deadlines for the assembly is subject to the Customer fulfilling its obligations in good time, in particular the aforementioned obligations regarding the preparation of the assembly site and the provision of assistance to ensure that the assembly work can commence immediately and can be completed without interruption.
- d) If the agreed preparatory work has not been completed by the Customer by the time of the agreed start of the assembly work, we are entitled, but not obliged, to take any action to which the Customer is obliged in its stead and at its expense. In such case, the Customer shall further reimburse us for any costs incurred as a result of waiting time and for necessary additional travel expenses at our then current cost rates, which are notified to the Customer upon conclusion of the contract.
- e) The Customer shall ensure that there is a German-speaking contact person available for our assembly personnel.
- f) The Customer shall inform us, if it does not allow the use of our own tools, or if we are prohibited from using our own equipment by law or governmental authorities. In such case, we

shall provide the Customer with a list of the tools that are likely to be required. The Customer shall then provide the tools required for assembly according to this list free of charge.

- g) Our personnel will submit the assembly reports to the Customer for signature at the agreed time intervals. By its signature, the Customer acknowledges that the assembly work has been performed.

After completion of the work, the Customer shall be obliged to accept the assembly work. As a general rule, acceptance will be carried out jointly with us. A certificate of acceptance will be drawn up and signed by the Customer and by us.

If, upon completion of the assembly work, joint acceptance of the assembly work cannot be carried out, the Customer shall arrange a date for acceptance with us and carry out the joint acceptance within ten days following the notification that the assembly has been completed. The work shall be deemed accepted on the expiry of ten days following completion of the assembly, unless the Customer has raised objections in writing stating the reasons therefor. The Customer may not refuse acceptance in case of minor defects.

- h) If, through no fault of ours, any equipment or tools brought or provided by us are damaged at the assembly site or lost, the Customer is obliged to compensate us for any damage thereby incurred. This does not apply to any damage resulting from normal wear and tear.

III. Terms of Payment

1. In the absence of any written agreement to the contrary, payment shall be made immediately after issuance of the invoice, without any deductions, to the bank account indicated by us.
2. Unless expressly otherwise agreed, we may charge the agreed contract price as follows:
 - 40 % of the agreed price immediately upon placement of order,
 - 50 % of the agreed price immediately upon notification of readiness for dispatch
 - 10 % upon completion of commissioning, but in any event no later than 30 days after delivery to the Customer.
3. If the Customer fails to make any payments when due or otherwise defaults in payment, we shall be entitled, without limitation of any other rights that we may have, to charge interest at the rate of 9 percentage points above the applicable basic rate of interest.
4. Unless the Customer appropriates its payments to a specific debt, we are entitled to appropriate payments by the Customer to older debts first. We will inform the Customer of the nature and order of appropriation. If costs and interest have already accrued, we are entitled to apply the payment first to the costs, then to the interest and finally to the principal claim.

5. If after the conclusion of the contract we become aware of circumstances which may significantly reduce the creditworthiness of the Customer and due to which the settlement of outstanding receivables of the Seller resulting from the respective contractual relationship is endangered - e.g. dishonored checks, suspension of payments, etc. - we are entitled to effect outstanding deliveries or provide outstanding services only against advance payment or provision of security.
6. The Customer may only offset its claims against our claims, if its counterclaims are undisputed, have been admitted by us or have been recognized by final judgement. The Customer may only exercise rights of retention if and to the extent its counterclaim has arisen from the same legal relationship.

IV. Information and Privacy

1. The Customer shall provide all information required to perform the contract. In this respect, it shall exercise utmost care to ensure that all information provided is accurate and complete. We are entitled to rely on the information provided by the Customer without having to verify its accuracy and completeness. If there is fault on the part of the Customer, it shall be liable for any loss incurred by us as a result of the provision of inaccurate or incomplete information.
2. We hereby advise the Customer that data of the Customer received within or in connection with the business relationship are captured, processed, stored and protected in accordance with the provision of the [*German*] Federal Data Protection Act, irrespective of whether such data were provided by the Customer or a third party.

V. Retention of Title

1. We retain title to all goods supplied until settlement in full of all claims we may now or in the future have against the Customer, regardless of the course of action on which such claims are based (including current account balance claims), even if payments are made in settlement of a specific claim. For current accounts, the retention of title serves as security for our balance claim.

The Customer shall store the goods which are subject to retention of title separately from other goods, shall insure them against damages caused by fire, water, breakage and theft, and shall, at our request, mark the goods as our property. The Customer shall hold the goods, which are subject to retention of title, in custody for us, free of charge.

2. Any processing and transformation of the goods which are subject to retention of title shall be performed on our behalf - i.e. for us as manufacturer - and we will not thereby incur any obligations. If, notwithstanding the above, the Customer acquires ownership, it is hereby agreed, that, as soon as the right of ownership is acquired by the Customer, the share of co-ownership which corresponds to the ratio of the value of the goods subject to retention of title (gross invoice value) to the value of the processed goods shall pass to us, and the Customer shall hold the goods in custody for us, free of charge. § 947 sentence 1 BGB [German Civil Code] remains reserved.
3. The processed goods serve as a security for us in the amount of the gross invoice value of the goods which are subject to retention of title. In other respects, the newly created item shall be governed by the same provisions as the goods which are subject to retention of title. Such item is also deemed to be a good subject to retention of title within the meaning of these provisions.
4. The Customer may only process and/or sell the goods subject to retention of title in the ordinary course of its business, subject to normal terms and conditions and only as long as the Customer is not in default of payment. The Customer shall also make sure that its claims resulting from the resale shall pass to us. The Customer is not entitled to dispose of the goods subject to retention of title in any other way. The claims of the Customer from the resale of the goods subject to retention of title are hereby assigned to us in advance, irrespective of whether the goods subject to retention of title are sold unprocessed or processed, and whether they are sold to one or several buyers. The assigned claim shall serve as a security in the amount of the gross value of the goods subject to retention of title so resold. If the goods subject to retention of title are sold by the Customer together with other goods not owned by us, or after being processed, the claim from the resale shall be deemed assigned only in the amount of the gross invoice value of the goods subject to retention of title. The same shall apply to claims of the Customer for loss of or damage to the goods subject to retention of title.

To secure our claims against the Customer, the Customer hereby also assigns to us any claims it may have against third parties resulting from a combination of the goods subject to retention of title with real property.

5. The Customer is authorized to collect claims assigned to us only as long as the Customer meets its obligations towards us. This authority does not affect our right to collect the claims ourselves. The goods subject to retention of title may not be pledged or transferred by way of security and the claims assigned to us may not be assigned a second time. At our request, the Customer shall provide us with the names of the third party debtors, notify the third party debtors of the assignment and provide all information required to assert the claims.

In case of intervention by a third party affecting the goods subject to retention of title, in particular in case of seizure, the Customer shall immediately inform the third party that the goods are our property and promptly inform us of the intervention, so that we may exercise our property rights. If the third party is unable to reimburse us for the extrajudicial or judicial costs incurred in this

connection, the Customer shall be liable for such costs. This shall apply in particular to the costs of third-party proceedings.

If the Customer is in breach of contract, in particular in case of default in payment, we shall, after the expiry of a reasonable period set by us, be entitled to rescind the contract, to retake possession of the goods subject to retention of title and sell the same, and to request the assignment of any claims for return of the goods which the Customer may have against third parties. After deduction of the reasonable costs of sale, the proceeds from the sale shall be used to reduce or discharge the liabilities of the Customer.

6. If and to the extent the realizable value of our securities exceeds the amount of the secured claims by more than 10%, we shall, at the Customer's request, release securities of our own choice.

VI. Examination of Goods, Claims for Defects

The following warranty terms shall apply to goods and services supplied by us, to the exclusion of any further claims of the Customer and subject to the provisions of section VII hereof:

1. The Customer shall, at its own expense, carefully examine the goods (i) immediately upon delivery, or (ii) if the goods are collected by the Customer, immediately upon taking delivery of the goods, or (iii) if an acceptance has been agreed, during acceptance of the goods.

Apparent defects shall be notified prior to any processing of the goods. The duty to examine the goods extends to the entire consignment.

2. The Customer shall adequately store the goods claimed to be defective at the place of receipt and keep them available for inspection so that we can inspect the goods or have them inspected by an expert (retained by us).
3. Defects which cannot be immediately discovered even by the most careful examination, shall be notified immediately upon their discovery and in such case all processing shall be discontinued immediately.
4. The Customer shall in each case give written notice of defect specifying the nature of each alleged defect. In addition, the Customer shall, at our request, immediately provide us with samples of the goods claimed to be defective and allow us to inspect the goods.
5. If we are answerable for the defect, we will, at first, cure the defective performance by repair or the supply of a replacement. As an alternative, we may, with the consent of the Customer pay compensation for the reduction in value. In case of replacement delivery, any rejected goods shall be returned to us and any parts which are replaced shall become our property.

6. The Customer shall give us the time and opportunity required to carry out all repair and replacement work deemed necessary by us. Even in urgent cases, the Customer shall notify us of any defect which has appeared. If we are unable to remedy the defect within a reasonable period of time, the Customer may remedy the defect itself or have it remedied by a third party. In this case, we shall reimburse any necessary, reasonable expenses incurred in this respect.
7. We shall bear the costs incurred for curing the defect. However, this shall not apply to increased costs resulting from the goods supplied being moved to a place other than the place of performance, or to any disproportionate costs.
8. If cure fails or is not performed within a reasonable period of time set by the Customer, the Customer may, at its option, rescind the contract or claim a reduction of the purchase price. In case of insignificant defects, the Customer is only entitled to claim a reduction of the purchase price.
9. Any further claims of the Customer are governed by section VII of these General Terms and Conditions.
10. We shall not be liable for defects that were caused by the fact that our operating and maintenance instructions have not been followed, that products have been modified or that consumables have been used which are not in compliance with the original specifications; unless the Customer rebuts the substantiated claim that the defect was caused by one of these circumstances. In addition, we shall not be liable for defects caused by faulty operation, force majeure, overuse or dirt, chemical and/or atmospheric exposure or non-compliance with the specified maintenance and care intervals. If the Customer or a third party performs any unauthorized work on the goods, we will not be liable for any consequences of such improper handling.
11. If the goods supplied or their use infringe industrial property rights or copyrights of any third party for reasons for which we are responsible, we shall, at our option, obtain for the Customer the right to continued use or modify the goods in a way acceptable to the Customer so that rights of third parties are no longer infringed. If we are unable to do so in a way acceptable to us and the Customer, or within a reasonable period of time, both we and the Customer may withdraw from the contract. We shall not be liable for an infringement of third party rights (i) if the defect of title results from plans, drawings, work or similar instructions of the Customer, (ii) if the Customer has made unauthorized modifications to the goods supplied or has used the goods supplied in a manner not in conformity with the contract, (iii) if and to the extent the Customer fails to promptly notify us of any claim of infringement, fails to provide all information and documents required to defend such claim or to support us in such defense, or takes or fails to take defensive action or recognizes such claim without our consent.
12. The Customer shall not assign its warranty claims without our prior consent.

13. No guaranties are given unless an express written agreement to this effect has been concluded. In particular, we do not provide any guaranties included in the general terms and conditions of the Customer.

VII. Total Liability

1. If, through our fault, the goods supplied cannot be used by the Customer as intended under the contract, as a result of our failure to act or to properly act on proposals made or advice given prior or after the conclusion of the contract, or of other breaches of accessory contractual obligations – in particular instructions for operation and maintenance of the goods supplied- , the following provisions shall apply analogously, to the exclusion of any further claims of the Customer.
2. We shall be liable in accordance with the statutory provisions for any damage caused by intent or negligence, including intent or negligence of our representatives and vicarious agents. Except in the case of a willful breach of contract, liability for damages shall be limited to the foreseeable damage that may typically be expected to occur.
3. We shall also be liable in accordance with the statutory provisions for any culpable breach of fundamental contractual obligations. Fundamental contractual obligations are the obligation to deliver and, if agreed, assemble the goods in due time, the obligation to deliver goods that are free from defects of title and free from defects in quality which more than insignificantly impair their functionality and usability, as well as obligations to advise, duties of care and duties to protect, which are designed to enable the Customer to use the goods as intended under the contract, to protect life and limb of the Customer's personnel or to protect the Customer's property from substantial damage. In this case, liability for damages shall likewise be limited to the foreseeable damage that may typically be expected to occur.
4. Our liability for culpable injury to life, body or health and the mandatory liability under the [German] Product Liability Act shall remain unaffected.
5. Unless otherwise provided above, our liability shall be excluded.
6. In order to limit our exposure to product liability, the Customer shall promptly provide us with any information received indicating the existence of a product defect. This applies in particular to complaints received from its contractual partners. In the event of recalls, the Customer shall promptly and fully support us.

7. Should the Customer export the goods outside the territory of Germany without our prior consent, we shall not be liable for the consequences resulting therefrom, including in particular the violation of industrial property rights or copyrights of any third party. In such case, the Customer shall compensate us for any damage incurred as a result of the export of goods which have not been expressly released for export by us.

VIII. Statute of Limitations

All claims of the Customer shall – irrespective of their legal basis – become statute-barred after one year from the passing of the risk. Claims for damages pursuant to section VII shall be subject to the statutory periods of limitations. The statutory periods of limitations shall also apply, if our goods have been used for a building in accordance with their customary use and caused the defectiveness of the building.

IX. Use of Software

1. If the scope of supply includes software, the Customer is granted a non-exclusive right to use all Software supplied, including its documentation. The software may only be used on the designated goods, with the agreed performance features and in unmodified form. Use of the software on more than one system is not permitted.
2. The Customer is authorized to make a backup copy of the standard software supplied together with the goods. In other respects, the Customer may only copy, modify or translate the software or convert it from the object code to the source code to the extent permitted by law or under the terms of the contract. The Customer undertakes not to remove manufacturer's information - especially copyright notes - or modify such information without our express prior consent.
3. All other rights to the software and documentation including the copies shall remain with us or with the software supplier. The Customer is not allowed to grant sublicenses.
4. If the Customer sells the goods supplied, the software implemented on the goods supplied and the corresponding non-exclusive right of use may only be sold or transferred to the buyer together with the goods supplied. The Customer is not allowed to sell/transfer the software separately from the goods supplied or to grant a right to use the software separately from the goods supplied. If the goods supplied are sold together with the software, the Customer shall not retain copies of the software implemented on the goods supplied.
5. Any software supplied with the goods may contain software components of third parties which are protected by industrial property rights or copyrights of such third party. In such case, the above provisions shall also apply to the benefit of such third parties.

**X.
Place of Performance, Place of Jurisdiction and Applicable Law**

1. The place of performance for all obligations resulting from the contractual relationship shall be our principal place of business.
2. If the Customer is a merchant, a legal person under public law or a special fund under public law, the place of jurisdiction for all claims resulting from the business relationship shall be Gütersloh; we may, however, at our option, also bring an action at the Customer's place of general jurisdiction. The same applies if the Customer does not have a place of general jurisdiction in Germany or if, following the conclusion of the contract, the Customer moves his place of residence or habitual abode to a place outside Germany, or if the Customer's place of residence or habitual abode is not known at the time the proceedings are instituted.
3. The legal relationship with the Customer is exclusively governed by the laws of the Federal Republic of Germany, to the exclusion of its conflict of law rules and to the exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).

**XI.
Severability**

The invalidity of any provision of these General Terms and Conditions or any provision of any other agreement between the parties shall not affect the validity of all other provisions or agreements.