

General Terms and Conditions of Delivery and Payment (ALZB)

of the company

Josef Brechmann Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft

1. General provisions

- a) These General Terms and Conditions of Delivery and Payment (hereinafter referred to as "Terms and Conditions" do not apply to consumers within the meaning of section 13 of the German Civil Code (*BGB*).
- b) All our deliveries and services are governed exclusively by these Terms and Conditions. These terms and conditions also govern any and all future transactions of the above-mentioned kind even if not expressly referred to in an individual case.
- c) We hereby expressly reject any purchasing terms and conditions or other terms and conditions of the other party to the contract (hereinafter also referred to as "Purchaser"). Such terms and conditions shall not apply including if we are aware of them and proceed to execute our delivery without reservation or if we do not expressly repeat our rejection of Purchaser's terms and conditions when entering into the contract.
- d) All agreements made between us and Purchaser for purposes of execution of this contract shall be set out in writing or in text form in any contract referring to these Terms and Conditions. Any modifications or amendments of the contract must be made in writing in order to be effective.
- e) We reserve property rights, copyrights and other industrial property rights in our illustrations, brochures, calculations, and other documents which shall not be made accessible to third parties without our consent.
- f) Including without limitation with a view to the intended use of the deliverable, Purchaser shall be responsible for proper design in compliance with safety regulations, for selection of materials and required test procedures, for the accuracy and completeness of the technical delivery specifications and the technical documents and drawings provided to us, and for the implementation of the manufacturing equipment provided by Purchaser. This also applies if we propose modifications which meet with Purchaser's approval.
- g) Purchaser shall also ensure that any intellectual property rights and/or other rights of third parties are not infringed as a result of Purchaser's information, specifications, or requirements.

2. Offers; conclusion of contract

Our offer is subject to change without notice. A contract is concluded only if we have confirmed an order in writing or if we execute the order.

3. Dimensions, weights, quantities; brochure and catalogue data

- a) Deviations in dimensions, weights and quantities within the scope of customary tolerances, relevant DIN-standard regulations, and technical casting requirements are permissible. Specification of dimensions and weights in our offers and order acknowledgements does not constitute a warranty of quality.
- b) Calculation thereof is based on the weight and number of delivered items as determined by us.
- c) Details provided in brochures and catalogues, such as illustrations, drawings, weights and dimensions, are industry-specific approximate values unless explicitly described as binding.

4. Pricing

- a) Our prices are EXW (ex works) Schloss Holte-Stukenbrock, Germany, according to Incoterms 2020, plus packaging, freight, postage, insurance, customs duties, and any applicable statutory taxes (such as VAT).
- b) If a delivery period of more than four (4) months has been agreed and if our costs rise in the meantime due to an increase in the prices of materials, manufacture, assembly, staff, delivery, and similar items, we are entitled to pass on such increased costs to Purchaser accordingly.
Notwithstanding paragraph 1 herein above, if in the case of long-term contracts (i.e. contracts with a term of more than twelve (12) months and open-ended contracts) a significant change in wage, material, or energy costs occurs after the expiry of the first four (4) weeks of the contract term, each party to the contract is entitled to demand an appropriate adjustment of the price which takes these factors into account. The rights provided for in paragraph 1 herein above and Section 4(c) will not be affected.
- c) In matters outside the scope of sub-section (b) herein above the parties to the contract shall agree on an adjustment if the order-related costs change substantially after conclusion of the contract.

5. Delivery; delivery period; force majeure

- a) The stated times of delivery are approximate dates only and without obligation. Fixed date transactions require express confirmation.
- b) Delivery periods commence to run only once all details of the execution have been clarified and any other conditions to be fulfilled by Purchaser have been met; the same applies mutatis mutandis to delivery dates.
- c) Without prejudice to any rights we may have due to default on the part of Purchaser, the agreed delivery periods and dates are extended or postponed by not less than the period by which the Purchaser is in arrears with its obligations.
- d) Delivery is EXW (ex works) Schloss Holte-Stukenbrock (Germany) according to Incoterms 2020. Therefore, the day of notification that the goods are ready for dispatch is deemed to be the day of delivery.
- e) Goods for which a notice of readiness for shipment has been issued shall be collected as soon as reasonably possible; otherwise we are entitled, at our option, to ship the goods at Purchaser's risk and expense or to store the goods at the usual freight forwarding costs at Purchaser's risk and expense; we are also entitled to the latter option if the goods cannot be shipped through no fault of our own. The goods are deemed to have been delivered one (1) week after the beginning of storage.
- f) Shipping is in any case carried out on account and at the risk of Purchaser. Purchaser shall bear the risk of transport including in the event that we, by way of exception, deliver goods carriage free or have undertaken to bear the cost of transport. Transport insurance is taken out only if requested by Purchaser and only at Purchaser's cost.
- g) Deliveries can be made before expiry of the delivery period or before the delivery date, provided this is not unreasonable for the Purchaser to accept.
We are entitled to dispatch reasonable part shipments. Part shipments are invoiced on the basis of the value of each part

shipment and shall be paid by Purchaser in accordance with the provisions of Section 4 hereof.

- h) Without prejudice to any other rights we may have in case of force majeure, in the event of any delays in delivery caused by force majeure, riots, strike, lockout, raw material shortage, or a business interruption for which we are not responsible, including a business interruption at any of our suppliers, the delivery period is extended by not less than the period of time required to remedy such interruption, provided that the interruption affects the production or delivery of the delivery item. We shall notify Purchaser as soon as reasonably possible of the beginning and end of any such obstacles.

In case of a permanent business interruption caused by force majeure, riots, strike, lockout, shortage of raw materials, or a business interruption for which we are not responsible, or if we have through no fault of our own failed to receive ordered supplies from our own supplier(s), Purchaser and/or we are entitled to rescind the contract in whole or in part, without such rescission giving rise to any claims for compensation. In the event of rescission, any payments made in advance shall be reimbursed as soon as reasonably possible. The party to the contract intending to rescind the contract in accordance with the provisions herein above shall give two (2) weeks' notice of its intention to rescind. A permanent business interruption as defined herein above can be assumed to have occurred if the interruption continues for more than five (5) weeks.

Force majeure within the meaning of this Section 5 means any event beyond our control the effects of which on the performance of the contract cannot be prevented by reasonable efforts on our part, including damage by fire, flooding, epidemics and pandemics (such as the effects of the Covid-19 pandemic). The same applies where we are thus affected through our subcontractors.

- i) Delivery is subject to our punctual and faultless receipt of goods from our own supplier(s). We shall notify Purchaser of any such obstacles as soon as reasonably possible. We are not liable for delayed, omitted, or non-conforming deliveries caused by our own supplier(s) insofar as we are not at fault. This applies, including without limitation, on condition that we have entered into a concrete covering transaction.
- j) Purchaser's right to claim damages for default in delivery is subject to the provisions in Section 11 hereof.

6. Acceptance

- a) If Purchaser's formal acceptance is required, the parties shall agree on the scope and conditions thereof not later than upon conclusion of the contract. Otherwise, the scope and terms of acceptance are those customary at our enterprise. The same applies to initial sample tests.
- b) The goods are deemed accepted when put to use by Purchaser or if we have set Purchaser a reasonable deadline for acceptance after completion of the work and Purchaser has not refused acceptance within the set deadline, specifying at least one defect.

7. Payment

- a) Our invoices are due immediately and payable without deduction.
- b) Any cash discounts and payment dates agreed apply only to the purchase order actually confirmed and do not justify extension of the due date for payment. Discount periods are calculated from the invoice date. Section 353 of the German Commercial Code (HGB) applies for our benefit.
- c) If Purchaser defaults on payment, Purchaser shall pay interest on arrears in the amount of 12% p.a., however not less than the legal rate of interest on arrears in accordance with section 288 of the German Civil Code (BGB). Where the interest rate in accordance with the foregoing sentence exceeds the legal rate of interest on arrears due under the provisions of section 288 of

the German Civil Code, Purchaser is at liberty to prove that no damage or less damage than alleged has been caused by such default. We reserve the right to assert claims for higher damages caused by default of payment.

- d) If Purchaser – for whatever legal reason – defaults on any payment, including payment by bill of exchange or by cheque, or if Purchaser has suspended its payments, all our outstanding accounts become due and payable immediately, regardless of any longer payment deadlines granted in an individual case.
- e) If Purchaser suffers major deterioration in its financial circumstances jeopardising our claims from the respective legal relationship, we are entitled to demand cash in advance or adequate security. This also applies if such circumstances existed prior to the making of the contract but became known to us only afterwards. If, notwithstanding a reminder having been sent and reasonable extension of time granted, the advance payment or security are not provided within the grace period granted, we are entitled to rescind the contract and to claim damages, including without limitation damages in lieu of performance. In the cases mentioned above, payment or provision of security cannot be made contingent on the return of outstanding bills of exchange.

Insofar as we have relevant claims, e.g. for return or repossession, Purchaser hereby authorises us to enter Purchaser's premises and collect the delivered goods in any of the aforementioned cases. Repossession of the goods constitutes rescission from the contract only if we explicitly assert such rescission.

8. Set-off and right of retention

Purchaser is not entitled to set off any counterclaims or to assert a right of retention unless such set-off or retention is based on the same legal relationship or on the provisions of section 320 of the German Civil Code or unless said claims are undisputed or have been finally decided by a competent court of law.

9. Special provisions for serial deliveries, long-term and call-off contracts

- a) Open-ended contracts may be terminated at the end of any month with a notice period of not less than six (6) months. This does not affect the right to termination for cause.
- b) Our prices are calculated on the basis of the agreed order quantities. If no binding order quantities have been agreed, our calculations are based on the agreed target quantities. If the order quantity or target quantity is not reached, we are entitled to increase the price per unit adequately. If Purchaser exceeds the quantity with our consent, Purchaser may demand a reasonable price reduction if Purchaser notifies us in writing not less than two (2) months before the agreed delivery date. The amount of the reduction or increase is determined based on our calculation basis.
- c) In case of call-off delivery contracts Purchaser shall notify us of any call-off order for binding quantities not less than three (3) months before the delivery date, unless otherwise agreed. Purchaser shall bear any additional costs caused by Purchaser as a result of delayed call-off or subsequent changes made to the call-off with regard to time or quantity; our calculation shall prevail in this respect.
- d) Due to the particularities of the casting process, excess or short deliveries of up to 10% of the order quantity are permissible in case of series production. The total price changes according to volume in such cases.

10. Retention of title

- a) Unless agreed otherwise in a specific case, if we have already received payment **in full** for an item by the time it is delivered, title to that item passes to Purchaser upon delivery of the item.

b) If we perform in advance, i.e. if we deliver the goods at a time at which we have not received or not received in full the consideration due for those goods (hereinafter referred to "Retained Goods"), the following provisions apply additionally:

- (1) We retain title to all Retained Goods delivered by us until payment of the purchase price and until all our claims arising from the business relationship, including claims from contracts concluded at a later time and for any legal reasons whatsoever – including contingent liabilities (including without limitation payment by cheque or bill of exchange) – have been paid.
- (2) In the event that the retention of title becomes valid only if recorded in certain registers and/or subject to certain other legal requirements, Purchaser shall ensure that such requirements are duly met. Purchaser shall bear all costs resulting therefrom.
- (3) Purchaser is entitled to process and/or resell the Retained Goods in the ordinary course of business; provided, however, that Purchaser is not in default regarding the fulfilment of its obligations towards us and provided further that Purchaser does not suspend payments.

More specifically, the following provisions apply:

- (a) Any processing or transformation of the Retained Goods shall be carried out on our behalf in our capacity as manufacturer within the meaning of section 950 of the German Civil Code, but without obligation for us. Purchaser shall not acquire ownership of any new item(s) resulting from processing or transformation of Retained Goods. If Retained Goods are processed, mixed, blended, or combined with other items, we acquire co-ownership of the resulting new item in proportion to the ratio between the invoice value of our Retained Goods and the total value. The provisions applicable to the Retained Goods apply mutatis mutandis to any co-owner's shares created under the foregoing provisions.
- (b) Purchaser shall assign to us all claims from any resale or other sales transactions, including without limitation from contracts for works, labour and material, together with all ancillary rights, and on a pro rata basis, insofar as the Retained Goods have been processed, mixed, or blended and we have acquired co-ownership in such products up to the amount of our invoice value or to the extent that the Retained Goods have been permanently incorporated therein. To the extent that the Retained Goods have been processed, mixed, combined, or permanently installed, such assignment entitles us to collect a primary fraction of the claim resulting from the resale in proportion to the ratio between the invoice value of our Retained Goods and the invoice value of the item. In the event that Purchaser sells Retained Goods together with other goods not supplied by us, Purchaser shall assign to us a first-ranking share of the claim from the resale in the amount of the invoice value of our Retained Goods. In the event that Purchaser sells the claim within the scope of a factoring transaction, Purchaser shall assign to us the substitute claim against the factor. In the event that Purchaser subjects the claim resulting from the resale to a current accounts relationship with Purchaser's customer, Purchaser shall assign to us Purchaser's claims from the current accounts relationship in the amount of the invoice value of the Retained Goods.

The assignment encompasses not only payment claims but also claims for surrender, including without limitation in the event that Purchaser for its part also resells subject to retention of title.

- (c) We hereby accept the above assignments.
 - (d) Purchaser is entitled to collect any receivables assigned to us until we revoke such right. The right to collect expires by revocation; the right is revoked if Purchaser gets into arrears or suspends payment. The same applies if Purchaser suffers a major deterioration in its financial circumstances, thus jeopardising our claim. In such cases we are deemed to have Purchaser's permission to notify customers of the assignment and to collect the receivables ourselves.
 - (e) Upon our request, Purchaser shall submit to us a detailed list of the receivables due to Purchaser, including the customers' names and addresses, the amount of each of the receivables, the invoice date, etc., and shall provide to us all and any information and documents required for asserting the receivables assigned to us and shall permit us to verify such information.
 - (f) Any sums of money which Purchaser receives on the basis of receivables assigned to us shall be separately deposited to our credit until remitted.
- (4) Pledging of the Retained Goods or of the assigned receivables, including transfer by way of security, is not permitted. Purchaser shall notify us immediately of any order of attachment, identifying the attaching creditor.
 - (5) If the value of any security to which we are entitled exceeds our total claim against Purchaser by more than 10%, we shall, at Purchaser's request, release excess security.
 - (6) In the event of Purchaser's default in payment or suspension of payments we are entitled to take back the Retained Goods subject to further legal requirements that may apply. We are entitled to privately sell any Retained Goods we have taken back in full satisfaction of our claim.
 - (7) Purchaser shall store the Retained Goods for us free of charge. Purchaser shall take out the usual insurance to cover the Retained Goods against the usual risks such as fire, theft, and flooding. Purchaser shall assign to us claims for compensation due to Purchaser from insurance companies or other liable persons for damage or loss of the above type in the amount of our claims against Purchaser. We accept the assignment.

11. Claims based on defects; damages

- a) If second-hand goods are sold, Purchaser buys such goods in the condition they are in at the time of the conclusion of the contract for sale. We assume no liability for material defects except in cases involving our intentional wrongdoing or gross negligence.
- b) § 434 Par. 3 Clause 1 No. 1, 2a) and 4 BGB shall not apply to the extent these regulations collide with a contractually agreed quality. § 434 Par. 3 Clause 1 No. 2 b) BGB shall not apply inasmuch as express mention is made in a quality agreement of the fact that said quality agreement deviates from public statements made by Seller or by another link in the contractual chain or by order of any of these, particularly in advertisements or on labels. The foregoing shall apply even if no detailed mention is made of what public statements contradict the quality agreement. In the event of the parties having agreed on a first-off-tool sample test report, the test results quoted in the test report shall take precedence over the agreed quality within the meaning of § 434 Par. 2 No. 1 BGB as well as the objective

requirements within the meaning of § 434 Par. 3 Clause 1 No. 3 BGB inasmuch as the first-off-tool sample test report has been approved by Customer.

According to § 434 Par. 3 Clause 1 No. 2 BGB, the usual properties include quantity, quality, and other characteristics of the object, including its durability, functionality, compatibility, and safety, unless this clashes with a contractual agreement on quality.

- c) Including without limitation with a view to the intended use of the deliverable, Purchaser shall be responsible for proper design in compliance with any safety regulations, for selection of material and the required test procedures, for the accuracy and completeness of the technical delivery specifications and the technical documents and drawings provided to us, and for the implementation of the manufacturing equipment provided by Purchaser, including where we propose modifications which meet with the Purchaser's approval.

Minor deviations from the agreed quality, minor impairment of usability, and/or defects caused by unsuitable or improper use, faulty assembly and/or commissioning, as well as normal wear and tear do not constitute a defect.

Improper modifications or repairs made by Purchaser or third parties do not constitute a defect. There is no defect if the fault is attributable to a violation of operating, maintenance and/or installation instructions; unsuitable or improper use; faulty or negligent handling by Purchaser or third parties; natural wear and tear; and/or improper interference with the delivery item on the part of Purchaser or third parties.

Minor, technically unavoidable, deviations in quality, colour, dimensions, weight, and/or design do not constitute a defect.

- d) Any subsequent performance for which we are responsible will be carried out at our option either by rectifying the fault or by replacing the goods. The place of subsequent performance is our registered office. The foregoing is without prejudice to the provisions of section 377 of the German Commercial Code (HGB). Goods which are the subject of a complaint shall be returned to us immediately on request.

Parts that have been replaced become our property.

If we have to rectify a defect, Purchaser shall bear all expenses (including without limitation costs of transport, travel, labour, and material) resulting from the fact that the purchased item has been transferred to a place other than the destination originally agreed on, unless such transfer is due the intended use of the purchased item.

Claims for compensation are governed exclusively by the provisions of Section 11(e) herein below.

- e) Unless provided otherwise herein below, and subject to the legal requirements having been met, we shall be liable for damages in the event of negligent breach of a material contractual obligation (fundamental breach of contract) on our part; provided, however, that our liability for damages is limited to compensation up to the amount of the typical and foreseeable damage incurred. Material contractual obligations are obligations the fulfilment of which is essential for the proper performance of the contract and the observation of which Purchaser may regularly rely on, as well as obligations the breach of which would jeopardise the achievement of the purpose of the contract.

Purchaser has a right to claim damages from us in accordance with the legal provisions and without restriction in the statutory amount, if such damages have been caused by us or by one of our legal representatives or vicarious agents and are based on:

- culpable injury to life, limb or health, **or**

- intentional or grossly negligent breach of duty, **or**
- mandatory legal provisions on liability (e.g. the Product Liability Act or data protection law), **or**
- breach of an obligation arising from an assumed procurement risk or a guarantee given.

Any other claims for damages against us, our legal representatives, or our performing agents or vicarious agents are excluded, whatever their legal grounds may be.

The legal provisions regarding the burden of proof remain effective.

12. Statutory limitation of claims based on defects

- a) Purchaser's claims based on material defects expire by limitation after one (1) year unless:
- (1) the goods delivered by us have been used in a building in accordance with their customary use and have caused the defectiveness of such building, **or**
 - (2) the defect was fraudulently concealed or is based on intentional breach of duty by ourselves or any of our legal representatives or performing agents, **or**
 - (3) such claims are based on warranties that we have given or on a supply risk that we have assumed, **or**
 - (4) such claims are claims for damages, **or**
 - (5) such claims are claims in accordance with section 445(a) of the German Civil Code.

In the cases mentioned in subsections (1) to (4) hereof the statutory limitation periods shall apply.

The statutory limitation periods also apply if the last contract in the supply chain relates to a purchase of consumer goods within the meaning of section 474 of the German Civil Code (including without limitation where the final purchaser, in his/her capacity as a consumer, buys an item from a merchant); in all other cases (i.e., without a consumer being involved as the final purchaser), the limitation period is fourteen (14) months.

- b) The legal provisions on suspension, interruption, and beginning and recommencement of the statute of limitations apply.
- c) The provisions in Section 12(a) to (c) hereof apply *mutatis mutandis*.

13. Order-related manufacturing equipment (provision of material); parts to be cast

- a) Order-related manufacturing equipment provided by Purchaser, such as models, templates, core boxes, moulds, casting tools, devices, and control gauges, shall be sent to us free of charge. We shall check the manufacturing equipment provided by Purchaser for conformity with the contractual specifications or drawings or samples handed over to us only if expressly agreed. We are entitled to modify manufacturing equipment provided by Purchaser if such modification appears necessary to us for reasons inherent to casting technology and if the work piece is not changed as a result.
- b) Purchaser shall bear the costs of modification, maintenance, and replacement of its manufacturing equipment.
- c) We shall handle and store the manufacturing equipment with the same level of care that we generally apply to our own affairs. We are not liable for accidental loss or deterioration of the manufacturing equipment. We are not obliged to take out insurance.
- d) The ownership of order-related manufacturing equipment made or procured by us on behalf of Purchaser passes to Purchaser upon payment of the agreed price or cost share. The handover of the equipment is replaced by our storage obligation. We shall store the equipment for a period of three years after the last casting. We are entitled to return to Purchaser, at Purchaser's expense and risk, any manufacturing equipment no longer required by us; if Purchaser does not comply with our request

to collect such equipment within a reasonable deadline, we are entitled to store such manufacturing equipment at the usual costs and to destroy it at Purchaser's expense after a warning setting a reasonable time limit for compliance. Unless there is good cause for early termination, Purchaser is entitled to terminate the storage arrangement no earlier than two (2) years after the passing of ownership. Item (c) herein above applies mutatis mutandis.

- e) If the use of manufacturing equipment that can only be used once results in scrap, Purchaser shall either provide new manufacturing equipment or bear the costs of replacement equipment, provided that such scrap does not result from wilful or grossly negligent breach of duty on our part.
- f) Purchaser shall supply parts intended for our use for casting in the correct dimensions and in perfect condition. Purchaser shall provide free replacement of parts that can no longer be used due to scrapping.

14. Confidentiality

- a) For the purposes hereof, "Trade Secrets" shall mean all financial, commercial, technical and legal information; information relating to the business, internal affairs, or employees or management, and other information (including documents, data, drawings, records and know-how) relating to the disclosing party which has in the past or will in the future directly or indirectly become known to the other party at the direct or indirect instigation of the disclosing party or from time to time in the course of the business relationship.
The above-mentioned information qualifies as Trade Secrets only if it has been identified as confidential upon disclosure or if it is identified as confidential within one (1) week of disclosure. If information is disclosed orally, it shall be identified as confidential within one (1) week of disclosure by notice given in writing or in text form.
- b) Each of the contracting parties shall use Trade Secrets disclosed to the receiving party only for the purposes jointly pursued by the contracting parties and shall keep the Trade Secrets confidential from third parties, using the same degree of diligence as that exercised with regard to its own documents and knowledge, and shall make Trade Secrets accessible only to those employees who require knowledge thereof for purposes of the cooperation and who have undertaken a duty of confidentiality. Third parties shall be granted access to Trade Secrets only with the prior consent of the disclosing party after entering into an appropriate non-disclosure agreement and only to the extent necessary for the execution of the business relationship between the disclosing party and the receiving party. Where Purchaser's Trade Secrets are concerned, Purchaser's prior consent is not required if we disclose to subcontractors engaged by us for performance of the contract with Purchaser any Trade Secrets necessary for performance that the subcontractors require to render their services to us.
- c) The obligation to keep confidential and use Trade Secrets on a need-to-know basis only in accordance with this agreement does not apply if and insofar the receiving party can prove that the Trade Secrets concerned

- (1) were known to the receiving party prior to disclosure thereof; or
- (2) were in the public domain prior to conclusion of the contract between the parties; or
- (3) have become public knowledge or were disclosed through no fault of the receiving party; or
- (4) were or are lawfully obtained from a third party without breach of a confidentiality agreement; or
- (5) were required to be disclosed under the law.

Gross negligence or intentional misconduct on the part of a vicarious agent of the receiving party shall be equated to gross negligence or intentional misconduct on the part the receiving party.

- d) After termination of the contract, the receiving party shall return to the disclosing party information that is subject to confidentiality or shall upon request delete and/or destroy such information, providing proof thereof to the disclosing party.
- e) The above obligation applies from the time the documents or knowledge have been first received and remains in force after termination of the business relationship.

15. Place of Performance; jurisdiction; governing law

- a) The place of performance for all obligations arising from the contract, including without limitation the place of subsequent performance, is at our registered office.
- b) If Purchaser is a fully qualified merchant within the meaning of commercial law or a legal entity under public law or a special fund under public law or if Purchaser has no general place of jurisdiction within Germany, the competent courts of Bielefeld have jurisdiction. If Purchaser's registered office is outside the Federal Republic of Germany, we are also entitled to pursue our claims against Purchaser at Purchaser's general place of jurisdiction.
- c) The contractual relationship is governed by German law, excluding rules referring to other jurisdictions (international private law) and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- d) In the event of contradictions between the German and the English version the German version shall prevail.

16. Severability

If any provisions stipulated by us or jointly negotiated should be or become wholly or partially unenforceable, invalid, or void, such provisions shall be deemed to be replaced by those legally permissible provisions that most closely approximate the intended meaning and economic purpose of the unenforceable, invalid, or void provisions.

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