

## **1. General**

- 1.1 These General Terms and Conditions (GTCs) shall apply to all business transactions with the customer. In particular, these GTCs also apply to all future transactions, even if not expressly referred to.
- 1.2 These GTCs shall conclusively govern all business transactions with the customer. In particular, general terms and conditions of business of the customer (such as terms and conditions of purchase) shall not become part of the contract, regardless of whether they contain provisions that deviate from or supplement these GTCs. These GTCs shall be deemed to have been accepted at the latest at the time of acceptance of delivery of the goods or service.
- 1.3 There are no ancillary agreements hereto. Amendments, ancillary agreements and addenda to these GTCs shall require our written confirmation.

## **2. Offers, order confirmations, tools, drafts, excess deliveries or shortfalls in deliveries**

- 2.1 The scope and terms of the order are stated in our written order confirmation. Our offers are generally non-binding and subject to confirmation. If we have issued a binding oral or written offer in an exceptional case and if the customer has accepted that offer within the time allotted, our written order confirmation will also be binding, unless the customer has immediately objected to it.
- 2.2 All statements we make concerning the properties of our products in offers and order confirmations, as well as documentation enclosed with both, are provided in accordance with the currently valid GKV testing and evaluation clause for polyethylene films and in accordance with our technical terms and conditions of delivery. If, in addition, our offers and order confirmations are accompanied by documentation such as illustrations, drawings, specifications of dimensions and weights or samples, these shall only be binding if we have expressly designated them as such.
- 2.3 In case of obvious spelling and calculation errors in the offer or in the order confirmation, the parties shall be deemed to have contracted for what was intended, or, if this cannot be ascertained, what they would reasonably have agreed without the spelling and calculation error.
- 2.4 Payment of full or partial reimbursement or assumption of the costs for tools that have been specially manufactured for the execution of the customer's order shall not entitle the customer to ownership of the said tools. These shall always remain our property, regardless of any intellectual property rights of the customer to designs capable of intellectual property protection associated with these tools.

- 2.5 Documentation relating to our products, in particular drafts, information relating to compounds as well as drawings shall in all cases remain our property; the foregoing rule also includes intangible IP rights such as patents and copyrights, even if an order is placed. The right of use and duplication with respect to any of the foregoing is therefore exclusively vested in us. Should the drafts contain templates belonging to the customer, the above provisions are deemed to refer exclusively to the portion of the drafts designed by us. Archiving of printing materials: electronic print data for at least 5 years on data carriers, other printing material such as drafts, cliché plates and films for a maximum of 2 years in appropriate storage. After such period, the foregoing may be disposed of without charge and without the need for agreement with the customer.
- 2.6. Over or under deliveries may become necessary for technical reasons. Therefore over or under deliveries of +- 10% come. In the case of over deliveries, the order price shall increase and decrease correspondingly in the case of under deliveries.

**3. Outsourcing**

Production generally takes place in house. However, where we encounter reduced capacities or where further processing steps are necessary for the product, we may outsource production to approved external service providers.

**4. Customer's duty to inspect the goods**

- 4.1 The customer's contract with us is deemed to encompass solely the proper manufacturing of the goods. Inspection of the goods manufactured by us to determine whether they are fit for the customer's intended purpose, and specifically whether they are fit for packaging the products as intended by the customer, shall be the sole responsibility of the customer in every respect, particularly in relation to stability and functionality. Upon request, we are willing to provide the customer with sample materials for its inspections of the goods in light of its requirements; we reserve the right to charge the customer for this.
- 4.2 The customer must immediately indemnify and hold us harmless against all claims of third parties in connection with the trademarks, trade names, product presentation, advertising texts, product information and warnings etc. provided by the customer, if we infringe on the rights of third parties in this respect in the course of performing the customer's contract. If third parties should prohibit us from manufacturing and delivering the goods for the customer, in particular on the basis of intellectual property rights, we shall be entitled - without being obliged to examine the legal position - to cease any further activity in this respect and to claim damages under section 280 of the German Civil Code (BGB).

**5. Prices, payment periods, payment default, set-off**

- 5.1 The customer shall pay the price stated in the order confirmation, plus any additional costs shown and the statutory value added tax. Unless otherwise agreed, the price is deemed to be ex-works, exclusive of shipping, packaging and insurance.
- 5.2 Unless otherwise agreed, the amount stated in the invoice plus statutory value added tax must be paid within 10 days from the date of the invoice. After expiry of the payment period, the customer shall be deemed in default. The statutory provisions relating to the consequences of default will then apply. In case of default, we are entitled to call in the entirety of our claims under our business relationship with the customer. Notwithstanding any terms and conditions of the customer to the contrary, we are entitled to set off payments initially against the older debts of the customer and will inform the customer of the nature of the set-off that has taken place. Where costs and interest have already been incurred, we shall be entitled to apply payments initially to costs, then to interest and finally to the principal debt.
- 5.3 Payment will not be deemed to have been made until we are able to dispose over the funds. Bills of exchange and cheques are only accepted on account of performance and by agreement, bills of exchange will additionally only be accepted on condition that they are discountable. Discount charges will be calculated from the date of issue or submission at the then-prevailing rate.
- 5.4 Should we agree to payment of the purchase price in the form of a cheque/bill of exchange procedure (reverse bill of exchange), such cheque will only be accepted and cashed on account of performance. Our claim to the purchase price shall not expire until the bill of exchange has been honoured by the customer.
- 5.5 In the event of payment default by the customer, we shall be entitled to claim the statutory amount of interest on arrears (sec. 288 (2) BGB). Should we take out a bank loan that exceeds the amount of the claim, we may instead charge interest at the rate charged to us by the bank. The interest shall be set at a lower rate if the customer proves that the charge is lower; we shall be permitted to furnish proof of greater losses on our part.
- 5.6 The customer is only entitled to exercise set-off and retention with regard to similar claims where such claims are undisputed or have been adjudicated by res judicata judgment. For claims which are not of a similar type, the customer's right of retention shall be limited to claims of the customer under the same contractual relationship.
- 5.7 If a significant deterioration in the financial circumstances of the customer occurs after the order has been placed or if we only become aware of a previous deterioration in its financial circumstances after the order is placed, we shall be entitled, at our discretion, to demand either advance payment or the furnishing of security.

**6. Intellectual property rights, Recycling and Waste Management Act (Kreislaufwirtschaftsgesetz)**

- 6.1 The printing materials provided by us, such as drafts, drawings, cliché plates, films, printing cylinders and plates, shall remain our property, even if the costs thereof are reimbursed by the customer on a pro rata basis. However, in such cases, the customer shall be entitled to pay us compensation for our share of the costs in order to acquire ownership.
- 6.2 Should copyright and/or intellectual property rights become vested in us as a result of the development and processing of an order, such rights will not be conveyed along with the products as a result of the sale of the goods. This also applies if the customer pays part of the costs for the development work. In particular, we are also entitled to exploit such copyright and/or intellectual property rights in connection with contracts with third parties.
- 6.3 Unless otherwise agreed, we are entitled to affix our company logo or an identification number to the goods manufactured by us in a visible manner. When designing the goods, we will position these notices at an appropriate distance from any graphic design of the customer wherever possible.
- 6.4 A fee will also be payable for samples, sketches and drafts and other items which the customer has expressly ordered or commissioned, even if the principal contract for which the samples, sketches, and drafts, etc., were made is not concluded. Title to the foregoing shall pass to the customer at the time of payment of the fee.
- 6.5 After completion of the order, the customer shall be obliged to retake possession of the documentation provided to us and/or of working materials or resources that have become the property of the customer. If we ask the customer to retake possession and the customer fails to comply with this request within 4 weeks' time, then, after setting a period of grace and issuing a warning, we may destroy the documentation made available to the customer or which has become the property of the customer, in particular cliché plates etc. We are also entitled to exercise this right if we attempt to make demand on the customer to collect the documentation or materials but the customer cannot be reached at the address it provided to us at the time of placing the order and we provide proof that we have made an attempt to deliver to such address. The foregoing rule applies mutatis mutandis to customer-specific designed print forms that have been paid for in full or in part by the customer.
- 6.6 The customer is responsible for verifying whether the documentation provided by it breaches third party rights, in particular copyrights or intellectual property rights (designs, patents, utility models, trademarks). If claims are asserted against us by third parties based on infringement of copyrights and/or intellectual property rights or based on a violation of the Act against Unfair Competition due to the use, exploitation or reproduction of the documents and/or templates provided by the customer, the customer shall support us in defending against such asserted infringement and shall compensate us for all damages, including lawyers' fees and legal costs, which we incur as a result.

- 6.7 If, on behalf of the customer, we apply any symbol to the products under the Recycling and Waste Management Act (Kreislaufwirtschaftsgesetz) in accordance with the Packaging Ordinance (Verpackungsverordnung) - such as the "Green Dot" - the customer shall be deemed the "issuer" of the symbol under the Recycling and Waste Management Act in accordance with the Packaging Ordinance and must therefore pay the fees. Should the customer breach regulations of the Recycling and Waste Management Act (Kreislaufwirtschaftsgesetz) or the Packaging Ordinance (Verpackungsverordnung) and should a claim be brought against us as a result, the customer must reimburse us for all costs incurred in connection therewith.
- 6.8 If the packaging is service packaging filled with goods within the meaning of sec. 3 (1) (2) sentence 2 of the Packaging Ordinance (VerpackV) which typically accumulates on the premises of private end-consumers and which is placed on the market for the first time by the customer, the provisions of section 6.7 above shall then apply mutatis mutandis if the customer itself arranges for participation in a system.

The contractor will only assume the obligation in accordance with sec. 6 (1) sentence 2 and sec. 10 (3) VerpackV if the customer forwards a written request to the contractor for it to do so. In such case, the contractor must respond to the customer with a written confirmation of such written request.

Should the contractor assume participation in a system in accordance with sec. 6 (3) VerpackV and the submission of the declaration of completeness in accordance with sec. 10 (3) VerpackV, the customer shall reimburse the contractor in full for the resulting costs, these being the costs (including administrative expenses) for the use of the nationwide or regional system in accordance with sec. 6 (3) VerpackV (e.g. dual system) as well as the costs for submission of the declaration of completeness and - where required - the costs for applying the symbol of a nationwide or regional system such as the "Green Dot".

The costs of complying with the use of a nationwide or regional system, submitting the declaration of completeness, the associated administrative time and expense and – if requested - the costs of labelling with the symbol of a nationwide or regional system such as the "Green Dot" shall be shown separately on the invoice to the customer together with each delivery of the service packaging. This shall be based on the fee schedule used by the nationwide or regional system.

The contractor is free to adopt the nationwide or regional system of its choice.

- 6.9 In the event that the packaging is not accumulated in the territory of the Federal Republic of Germany but rather abroad and where the packaging thus does not have to be disposed of in accordance with the German Packaging Ordinance, Sec. V (6.7 to 6.8) shall not apply. Instead, the customer shall be responsible for disposal of the packaging in accordance with the applicable law of the country into which the packaging is imported.
- 6.10 In the event that the customer does not participate in the 'dual system', the customer shall be obliged to retake possession of the delivered packaging in accordance with the regulations of the Recycling and Waste Management Act, as defined in the latest version of the Packaging Ordinance, and to recycle it as prescribed in the Packaging Ordinance. In the event of a take-back obligation on our part under the Packaging Ordinance, the place of performance for the customer's return of the packaging is our company's registered office. Should the customer culpably breach the obligations assumed in sentences 1 and 2 and should this result in a fine being imposed on us for a breach of the Ordinance on the Avoidance of Packaging Waste

(Verordnung über die Vermeidung von Verpackungsabfällen), the customer shall be obliged to indemnify us and hold us harmless against such payment obligation. Where we already have paid the fine, the customer must reimburse us for the amount thereof.

## **7. Delivery periods, delivery delays, partial deliveries**

- 7.1 Statements made by the customer regarding the delivery period shall remain non-binding until we have expressly confirmed them, in the case of fixed dates indicated by the customer such confirmation must be in writing. If we confirm to the customer in our order confirmation a delivery date other than the one stated in the customer's order, the delivery date stated by us shall apply if the customer does not object within one week's time.
- 7.2 The delivery period shall begin to run on the day of our order confirmation. However, the delivery period shall not begin to run until such time as full clarifications of all details of the order have been made, and in particular until such time as the customer has provided all documents, approvals, releases and has made any agreed down payment. The delivery deadline can only be complied with if the customer complies with its contractual obligations. The delivery deadline shall be deemed to have been complied with if we have shipped the products or have given notice of readiness for dispatch prior to expiry of the delivery deadline.
- 7.3 Should we be prevented from providing the delivery due to force majeure, the delivery deadline shall be extended accordingly for the duration of the effects of force majeure plus a reasonable start up time. Unforeseeable circumstances for which we are not responsible which make the delivery unreasonably difficult or impossible for us shall be deemed the equivalent of force majeure. Examples of this include delivery delays on the part of designated sub-suppliers, labour disputes, measures of the authorities, lack of raw materials or energy, significant operational disruptions, for example due to destruction of the business as a whole or important departments, the breakdown of essential production facilities, unforeseeable levels of staff sickness or serious travel disruptions, for example due to road blockades, labour disputes in the transport industry, lack of energy or bans on driving or vehicular traffic. We will immediately inform the customer of the start and end of such circumstances. Should such circumstances persist for more than four months, both parties shall be entitled to rescind that part of the contract that has not yet been performed. Claims for damages on the part of the customer are excluded.
- 7.4 If we are responsible for exceeding a reasonable delivery period, default will not arise on our part until the customer has set a reasonable period of grace for us (which must be three weeks at a minimum) and such grace period has expired to no avail. Irrespective of fault on our part, the customer may rescind the contract following expiry of the grace period. The customer's right to assert claims for damages is excluded in cases of simple negligence on our part, unless the agreed delivery date is a fixed date which we have expressly confirmed.
- 7.5 We are entitled to make partial deliveries. We are entitled to issue partial invoices for partial deliveries. Payment periods will run separately for each partial delivery.

**8. Shipping, default of acceptance on the part of the customer**

- 8.1 Shipment is at the risk of the customer, even if we bear the costs. We are entitled, but not obliged, to take out transport insurance. The costs of transport insurance shall be borne by the customer. The risk is deemed to pass to the customer once the shipment has left our factory, also if partial deliveries take place or if we have assumed other services. Should the shipment be delayed for reasons for which the customer is responsible, the risk is deemed to pass to the customer upon our notification of readiness for dispatch.
- 8.2 Unless the customer has issued instructions to the contrary, we will determine the means and route of transport and the transport insurance, without this entailing any responsibility on our part for selection of the fastest or cheapest option.
- 8.3 Claims for damages due to defective packaging of the products, non-compliance with a packaging instruction or non-compliance with a shipping instruction are hereby excluded in cases of simple negligence on our part, other than in the exceptional case of a breach of an essential contractual obligation.
- 8.4 In case of damage to or loss of the products in transit, the customer must immediately arrange with the carrier for the preparation of a written damage report, failing which the customer shall have no right to assert warranty claims in cases of transport defects or losses.
- 8.5 If the customer culpably fails to accept products that have been reported as being ready for dispatch within the contractually agreed timeframe, we are entitled to store the products at the expense and risk of the customer and to request payment of the contract price. Alternatively, following the expiry of a reasonable period of grace, we are entitled to decline to perform the contract and to claim damages for breach.

**9. Acceptance, warranty**

- 9.1 Where, based on legal or contractual rules, our deliverables are subject to formal acceptance by the customer, formal acceptance shall be deemed to have been declared 14 days after the passage of risk to the customer.
- 9.2 All warranty claims of the customer in accordance with sec. 437 BGB shall be time-barred one year from the commencement of the statutory limitation period. Any minimum durability periods which the customer may specify shall have no effect on the warranty period. In particular, such statements by the customer shall not give rise to any extension of the warranty period.
- 9.3 The customer may not assert any rights based on minor defects of the goods. In all further and other cases, the customer may only request remediation. We shall be entitled to provide a replacement in lieu of remediation. The right of the customer to demand a replacement is hereby excluded; this applies in particular to products removed from the product range and for claims asserted after formal acceptance of the products. The right to refuse supplementary performance in its entirety, subject to the requirements set out in sec. 439 (3) BGB, shall remain unaffected by the foregoing.



- 9.4 A defect of our goods shall not be deemed present in the case of deviations which remain within the scope of sec. 2.2, in the case of variations in printing (in particular printing inks) which are a consequence of the materials or printing techniques used and are customary in the trade, in cases involving the consequences of improper storage by the customer or third parties. In particular, storage shall be deemed improper if the goods are exposed to solar radiation, in particular UV radiation, strong temperature fluctuations, humidity and exhaust fumes from overhead vehicles, which may have adverse impacts, and in the event of any other improper handling of the goods by the customer or third parties. Our obligation under an express warranty shall remain unaffected by the foregoing.
- 9.5 We disclaim all liability under any warranty if any defects of our deliverables are due to breaches of obligations or incorrect information on the part of the customer.
- 9.6 In case of a divisible contract performance, the warranty rights of the customer will be limited to the part concerned.
- 9.7 The assertion of claims for supplementary performance shall have no effect on payment obligations and payment periods, unless we acknowledge the claims for supplementary performance or they are adjudicated with res judicata effect. If this is not the case and the customer fails to perform its payment obligations or to perform them in time, our above-referenced obligations of supplementary performance shall be suspended until the payment obligations have been performed.
- 9.8 Where, prior to the customer's placement of the order, we have produced a test batch or similar on the basis of a corresponding order from the customer, this shall not constitute an assumption of a warranty within the meaning of sec. 443 BGB as to the properties of the future products. To the extent that deviations of the products from the sample batch constitute a defect, the customer shall thus only have the above-referenced rights.
- 9.9 Notwithstanding Section 13 of these GTCs, any claims for damages for defects on the part of the customer shall remain unaffected.
- 9.10 In case the supplementary performance fails, the customer could choose between an abatement or a rescission. Only with a slight infringement of contract, specially for slightly lacks the customer does not have a right of withdrawal. Same is for slightly meanderings of the delivered goods in colour or weight, variabilities of thickness and the dimensions according to the GKV-rules, regarding the stability of fadeless or waterproofed dyestuff, the migration of dissoluble paraffin dyestuff or binding material and other similar migration appearance and all consequences, and as long as the bags or other manufactures error rate is lower than 2 % of the delivered amount. The GKV-rules, which we provide in case of requirement, are a cogent part of these sales terms and delivery conditions.
- 9.11 The foregoing is without prejudice to secs. 478, 479 BGB.



10. **Retention of title**

- 10.1 If we do not acquire at least a co-ownership share in the products manufactured by us in an amount corresponding to the ratio of the value of the manufacturing costs incurred by us plus the value of the filling goods and other materials provided by us to the value of the entire products following their manufacture, the customer hereby conveys to us a co-ownership share equal to the amount set out above.
- 10.2 The delivered products shall remain in our ownership or co-ownership until the customer has paid all such claims as we have or may have against it now and in future. In cases involving the cheque/bill of exchange procedure, products delivered to the customer shall remain in our ownership until the customer has also honoured the bill of exchange.
- 10.3 As to products in which we have retained ownership title or co-ownership title, the customer may process these in the ordinary course of business unless it is in payment default or has suspended payments. In cases of processing, it is hereby agreed now and in advance that we shall acquire a co-ownership share in the new items created through such processing corresponding to the value of the goods subject to retention of title or to the value of our co-ownership in the products in relation to the value of the other processed objects. The customer shall store the new items created through the processing for us. The same shall apply if the customer mixes, commingles or combines the products to which we have retained title or co-ownership with other items, in particular with other similar products.
- 10.4 The customer may sell the products in which we have retained title or co-ownership or in relation to which we are entitled to co-ownership in accordance with the subparagraph above in the ordinary course, unless the customer is in payment default or has suspended its payments. The customer may not pledge the goods or assign them by way of security. Sale of the products abroad is only permitted with our prior written consent. Should the customer sell the products, it is deemed to assign to us, now and in advance, its rights against its own customers, together with all ancillary rights, security interests and retentions of title to which it is entitled under the sale until it has settled all of our claims. We may demand that the customer informs its customers of the assignment and provides us with all information and documents necessary for collection. However, the customer is permitted to collect the claims it has assigned to us, provided that it is not in payment default and/or has not suspended payments. If the customer's claims from the resale of the products subject to retention of title are included in a current account, the customer hereby assigns to us, now and in advance, its claim for payment from the respective balance / the recognised balance, namely in an amount which includes claims from the resale of the products subject to retention of title. Where we are only entitled to a co-ownership share in the sold products, the assignment referred to above shall only apply in an amount equal to our co-ownership share. Should products in relation to which we have retained title or co-ownership or in relation to which we are entitled to co-ownership in accordance with the subsection above be sold together with other products for a total price, the assignment referred to above shall only apply to the sum of the invoice value of the products manufactured by us.

- 10.5 The customer shall notify us immediately by the fastest possible means and object if the products subject to retention of title or other items or claims to which we are entitled are attached by third parties or if there is a risk of any other type of impairment. The necessary documentation must be attached to the notification. Any costs incurred by us as a result of such incidents must be reimbursed to us by the customer.

**11. Retention of title in export transactions**

- 11.1 If, in the case of deliveries abroad, certain actions or measures are required by us in the importing country in order for the above-referenced retention of title or the other rights specified therein to become effective, the customer must inform us thereof and carry out such actions or measures at its own expense.
- 11.2 Should the laws of the importing country not permit retention of title, but permit the seller to reserve other rights in relation to the subject-matter of delivery, we shall be entitled to exercise all rights of this type. To the extent that equivalent security for our claims against the customer is not attained as a result of the foregoing measures, the customer shall be obliged to provide us with other security interests in relation to the delivered products or other collateral at its own expense.

**12. Deliveries to third countries (countries outside the EU)**

- This information shall be deemed cancelled if there is a change in the law at the time of delivery.
- 12.1 The goods and services (contract performance) are subject to the proviso that there are no obstacles to performance present under national or international export control regulations, in particular embargos or other sanctions. The customer shall be obliged to provide all information and documentation necessary for the export or shipment. Delays due to export checks or approval procedures are deemed to render deadlines and delivery times invalid. If required permits are not issued or if the goods and services are deemed ineligible for a permit, the contract shall be deemed not to have been concluded in relation to the affected portions thereof.
- 12.2 The supplier is entitled to terminate the contract without notice, should such termination be necessary for the supplier to comply with national or international legal rules.
- 12.3 In the event of termination, the customer is not entitled to assert claims for damages or other rights based on the termination.
- 12.4 The customer must comply with the applicable rules under national and international (re-)export control laws when transferring the goods, products (including hardware and/or software and/or technology and associated documents, regardless of the manner of provision) or the works and services provided by the supplier, including any form of technical support, to third parties in Germany and abroad.
- 12.5 Origin and customs tariff numbers may still change up until the time of delivery.

- 12.6 In the case of deliveries to a third country, the customer shall pay all customs duties, import sales taxes, other import duties and all other fees and costs incurred in connection with the import of the delivery items. This also includes costs arising from embargoes or other sanctions imposed by the third country. If claims are made against the seller by customs authorities, tax authorities or other government agencies in connection with the import of the delivery items from the third country, the customer shall indemnify the seller against any resulting claims, fines, costs and damages.

**13. Prohibition on assignment**

The assignment of claims to which the customer is entitled under the business relationship with us is prohibited.

**14. Liability**

- 14.1 Claims for damages on the part of the customer are excluded. We are therefore not liable for damage that has not occurred to the delivery item itself; in particular, we are not liable for lost profits or other financial losses of the customer.
- 14.2 The exclusion of liability in sec. 14.1 shall not apply in cases of intentional and grossly negligent acts, to claims under a warranty, to claims in accordance with secs. 1, 4 of the German Product Liability Act (Produkthaftungsgesetz), in cases of injury to life, limb or health or in cases of slight negligent breach of essential contractual obligations.
- 14.3 However, in a case of slight negligent breach of essential contractual obligations, liability shall be limited to one million euros. Beyond the foregoing limit of liability above, our liability shall be limited to the extent of our insurance coverage. All insured events of the insurance year are to be taken into account when determining the scope of the insurance coverage. Where the customer is an entrepreneur, secs. 14.1 and 14.2 shall also apply in case of grossly negligent acts on the part of simple vicarious agents.
- 14.4 To the extent that our liability is excluded or limited herein, this shall also apply to the personal liability of our employees, workers, staff, representatives, vicarious agents and suppliers.

**15. Exercise of the customer's rights**

- 15.1 Where the customer has set us a reasonable deadline for performance or supplementary performance pursuant to 281, 323 BGB and the deadline has expired to no avail, the customer must inform us in writing within two weeks of receipt of a corresponding written request as to whether it intends to claim damages in lieu of performance or resile from the contract as a whole.
- 15.2 Should the customer fail to provide such notification in a timely manner, the rights under secs. 281, 323 BGB will not apply.

**16. Place of performance, jurisdiction**

- 16.1 The place of performance for all deliveries and payments is 74731 Walldürn-Altheim, Germany.
- 16.2 Jurisdiction for all disputes, including actions arising from cheques and bills of exchange, is vested in the courts of 68159 Mannheim, Germany, if the customer is a registered businessman, a legal entity under public law or a public law special fund or if there is no proper forum for the customer in the Federal Republic of Germany. We are also entitled to bring an action in the courts located at the customer's place of business.

**17. Choice of law**

The law of the Federal Republic of Germany shall apply to all legal relationships between ourselves and the customer. The parties hereby exclude any application of the United Nations Convention on the International Sale of Goods (CISG).

**18. Partial invalidity**

- 18.1 Should any individual provisions of these GTCs be or become invalid in full or in part or should these contain a contractual gap, the validity of the remaining provisions shall not be affected thereby.
- 18.2 In lieu of the invalid provision, the parties shall be deemed to have agreed to a valid provision corresponding to the meaning and purpose of the invalid provision. In the event of a gap, a provision shall be deemed to be agreed which corresponds to what would have been agreed, in light of the meaning and purpose of these GTCs, if the matter had been considered from the outset. The foregoing shall also apply if the invalidity of a provision is based on a measure of performance or time that is standardised in these GTCs; in such cases, a legally permissible measure of performance or time which comes as close as possible to what was intended shall be deemed to replace what was agreed.

**19. Technical terms and conditions of delivery under the GKV as part of these GTCs**

In addition to these GTCs, our technical terms and conditions of delivery under the GKV also apply.

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