



Terms and conditions of sale and delivery

I.

Scope of application / Exclusion clause

1. These terms and conditions apply only to businesses/entrepreneurs as defined in Section 14 of the German Civil Code (BGB) and to legal entities under public law or special funds under public law ("Customers").
2. Unless otherwise agreed in a specific case, the following terms and conditions apply exclusively to our services – including future, similar services. Any differing or additional terms and conditions of the Customer are not binding upon us, even if we do not expressly object to them. This also applies if the Customer has stipulated a specific form for such objection. These terms and conditions are deemed accepted no later than upon receipt of the goods or services. Deviating and additional terms and conditions require our prior written confirmation; they are binding only for the respective individual contract.
3. The subject of our services is the manufacture, processing, and delivery of our products, as defined in more detail in the order confirmation, within the meaning of Section 2 of the German Product Liability Act (ProdHaftG), which we hereinafter refer to as "Products."

II.

Contract conclusion / Special features of electronic legal transactions

1. Our offers are non-binding. Samples and brochures serve only as illustrative material. Consequently, drawings, illustrations, dimensions, weights, and other performance data in our contract documents are only binding if expressly agreed upon in writing beforehand.
2. We reserve all proprietary and copyright rights to offer content, proposed solutions, and other documents ("Documents") without restriction. These documents may only be made available to third parties with our prior written consent and must be returned immediately upon request if the order is not placed with us.
3. By ordering the goods, the customer makes a binding declaration of intent to purchase the ordered goods (contract offer). We are entitled to accept this contract offer within two weeks of its receipt. Acceptance may be made either expressly in writing or text form, or by dispatching the ordered goods.

4. Orders, as well as any additions or changes to an order, are only accepted once we have confirmed them in writing. Receipt of a delivery note or invoice by the customer, as well as the execution of the delivery, constitutes confirmation.
5. In electronic legal transactions, the confirmation of receipt of the order does not yet constitute a binding declaration of acceptance of the contractual offer, unless acceptance is expressly stated in the confirmation of receipt.
6. The customer is responsible for independently verifying their order and all contract documents for completeness, accuracy, and suitability for their intended purpose, including technical specifications and other requirements for our services, as well as the suitability of the supplied components and information for the specified service. The material designation (short name or material number), mechanical-technological properties, dimensions, and weight of the material must be precisely described in the order. The documents provided by the customer with the order form the binding basis for its processing. Subsequent changes will only become part of the contract if the customer expressly indicates their change request and we expressly agree to it in writing. Obvious errors, printing errors, calculation errors, spelling mistakes, and obvious, readily apparent miscalculations are not binding on us.
7. Oral agreements, amendments, and modifications to this contract require our prior written confirmation. Only individually negotiated agreements in written form pursuant to Section 126 of the German Civil Code (BGB) (i.e., signed by hand by our authorized representatives) take precedence over these terms and conditions, insofar as they contradict or supplement them. Agreements in text or electronic form pursuant to Sections 126a or 126b of the German Civil Code (BGB) take precedence over these terms and conditions only if we have expressly consented to their execution in this form. Otherwise, the written form requirement remains in effect. The commencement of order execution does not constitute implied consent in this respect. The same applies to exceptional cases where execution is based solely on oral agreements, which, in particular, do not establish any claim for the future.
8. Unless the customer expressly provides otherwise, we reserve the right to adapt our products to future standards. This includes, in particular, the composition of the materials used.

3.

Obligations of the customer

1. In the case of processing customer-supplied materials, the customer must provide the materials/parts to be processed/know-how and any other necessary information free of charge and in a timely manner by the agreed deadline. The customer must also provide any technical documentation required for processing free of charge and in a timely manner before processing begins.
2. The customer is responsible for ensuring that the components and information they supply are suitable for the timely and flawless execution of the order. If these components and information are defective, we are not liable for any resulting defects. The customer shall bear any additional processing costs and costs for unusable, already calculated work steps. If the components and information supplied by the customer prove unusable during processing for reasons beyond our control, we may demand payment for the portion of the service already rendered and any expenses not included in the service.
3. The customer is responsible for ensuring that the components and information they supply are suitable for the timely and flawless execution of the order. 3. Clauses 1 and 2 also apply if we are unable to perform our services on time due to a delay attributable to the customer. We are not liable for any resulting damages or consequential damages.
4. The customer is responsible for independently reviewing their documentation, including technical specifications and other requirements for our services, as well as the suitability of the provided components and information for the specified service. We are not obligated to conduct a separate review. If the customer provides requirements that we deem critical from a manufacturing perspective or infeasible, we will inform the customer and submit a counter-proposal. In this case, the customer is responsible for independently verifying the suitability of our proposed modification for their intended purpose. We assume no responsibility or liability whatsoever for the suitability of our proposed modification for the customer's intended use.
5. The customer is responsible for verifying the suitability of our proposed modification for their intended purpose. 5. If materials supplied by the customer prove to be unusable during processing or if unforeseen damage needs to be repaired, the customer shall reimburse us for the costs incurred.

4.

Subject to change and cancellation rights

1. We reserve the right to make changes to quantities or quality within customary trade practices.
2. We are entitled, but not obligated, to notify the customer of any changes pursuant to clause 1 in advance by means of a change request and to give them the opportunity to accept or reject the change.
3. If we have informed the customer in a timely manner and the customer does not agree to a justifiable change, we are entitled to withdraw from the contractual performance obligation without any associated obligations such as subsequent performance or damages.
4. Further rights under Section 313 of the German Civil Code (BGB) remain unaffected.
5. In the case of an existing single sourcing agreement with the customer, clauses 1 to 4 apply without restriction even in the event of a supplier change initiated by us. In these cases, a justifiable reason for a change of supplier, even without the supplier's consent, exists in particular, but not exclusively, if the change of supplier serves to avoid delay – also in the interest of the customer – and serves supply chain security.

V.

Prices / Partial deliveries / Payment terms

1. Our quoted prices are non-binding unless fixed prices have been expressly stated. The prices quoted are ex-works, excluding freight, insurance, and transport packaging, as well as VAT. The prices stated in our order confirmation plus the applicable statutory VAT are always binding.
2. Agreed prices are calculated based on the material and commodity prices, collectively agreed wages, and statutory and collectively agreed social security contributions applicable on the date of the contract conclusion. If these pricing factors increase before the contract is fulfilled—particularly in the case of exceptional increases in wages, raw materials, or other costs that were unforeseeable at the time of contract conclusion—we are entitled to a reasonable price adjustment. In any case, we are entitled to price increases if the customer requests our services more than three months after the contract conclusion or is unable to accept them for reasons attributable to the customer.
3. If an order consists of several partial deliveries, each delivery is considered a separate transaction. We are entitled to make partial deliveries to a reasonable extent without prior agreement.

4. Our invoices are due for payment within the agreed payment terms and deadlines after the invoice date. After the agreed payment deadline has expired, the customer is in default without further notice from the contractor. Confirmed prices for an order are non-binding for repeat orders of similar parts.
5. Acceptance of bills of exchange and checks is always subject to payment and without any guarantee of timely presentation or protest. We only accept bills of exchange with our prior written consent.
6. Payment is only considered complete when we have received the funds. In the case of payment by negotiable instruments, the acceptance of which we reserve the right to request in individual cases, payment is only considered complete when the instrument is honored.
7. The customer is only entitled to set-off if the counterclaim is undisputed or has been legally established.
8. Set-off also requires our prior written consent.
9. The statutory provisions of Sections 273 and 320 of the German Civil Code (BGB) apply to the exercise of the customer's rights of retention and refusal of performance, provided that the counterclaim underlying the right to refuse performance is undisputed, legally binding, or ready for adjudication.
10. If the customer is in default of payment under a contract with us for more than 15 days, has suspended payments, or if it becomes apparent after conclusion of the contract that our claim is jeopardized due to the customer's lack of solvency, all our claims under all contracts become immediately due and payable. Any deferral of payment or other postponement of payment—including that granted by acceptance of bills of exchange—terminates with immediate effect. If our contractual performance is still outstanding, we may demand advance payment or security.
11. The customer shall pay interest on any outstanding debt during the period of default at a rate of 8% above the base interest rate pursuant to Section 247 of the German Civil Code (BGB). We expressly reserve the right to claim further, specifically demonstrable damages for default.
12. Notwithstanding any contrary provisions of the customer, we are entitled to apply payments first to the customer's older debts. 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.

13. If the customer fails to meet their payment obligations, in particular if they suspend payments or if we become aware of other circumstances that call into question the customer's creditworthiness, we are entitled to declare the entire outstanding balance due and payable, even if we have accepted checks and bills of exchange. In this case, we are also entitled to demand advance payment or security.
14. The customer is only entitled to set-off, retention, or reduction, even if defects or counterclaims are asserted, if the counterclaims are acknowledged, legally established, or undisputed.

VI.

Performance time

1. Our written order confirmation is the sole basis for our performance obligations.
2. Delivery times, if agreed upon non-bindingly, are only approximate. Deadline days are always working days; Saturdays are not considered working days. Agreed deadlines begin upon conclusion of the contract. Should any details of the execution remain open that, in our opinion, require clarification, delivery deadlines will not begin until all details of the execution have been fully clarified. Deadlines and deadline changes will not begin until the customer has provided all necessary documents, including technical specifications, permits, approvals, materials, or other prerequisites essential for the execution of the contract, or until any agreed-upon down payment has been received in full.
3. Compliance with delivery deadlines is contingent upon the customer fulfilling their contractual obligations.
4. We reserve the right to timely and correct delivery to us by our own suppliers. This does not apply if we are responsible for the non-delivery or incorrect delivery, in particular if we have not concluded a congruent hedging transaction. We will inform the customer immediately if the product is unavailable and promptly refund any payments already made.
5. 5. We are entitled to make partial deliveries as well as to deliver before the delivery deadline, provided this is reasonable for the customer and/or customary in the trade.

6. Events of force majeure (such as, in particular, mobilization, war, acts of terrorism, riots, or similar events, e.g., strikes, lockouts, or pandemics, virus attacks, and other attacks by third parties on our IT system, provided these occurred despite adherence to the due diligence customary in protective measures) as well as other circumstances unforeseeable for us, in particular disruptions in procurement, manufacturing, or delivery, official orders, etc., at our company or our suppliers, release us from our obligation to perform for the duration of the disruption and a reasonable start-up period – even during an existing delay – unless the disruption was caused intentionally or through gross negligence by us, our legal representatives, agents, or subcontractors. Our right to withdraw from the contract in whole or in part with respect to the unfulfilled portion remains reserved. If delivery becomes impossible or economically unreasonable due to the aforementioned circumstances, we are released from our contractual obligations. In the case of a fixed-date transaction, the customer is entitled to withdraw from the contract. Claims for damages by the customer are excluded.
7. We will only be considered in default after receiving a written reminder from the customer following the due date.
8. We are liable for delays in delivery in accordance with statutory provisions, provided these delays are due to a willful or grossly negligent breach of contract on our part. If the delay in delivery is not due to a willful breach of contract on our part, our liability for damages is limited to the foreseeable, typically occurring damage. We are also liable in accordance with statutory provisions to the extent that the delay in delivery for which we are responsible is due to the culpable breach of a material contractual obligation. In this case as well, liability for damages is limited to the foreseeable, typically occurring damage.
9. Our obligation to perform is suspended as long as the customer is in arrears with any payment.
10. If shipment or delivery is delayed at the customer's request by more than one week after notification of readiness for shipment or acceptance, the customer may be charged storage fees of 0.5% of the price of the goods for each additional week or part thereof, up to a maximum of 5% in total. The parties remain free to prove higher or lower storage costs.
11. Should we be unable to receive delivery from our suppliers due to circumstances beyond our control, both the customer and we are entitled to withdraw from the contract. In this case, neither party is entitled to claim damages.

VII.

Shipping / Delivery quantities / On-demand delivery contracts

1. Deliveries are ex-works. We reserve the right to choose the shipping method unless the customer has given explicit instructions. In the event of transport damage, a legally binding damage report must be issued by the carrier or the railway company immediately upon receipt of the shipment.
2. When delivering strip material, over- or under-deliveries of 10% are standard practice in the industry due to the specific characteristics of the production process and are considered proper fulfillment of the delivery contract. The customer is obligated to plan accordingly when placing the order.
3. For contracts with ongoing delivery on demand, the call-off quantities and delivery dates must be communicated to us at the time of ordering. We are entitled to have the entire order quantity produced at any time during the delivery period unless expressly agreed otherwise. Once the entire quantity has been produced, subsequent changes to the ordered goods are not possible.
4. If a delivery period is not specified, we are entitled, in the event that the customer has not made a delivery within a period customary for delivery, to set a deadline for further delivery and, after its fruitless expiry, to demand acceptance and payment for the entire contract quantity.
5. If the customer has not provided explicit instructions regarding packaging and shipping, we reserve the right to choose the packaging and the shipping method.
6. Transport packaging must be returned to us in accordance with the Packaging Ordinance. Packaging material that is not subject to return under the Packaging Ordinance will be charged at cost; it will be taken back by us if returned freight prepaid.

VIII.

Retention of title / Protection of ownership and copyright / Entrepreneurial lien

1. We retain title to our products until full payment of all current and future claims arising from the entire business relationship, including all ancillary claims, and until all bills of exchange and checks issued have been honored. In the case of payment by check/bill of exchange, our retention of title does not expire upon the clearing of the customer's check, but only upon the clearing of the last refinancing instrument. In the case of a current account, the retained title serves as security for the outstanding balance. At our request, the customer is obligated to store and insure the goods delivered under retention of title in a special manner and must provide us with proof thereof upon request.

2. If the customer processes or combines our products with other goods not belonging to us, this is done on our behalf, free of charge and without any obligation on our part. In the event of processing, combining, or mixing our products with other products, we acquire co-ownership of the resulting new items in proportion to the invoice value of our products relative to the other products at the time of processing, combining, or mixing. The customer shall hold the newly created item in trust for us. The resulting co-ownership shall be considered reserved goods within the meaning of clause 1. If our ownership is extinguished by combining or mixing, the customer hereby assigns to us the ownership rights to the new product to the extent of the invoice value of our products and shall hold these in trust for us free of charge. Any co-ownership arising therefrom shall be considered reserved goods within the meaning of clause 1.
3. The customer is permitted to resell products owned or co-owned by us – even after further processing – within the scope of their ordinary course of business. However, he retains title to the goods until full payment of the purchase price. The buyer hereby assigns to us, subject to the condition precedent of their accrual, all claims against his customers arising from the resale of the goods; insofar as we only have co-ownership of the resold products, the buyer assigns the claim in accordance with our co-ownership share; we hereby accept this assignment. The buyer remains authorized to collect the claims assigned to us. However, he must remit the collected amounts to us immediately. We reserve the right to collect the claim directly from the third-party purchaser, who must be named to us for this purpose. If the third-party debt is higher than our claim, the claim against the third-party purchaser is only assigned to us to the extent that it corresponds to the value of our goods subject to retention of title. The buyer shall inform us if he engages in factoring. In this case, he shall refrain from all actions that jeopardize the security effect of our retention of title. In the event of a breach, the customer is liable for damages in accordance with statutory provisions.
4. Extraordinary dispositions, such as pledging and assignment by way of security, are prohibited. The customer must notify us immediately of any third-party access to our goods subject to retention of title or to a claim assigned to us, in particular attachments. The customer shall bear the costs of any necessary interventions.
5. At the customer's request, we are obligated to release the securities to which we are entitled to the extent that the value of the securities exceeds our claims by more than 10%.

6. Furthermore, the following applies:

- a. In the event of breaches of the customer's contractual obligations, in particular default or cessation of payments, as well as the commencement of insolvency proceedings, protest of a bill of exchange, or reasonable grounds to suspect that the customer is over-indebted or facing imminent insolvency, we are entitled to demand the return of the products that are our property or co-owned by us, or that we have transferred to the customer under retention of title. The customer is obligated to return the products. For this purpose, the customer irrevocably grants us access to its business premises. Upon assertion of the retention of title, the authorization pursuant to clause 3 above expires. The assertion of the retention of title and any seizure by us shall not be deemed a withdrawal from the contract.
- b. In such cases, the customer shall, upon our request, immediately send us a list of the receivables assigned to us pursuant to clause 3 above, stating the address of the customer and the amount of the receivables. Furthermore, the customer is obligated, upon our request, to notify the third-party debtor of the assignment and to provide us with the information and documents necessary to assert our rights.
- c. In the event of attachments, seizures, or interventions by third parties, the customer must notify us immediately. Upon demonstration of a legitimate interest, the customer must immediately provide us with the information and documents necessary to assert our rights against the third party.
- d. If the customer delivers items to us for processing, we have a statutory lien on them. The customer also grants us a contractual lien to secure all claims arising from the business relationship.
- e. We undertake to release goods subject to retention of title and claims assigned pursuant to clause 3 at the customer's request, subject to our right of selection, to the extent that the security value of the goods subject to retention of title or the claims assigned pursuant to clause 3 exceeds our claim. The security value corresponds to the purchase price/compensation less 20% for losses and costs of resale. Release is effected by transfer of ownership or reassignment.
- f. We reserve all proprietary and copyright rights to documents that the customer has received from us. The customer requires our express prior written consent before disclosing them to third parties. The customer must keep all documents and information arising from the business relationship confidential from third parties if we have marked them as confidential or if there is a clear interest in maintaining confidentiality. The customer is obligated to exercise the same diligence in assessing such documents as they would in their own affairs.
- g. We are the exclusive owner of all ownership, usage and other rights to all results (including all inventions, know-how, reports of tests, studies, developments, proposals, ideas, designs, suggestions, samples, models, templates, etc.) that we achieve in connection with any contractual relationship existing with us.

IX.

Warranty for defects / Statute of limitations

1. The product is free from defects if it conforms to the agreed-upon specifications. These specifications are defined in the written order confirmation, including all specifications, requirements documents, operating instructions, and other rules and guidelines mentioned therein. The content of the order is only relevant insofar as it corresponds to the content of the order confirmation.
2. We do not provide a general warranty for the quality or usability of the product, nor for the product retaining its quality for a specific period.
3. The customer is responsible for conducting a proper inspection upon receipt of the goods. Claims by the customer due to a defect in the product require immediate notification by the customer after delivery/acceptance in the case of obvious defects, and in the case of non-obvious defects, immediately upon discovery; the customer must also comply with all commercial obligations to inspect and report defects. Defects must be reported in writing and described precisely. The customer bears the burden of proof for all prerequisites for a claim, in particular the defect itself, the time of its discovery, and the timeliness of the notification.
4. The customer shall give us the opportunity to inspect any complaints regarding defects. If the complaint proves to be unfounded, the customer is obligated to reimburse us for the expenses incurred in the inspection.
5. Warranty claims against us are only available to the direct customer and are not assignable. In the case of a justified complaint regarding defects, we may, at our discretion, provide supplementary performance by repair or replacement. If supplementary performance fails after the customer has set a reasonable deadline, the customer may, at their discretion, demand a reduction in price or rescission of the contract. However, in the case of only minor non-conformity of the performance, in particular in the case of only minor defects, the customer is not entitled to rescission. The customer's claims for delivery of replacement material or for reimbursement of costs for its procurement are excluded. Without prejudice to any further claims on our part, in the case of an unjustified complaint regarding defects, the customer shall reimburse us for the expenses incurred in inspecting the alleged defect - if requested - and remedying it.

6. Claims based on a product defect expire one year after delivery of the product, unless the delivered product, in accordance with its usual purpose, has not been used for a building and has caused its defectiveness, or unless we caused the defect through intentional misconduct, or unless we have exceptionally provided a guarantee. The limitation period begins on the delivery date. If our technical data sheets are not followed, the warranty is void unless the customer proves that the reported defect is not due to these circumstances.
7. Liability for purely financial losses is limited to three times the purchase price of the delivery that caused the damage. Otherwise, any claim for damages is limited to the foreseeable, typically occurring damage according to the nature of the goods.
8. Liability for the suitability of the product with regard to its intended purpose, its proper design, compliance with safety regulations and construction specifications, and the suitability of the material is excluded, provided we are working based on corresponding specifications from the customer.
9. Returns not due to defects will only be accepted with our prior written consent. The return shipping costs are the responsibility of the customer.

X.

Liability

1. Our contractual liability for a defect in the product is governed by Section IX.
2. The following applies to our non-contractual liability and other claims of the customer that do not relate to our contractual liability:
 - a) We are liable in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent, as well as in cases of culpable injury to life, body, or health, in accordance with statutory provisions. However, in cases of gross negligence, our liability is limited to the foreseeable damage typical for this type of contract. Otherwise, we are only liable under the Product Liability Act, for the culpable breach of essential contractual obligations, or to the extent that the seller has fraudulently concealed the defect or assumed a guarantee for the quality of the delivered item. However, the claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for this type of contract.
 - b) The provisions of paragraph 2 a) above apply to all claims for damages (in particular, claims for damages in addition to performance and claims for damages in lieu of performance), regardless of the legal basis, including claims arising from defects, breach of contractual obligations, or tort. They also apply to claims for reimbursement of wasted expenses.



- c) The above provisions do not entail any shift in the burden of proof to the detriment of the customer.
- d) Our liability under the Product Liability Act remains unaffected by the above.
- 3. Any liability beyond that provided above is excluded. This applies in particular to claims for damages arising from culpa in contrahendo (fault in contract formation), other breaches of duty, or tortious claims for compensation for property damage pursuant to Section 823 of the German Civil Code (BGB).
- 4. The exclusion of liability also applies to claims for wasted expenses.
- 5. We are only responsible for our production process. Any further liability, e.g., for defective materials provided by the customer, is excluded.

XI. Code of Conduct

We have committed ourselves to complying with a Code of Conduct. Through our website, we offer employees, business partners, and third parties access to a secure mechanism to confidentially report potential legal violations, breaches of the principles of the Code of Conduct, and our whistleblower policy.

XII. Transfer of risk

- 1. The risk passes to the buyer as soon as the shipment has been handed over to the person carrying out the transport or has left our warehouse for dispatch, even if partial deliveries are made. This also applies if we carry out the delivery or have assumed shipping costs. If dispatch becomes impossible through no fault of ours, the risk passes to the buyer upon notification of readiness for dispatch.
- 2. If shipment is delayed due to circumstances attributable to the buyer, the risk passes to the buyer from the date the goods are ready for shipment. In this case, we are entitled to store the product at the buyer's expense and risk, at our discretion, and to demand payment of the agreed price.
- 3. All shipments, including any returns, travel at the buyer's risk. Unless the buyer provides written instructions, the shipping method, route, and packaging will be chosen at our discretion.



4. In the case of self-collection, the buyer must collect the goods immediately upon notification that they are ready for shipment. If the buyer fails to comply with this obligation within three business days of notification of readiness for shipment, we are entitled, at our discretion, to ship or store the goods at the buyer's expense and risk. Goods reported as ready for shipment will be invoiced as delivered. The risk passes to the buyer upon notification of readiness for shipment.

XIII. Reservation of performance

1. The customer shall strictly comply with all applicable national and international export regulations, obtain any necessary permits, and provide all information and documents required for export, transfer, or import into the respective country of delivery in a timely manner. Delays due to export controls or licensing procedures shall invalidate any agreed deadlines and delivery dates. In such cases, we and the customer shall mutually agree upon reasonable new deadlines. If the necessary permits are not granted within six calendar weeks following the delay, the contract shall be deemed void with respect to the affected parts. The customer's claims for damages are excluded in this respect and due to the aforementioned delay. We will provide the customer with the relevant contact points for further information upon request.
2. In the event of a culpable breach of clause (1) by the customer, the customer shall indemnify us upon first demand against any claims and compensate us for damages asserted against us by our supplier, our licensor, third parties, or governmental and/or international authorities or organizations. The same applies to damages and expenses incurred by us.
3. Our performance of this contract is subject to the condition that no obstacles arise due to German, US, or other applicable national, EU, or international foreign trade regulations, as well as no embargoes or other sanctions.

4. All deliveries by us are subject to the condition that the customer complies with all applicable foreign trade regulations of the European Union, Germany, and the United Kingdom, as well as any other applicable national regulations, when reusing or reselling the goods. This applies in particular to deliveries to Russia or Belarus, as well as to sanctioned persons and companies. In cases of doubt, we are entitled to request a corresponding end-use certificate from the customer. Until receipt of such a certificate, we are released from our obligation to perform. In the event of a breach of this obligation, the customer shall indemnify us against any third-party claims upon first demand. In this case, we are also entitled to terminate all existing contracts with immediate effect and to assert our statutory rights to damages.
5. All our obligations are subject to the condition of proper delivery to us by our suppliers. A corresponding declaration from our suppliers shall be considered sufficient proof that we are prevented from delivering through no fault of our own. Furthermore, we reserve the right to make allocations at our own discretion in the event of delivery difficulties with our suppliers.
6. We will inform the customer immediately of the unavailability and promptly refund any payments already made. The same applies if necessary export licenses are not granted or are unusable.

XIV.

Jurisdiction / Applicable Law / Final Provisions

1. Oral agreements, amendments, and modifications to this contract require our written confirmation.
2. Our Code of Conduct is always an integral part of the contractual relationship with the customer.
3. The place of performance is Altena.
4. In commercial transactions, Altena is agreed as the place of jurisdiction, as is the case if the customer has no general place of jurisdiction in Germany, has moved its registered office abroad after conclusion of the contract, or if the customer's registered office is unknown. We are also entitled to bring legal action at the customer's registered office.
5. German law shall apply exclusively; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. In the event of differing versions of the contract, the German version shall prevail.



6. The processing of the business relationship is supported by a data processing system. The customer's data required for contract processing, in particular name, address, and bank details, will be stored and processed for our own purposes. Notification pursuant to Section 33 of the German Federal Data Protection Act (BDSG) is hereby given.
7. The customer and we are obligated to treat all non-public commercial and technical details disclosed to each other through the business relationship as trade secrets. Drawings, models, templates, samples, and similar items may not be disclosed or otherwise made accessible to third parties. Reproduction of such items is permitted only within the scope of operational requirements and copyright regulations.
8. Should any of these provisions be or become invalid, the validity of the remaining provisions shall not be affected. In the event of the invalidity of one or more provisions, the parties are obligated to agree on a provision that is as economically and legally equivalent as possible to the invalid provision.

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