

# PELGER

Drahtgurte und Architekturgewebe

## Terms & Conditions PELGER GMBH

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## 1. General Provisions

- 1.1 The following conditions only apply to commercial transactions between Pelger GmbH, Im Feldchen 8, D-56335 Neuhäusel, (hereinafter "Seller") to entrepreneurs within the meaning of § 310 Para. 1 BGB (hereinafter "Buyer"). The Seller's products are intended exclusively for commercial use and not for end consumers suitable.
- 1.2 The following conditions apply to all agreements between the seller and the buyer as well as deliveries and offers from the seller to the buyer. Deviating conditions of the buyer, which are not expressly recognized in writing by the seller for the individual case, are not valid, even if they are not expressly contradicted. Deviating or supplementary agreements require a written agreement to be effective. Unless otherwise agreed, deviating or supplementary regulations only apply to individual cases.
- 1.3 Insofar as reference is made in the order confirmation or in correspondence to customary contractual formulas, the "International Rules for the Interpretation of Customary Contractual Formulas" (Incoterms) shall be applied; these shall take precedence over any conflicting provisions of these AVB.
- 1.4 Insofar as further pre-formulated contractual conditions are included in the contractual relationship on the part of the seller, such as data sheets and the like, these only apply in the current version and in addition to the always overriding, subsequent conditions of the General Terms and Conditions, or are in agreement - to interpret mood with these.

## 2. Offer, Placement of Order

- 2.1 The seller's offers are subject to change and non-binding unless they have been expressly qualified as binding or fixed by the seller.
- 2.2 If the buyer's order qualifies as an effective and binding offer to conclude a contract (possibly also the buyer's electronic order in an intranet system developed by him), the seller can accept this offer within 2 weeks. A purchase contract only comes into effect when the seller confirms the order in writing. Only the written order confirmation from the seller commits the seller to the buyer.
- 2.3 If the seller expressly qualifies an offer as binding or firm, he is for a period of 10 days after submission of the offer, unless explicitly agreed otherwise between the parties is agreed.
- 2.4 Orders for the delivery of the desired products (of new production or from stock) must contain information that clearly informs the seller of at least the following points:
  - a) reference to a possible offer (correspondence, visit, sending of price lists, etc.),
  - b) quantity and dimensions,
  - c) Item designation with reference to any known order number,
  - d) intended conditions of use for the product, desired material properties
- 2.5 The fundamental right to delivery call-offs requires prior written agreement. Delivery call-offs and their changes and additions must be in writing. In the case of call-off orders, deliveries are made after written call-off by the buyer. In the event that a call-off period expires without a call-off, the seller is entitled to send the goods made available for call-off to the buyer and to invoice them.
- 2.6 Information on the object and scope of the delivery or service (e.g. weights, dimensions and technical data) and representations of the same (e.g. drawings and illustrations) are only approximately relevant service descriptions or quality specifications and are not assured properties or guarantees for the condition of the goods. Guarantees for the quality of the goods are only given in writing by the seller and must be explicitly designated as such.
- 2.7 The seller reserves the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as "confidential". Before passing them on to third parties, the buyer requires the express written consent of the seller.

- 2.8 The presentation of goods on the Internet does not represent an offer, but a non-binding invitation to the customer to place an order.
- 2.9 Delivery dates given in the manufacturer's order confirmation are expected delivery dates and are subject to change. Due to production bottlenecks, supply bottlenecks for raw materials, open queries or missing production approvals after drafting of the design for custom-made products, no fixed delivery dates can be agreed by the manufacturer.
- 2.10 This contract is a work contract. The provisions of §§ 631 ff of the German Civil Code apply in addition to this contract.
- 2.11 Our prices are subject to the current material prices and the applicable alloy surcharges. Prices may vary by the day due to fluctuating raw material list prices as well as additional alloy surcharges.

### 3. Transfer of Risks

Risk and danger pass to the buyer:

- 3.1 if the goods are to be dispatched by the seller, with loading onto the means of transport selected by the seller ex works or warehouse of the seller from which the dispatch of the goods to the buyer begins, without prejudice to recourse against the commissioned carrier. This also applies if the seller has assumed the shipping costs and other costs of delivery and installation;
- 3.2 in the case of goods to be collected by the buyer from the seller's works or warehouse, with notification of the availability at the seller's factory or warehouse from which the goods are to be collected. The same applies if acceptance or delivery is postponed by the buyer and the seller takes care of the separation at the given point in time or if the seller is released from his obligation to deliver within the meaning of Section 4.10 of these conditions.
- 3.3 Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.

### 4. Delivery

- 4.1 The delivery period begins on the date of the order confirmation. However, the delivery period does not begin before all details of the execution of the order have been clarified and all other requirements to be met by the customer have been met. The exception of the unfulfilled contract remains reserved. The same applies to delivery dates.
- 4.2 Deliveries before the delivery date has expired are permissible. Partial deliveries are permitted unless the buyer has an obvious interest in not receiving partial deliveries.
- 4.3 The seller is entitled, but not obliged, to combine several orders into one delivery, unless the buyer has an obvious interest in receiving partial deliveries.
- 4.4 Delivery periods and dates as well as service periods and dates are always only approximate unless a fixed period or a fixed date has been agreed (fixed transaction). If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the freight forwarder, carrier or other person or company commissioned with the transport. Otherwise, the timely readiness for dispatch is sufficient to meet delivery deadlines and delivery dates, provided that the buyer has been notified of this.
- 4.5 In cases of force majeure and other disruptive events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds [including machine breakdown], difficulties in procuring materials or energy, transport delays, strikes, lockouts, shortage of workers, energy or raw materials, official measures) for which the seller is not responsible and which make the delivery or service significantly more difficult or impossible for him, the seller's obligation to fulfill the contract shall lapse if the delivery hindrance is only temporary, for the duration plus one reasonable lead time. If it lasts longer than two weeks, unless otherwise agreed, buyer and seller have the right to withdraw from the contract without either party being able to assert claims for damages in this regard.
- 4.6 This applies accordingly in the event of difficulties in obtaining the necessary official approvals, e.g. import licenses or approvals, regardless of whether the seller would have been able to recognize these difficulties at the

time the contract was concluded.

- 4.7 The seller must inform the buyer immediately in writing that and for what reasons the temporary hindrance or impossibility of delivery has occurred.
- 4.8 If such a hindrance relates to a due delivery that is part of a contract for several consecutive deliveries, the right of withdrawal only applies to the due deliveries, but not to future deliveries.
- 4.9 If the seller has already completed part of the order at the time of such a temporary or permanent delivery hindrance, the buyer is obliged to accept the completed goods on the agreed terms. This does not apply if the buyer has no legitimate interest in partial performance and is entitled to withdraw.
- 4.10 If the seller is contractually obliged to transport the goods and is unable to do so due to the events described in Section 4.5, the seller is released from the delivery obligation for the duration of the hindrance. The seller must inform the buyer immediately and make the goods available to him separately at the seller's premises or in another warehouse for collection.
- 4.11 If the aforementioned events make the delivery or service impossible through no fault of the seller, he is released from the delivery obligation without the buyer being able to claim damages

## 5. Delay or Omission to Accept

- 5.1 If the buyer fails to collect the goods after they have been made available or postpones delivery when due, the seller is entitled to store the goods at the buyer's expense or to charge storage costs, even if the seller stores the goods in its own warehouse.
- 5.2 If the buyer asserts an event for which he is not responsible, such as the events described in Section 4.5 of these AGB, then the seller can withdraw from the contract after a period of 2 weeks without either party being able to do so can assert claims for damages.
- 5.3 If the buyer cannot refer to such an event, the seller can withdraw from the contract after the period of 2 weeks and demand compensation.
- 5.4 If such a hindrance relates to part of a contract with several consecutive deliveries, the right of withdrawal and the claim for damages only apply to the deliveries that are due and not to future deliveries.

## 6. Basis for Invoicing

- 6.1 If after the conclusion of the contract, but before shipment, freight costs, insurance costs or public charges and levies (e.g. customs, import/export fees) are newly introduced or increased, the seller is entitled to charge such additional charges, even in the case of carriage paid or duty paid delivery added to the agreed price.
- 6.2 Invoicing for all products takes place according to the billing method shown in the respective order confirmation. The seller is entitled to change its billing methods without express notice.
- 6.3 Unless explicitly stated otherwise, all prices are stated in EURO and represent net prices plus statutory sales tax. In the case of collection deliveries with a foreign destination, the seller is entitled to invoice the statutory value-added tax and to demand its compensation as long as the buyer has not proven that the goods have been exported from the Federal Republic of Germany. The sales tax will be refunded to the buyer after proof of export from the Federal Republic of Germany has been provided by means of suitable documents.

## 7. Payment

- 7.1 Salespeople and representatives of the seller are only entitled to collect the invoice amounts if they are expressly authorized to do so by the seller.
- 7.2 Risks and costs of payment: The risks and costs associated with the transmission of the invoice amount are borne by the buyer.
- 7.3 Checks offered will only be accepted by the seller on the basis of a special agreement and only on account and with the proviso that the due date of the purchase price claim is not affected. However, for the time being, the seller undertakes not to assert the corresponding claim through legal action, unless the check fails to settle the claim due to its non-payment. The seller undertakes to present the check within 4 weeks; the buyer bears the risk of non-payment.
- 7.4 The seller only accepts offered bills of exchange on the basis of a special written agreement and only on account of performance and with the proviso that the due date of the purchase price claim is not affected. Bills of exchange can only be accepted if they are properly taxed and eligible for rediscount. Their acceptance is subject to submission and protest. Credit notes for bills of exchange and checks apply subject to receipt and less the bill of exchange charges and expenses with the value date of the day on which the seller can dispose of the equivalent value. If the seller accepts bills of exchange, the buyer bears the costs of the bill of exchange and the costs of any discounting.
- 7.5 Payment must be made 10 days after the invoice date unless otherwise agreed. After the deadline, the buyer is in default, unless he can prove that the seller has not yet fulfilled his contractual obligations. If the buyer is in default of payment, he has to pay interest on the money owed in the amount of the statutory interest rate applicable to commercial transactions (currently 8% with reference date of 01.11.2008) above the base rate. We reserve the right to assert further claims for damages.
- 7.6 If, after the conclusion of the contract, the seller becomes aware of facts about the buyer's inability to pay, in particular about a significant deterioration in the financial situation (e.g. due to foreclosure, insolvency, cessation of payments, business termination, pledging or security transfer of goods, inventories or receivables or if the buyer fails to pay due invoices several times despite reminders), the seller can, if the facts are likely to jeopardize the claim for consideration, refuse performance and call in all claims against the buyer from the business relationship. The right to refuse performance does not apply if the counter-performance has been effected or security has been provided for it.
- 7.7 The seller can set the buyer a reasonable period of time in which the buyer has to effect the counter-performance or provide security at his choice step by step against the performance. After the unsuccessful expiry of the period, the seller can withdraw from the contract.

## 8. Reservation Of the Right of Ownership

Insofar as the following provisions do not conflict with the rules of public order in the buyer's country, particularly in the area of insolvency law, the following shall apply in the absence of written agreements to the contrary:

- 8.1 The seller retains ownership of the goods delivered by him until full payment of all Claims of the seller against the buyer from the business relationship.
- 8.2 The buyer can install these goods in his own production machines for a temporary purpose, process them further or resell them before full payment within the framework of proper business management. The buyer is not permitted to make any other disposals, in particular pledging or granting security property.
- 8.3 The connection of the goods with an essential part of a piece of property, e.g. with the buyer's production machines, may only be carried out by the buyer prior to full payment for a temporary purpose, so that the goods

only become apparent components of the property within the meaning of § 95 BGB, see above that the retention of title according to the provisions of this § 8 of the AVB is retained even after connection. The seller will deliver the goods after full payment of all claims of the seller against the buyer from the business relationship, so that the apparent part property can subsequently be revoked.

- 8.4 Processing or transformation of the goods, which are the subject of the retention of title, is carried out for the seller within the meaning of § 950 BGB, but without new obligations arising for the seller as a result. If, together with such goods, other products that do not belong to the buyer are processed into a new item or inseparably mixed, the seller acquires co-ownership of the new items in accordance with the value of the goods to which the retention of title extends. The buyer keeps ownership or co-ownership of the redesigned reserved goods free of charge for the seller. Upon request, the buyer is obliged at any time to provide the seller with the information relevant to the pursuit of his ownership or co-ownership rights.
- 8.5 The buyer assigns to the seller all claims, including securities and ancillary rights, arising from the resale of the processed or unprocessed goods that are wholly or partially subject to the retention of title, specifically to compensate for the retention of title that has become null and void as a result of the resale as security for the seller up to the value of the goods subject to retention of title. At the request of the seller, the buyer must inform his customer of this assignment.
- 8.6 If the buyer includes claims from the resale of the goods subject to retention of title in an existing current account relationship with his customer, he already assigns the balance or final balance recognized in his favor to the seller in the amount of the amount anticipated upon conclusion of the purchase contract with the seller, which corresponds to the total amount of the claims from the resale of the reserved goods entered in the current account relationship.
- 8.7 The buyer is obliged to inform the seller immediately if he intends to assign claims from the resale of the goods delivered by the seller or goods to be delivered to third parties or has already assigned them. This applies in particular in the event that agreements have been made with these third parties with the content of real or fake factoring, through which the under no. 8.1 to 8.6. listed security rights of the seller could be impaired. In the case of false factoring, the seller is entitled to withdraw from the contract whose security rights are or would be affected and to demand the return of goods that have already been delivered. The same applies in the case of real factoring if the buyer cannot freely dispose of the purchase price according to the contract with the factor.
- 8.8 The seller is obliged to release the securities to which he is entitled at the request of the buyer insofar as the realizable value of the securities exceeds the claims to be secured by more than 20%; The choice of securities to be released is incumbent upon the seller.
- 8.9 The Buyer must insure the goods subject to retention of title against loss and damage, in particular against fire and theft. Claims of the buyer against the insurance company from a case of damage affecting the reserved goods are assigned to the seller in the amount of the value of the reserved goods in anticipation upon conclusion of the contract.
- 8.10 The buyer must immediately inform the seller in writing of any measures taken by third parties that are contrary to the retention of title, e.g. seizure of the goods that are the subject of the said retention.

## 9. Customer Complaints, Material Defects

- 9.1 The buyer or the recipient designated by him must check the goods immediately after receipt of the goods at the destination in accordance with the requirements of Section 377 HGB. This also applies if a declaration of conformity is handed over.
- 9.2 The commencement of negotiations by the seller regarding the defects reported by the buyer merely represents the attempt at an amicable agreement. This is not to be seen as a tacit waiver by the seller of the objection to the late notification of defects.
- 9.3 Admissibility: Complaints are only effective if they are received in writing and the following deadlines are

observed:

- a) Immediately after discovery, but at the latest within 3 working days after receipt of the goods at the destination in the case of transport damage. Externally recognizable damage to the goods and their packaging must be documented immediately by the buyer in a suitable manner on the shipping documents. This documentation itself is not considered a complaint, but only serves to limit the time at which the damage occurred.
- b) Immediately after discovery, but at the latest within 5 working days after receipt of the goods at the destination if the delivery obviously deviates from the order in terms of quality/type or quantity or if exceptionally assumed guarantees for quality are not fulfilled;
- c) Immediately upon discovery, but no later than within 14 days of receipt of the goods at destination in the case of defects or irregularities that can be detected by superficial inspection or simple inspection;
- d) Immediately after discovery, but at the latest within 1 year after receipt of the goods at the destination in the case of defects or irregularities that can only be proven after a thorough examination, through a test or through normal machine throughput.
- e) If, due to the special circumstances of a third-party transaction, the buyer is unable to lodge a complaint within the previously specified deadlines despite best efforts and appropriate general information to the end customer about the deadlines to be observed, the buyer can request in writing the extension of the above deadlines by a maximum of additional ones request 14 days.

- 9.4 If the buyer fails to make a formal and timely complaint, the goods are deemed to have been approved. The punctual dispatch of the notification by the buyer is decisive for compliance with the deadline. The buyer bears the full burden of proof for all prerequisites for a claim, in particular for the defect itself and its existence at the time of the transfer of risk, for the time the defect was discovered and for the timeliness of the notice of defects.
- 9.5 If a part of the goods is found to be defective, the buyer is obliged to immediately investigate the extent to which the goods are defective. The determination of a defective part of the goods cannot justify a complete rejection of the goods.
- 9.6 There is a defect if the item does not have the contractually agreed quality, if it is not suitable for the use stipulated in the contract and/or does not have a quality that is usual for items of the same type and that the buyer has by the nature of things can be expected. The samples only indicate the quality of the subject matter of the contract and do not represent a guarantee (§ 276 BGB) or quality guarantee (§ 443 BGB).
- 9.7 Insofar as the Seller has followed the special instructions given by the Buyer during the manufacture of the products, in particular the order regarding the materials to be used, the Buyer shall be responsible for the quality of the products resulting from this order. In such a case, the seller shall not be liable for the suitability of the products for the use stipulated in the contract and/or that they have a certain quality with regard to the instructions carried out by the buyer. The seller will inform the buyer if the seller has reason to doubt that the material used is at all suitable for the use intended by the buyer.
- 9.8 The rights of the buyer from material defects are initially limited to supplementary performance. The supplementary performance is carried out at the discretion of the seller by eliminating the defect or delivering a defect-free one Matter. The seller is not liable for any costs arising from the fact that the goods are a has been taken to a place other than the place of performance.
- 9.9 If the supplementary performance fails, the buyer is entitled, after a grace period of 10 working days to withdraw from the contract, to reduce the purchase price, or - in the event of fault on the part of seller - to demand damages according to clause 10.
- 9.10 If the buyer asserts material defect claims against the seller based on public statements made by the seller or his agents, particularly in advertising or when labeling certain properties, the buyer bears the burden of proof that the statement was causal for the order . We are not liable for statements made in advertising by third parties.
- 9.11 Claims for defects by the buyer become time-barred within one year after the transfer of risk. The statute of limitations in the event of a delivery recourse pursuant to §§ 478, 479 BGB remains unaffected.
- 9.12 If the buyer had to take back the sold, newly manufactured item from a consumer as a result of its defectiveness or the buyer's customer has reduced the purchase price, the statutory rights of the buyer in the event of defects shall apply without the restrictions on warranty rights specified in this provision, with the exception of claims for damages (§ 478 BGB).
- 9.13 The seller is entitled to conclude the contract of carriage subject to the General German Forwarder Conditions

(ADsP). If the risk has passed to the buyer, the seller is entitled to pass on the costs incurred to the buyer. The seller is not liable for transport damage if the risk has passed to the buyer. In this case, any claims arising from the contract of carriage against the carrier are to be settled exclusively between the buyer and the carrier. Any claims of the seller against the carrier from the contract of carriage are assigned to the buyer in anticipation, who accepts this assignment upon conclusion of the purchase contract. The seller is liable for transport damage, provided that the risk has not passed to the buyer as follows, limited to the General German Forwarder - Conditions (ADSp); in section 23 ADSp, these limit the legal liability for damage to goods according to § 431 HGB for damage in the custody of a forwarding agent to € 5.00/kg; in the case of multimodal transport, including sea transport, to 2 SDR/kg and also to EUR 1 million or EUR 2 million or 2 SDR/kg for each claim or event, whichever amount is higher. Section 27 ADSp does not apply as a waiver of liability within the meaning of Article 25 Montreal Convention.

- 9.14 Before further processing the goods, the buyer must check whether the goods delivered, which correspond to the specifications, are actually suitable for the intended use. Should the buyer fear or discover that a) the goods are not suitable for the intended use and/or b) the goods are defective and/or c) in the opinion of the buyer in connection with the nature of the goods at the further processing problems will arise, further processing of the affected goods may only take place with the express written consent of the seller. If the goods are further processed by the buyer without the seller's written consent, the goods are deemed to have been approved.
- 9.15 The seller is not liable for defects in the item or any consequential damage if the defect and/or consequential damage was caused by improper storage or further processing such as chemical cleaning or coating. If in doubt, the buyer must explicitly ask the seller about appropriate storage and/or further processing.
- 9.16 The buyer is obliged to return a product from the seller that he has already used and that is in a new one Application is to be used, to test in advance for this application.
- 9.17 If the seller becomes aware that the delivered goods are not suitable for the use intended by the buyer or that there is a risk of consequential damage to devices for further processing, the seller will inform the buyer of this. The buyer is then entitled to assert the claims to which he is entitled under Section 9.8 of these conditions. If the buyer uses the goods despite being aware of the dangers communicated by the seller, the seller is not liable for any resulting damage, as this could have been avoided by the buyer.

## 10. Liability and Compensation for Damages

- 10.1 The seller is liable for damages, regardless of the legal reason, only for damages insofar as these are based on intent or gross negligence on the part of the seller's organs and executive employees or on the fact that other employees and/or vicarious agents of the seller perform their duties essential to the contract intentionally or through gross negligence;
- 10.2 In the case of simple negligence, the seller is only liable for damages, regardless of the legal reason, if their organs and/or executives and/or other employees and/or vicarious agents in the performance of their duties fulfill essential contractual obligations that endanger the achievement of the respective purpose of the contract, have hurt.
- 10.3 The liability of the seller, managerial staff, other employees and/or vicarious agents is limited to the contractually typical, foreseeable damage in the event of damage caused by gross or simple negligence. Liability for unforeseeable excess risks is excluded.
- 10.4 Compensation claims due to indirect damage, in particular due to lost profits, are in each case excluded.
- 10.5 The limitations of liability do not apply to personal injury.
- 10.6 The seller is not liable under this contract to third parties for damages that arise in connection with the fulfillment of the obligations of this contract by the seller, managerial staff, other employees and/or vicarious agents. The buyer shall permanently indemnify the seller against such third-party claims upon first request.
- 10.7 The limitations of liability do not apply to claims under the Product Liability Act.
- 10.8 Insofar as the buyer, instead of compensation for damages, instead of performance, demands reimbursement from



the seller for the expenses that he made in reliance on receiving the service (§ 284 BGB), these expenses are limited in amount to such expenses, that a reasonable third party would have done.

## 11. Manufacturing Tolerances

The Buyer must inform himself before every order about the currently applicable manufacturing tolerances, through personal access or application for access to the details about manufacturing tolerances, which can be found on the offers, order confirmations or through personal request.

## 12. Other Properties

For all other technical properties not specified above, the seller is not liable for minor deviations, provided that the delivered goods are suitable for the intended use at the time of the order.

Such properties are e.g.:

- Surface finish
- Material quality
- Temperature properties
- Chemical cleaning
- Discolouration due to thermal processing methods
- Surface changes due to mechanical stress due to further processing

The customer undertakes to inform the manufacturer of special requirements and properties when inquiring and placing an order. If there is no written information about the exact requirements for the product, the manufacturer is not liable for deviations. Written information may not be provided about the general terms and conditions or the customer's purchasing conditions.

## 13. Force majeure

Pelger GmbH is not liable for events of force majeure that make contractual performance significantly more difficult for Pelger GmbH or that temporarily impede or make impossible the proper execution of the contract and for which Pelger GmbH is not responsible. Force majeure includes all circumstances independent of the will and influence of the contracting parties, such as natural disasters, government measures, official decisions, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other industrial unrest, confiscation, embargoes or other circumstances that are unforeseeable, serious and not the fault of the contracting parties and occur after the conclusion of the contract. If one of the contracting parties is prevented from fulfilling their contractual obligations due to force majeure, this is not considered a breach of contract and the deadlines specified in the contract or based on the contract will be extended appropriately according to the duration of the obstacle. The same applies if Pelger GmbH is dependent on the advance performance of third parties and this is delayed. Each contracting party will do everything in its power that is necessary and reasonable to reduce the extent of the consequences caused by the force majeure. The contracting party affected by the force majeure shall immediately notify the other contracting party in writing of the beginning and end of the impediment. As soon as it is established that the force majeure lasts longer than 6 months, each contracting party is entitled to terminate the contract by registered letter.

## 14. Final Provisions

- 14.1 The assignment of claims to which the buyer is entitled from the business relationship against the seller is excluded, with the exception of monetary claims within the meaning of § 354 a HGB.
- 14.2 The Buyer has a right of retention or set-off only with regard to counterclaims that have been legally established or are undisputed.
- 14.3 The seller is entitled to offset, this also applies in the event that the mutual claims are in different currencies. The exchange rate is the officially determined middle rate on the Frankfurt exchange on the day of the statement of offsetting.
- 14.4 The place of performance for all deliveries and payments is the registered office of the seller's branch with which the Buyer settles the contract.
- 14.5 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, including actions on bills of exchange and checks, is the registered office of the seller's branch with which the buyer is processing the contract. The seller can, at his choice, also file a suit at the seat of a branch of the buyer, which is in any case partially involved in the execution of the contract.
- 14.6 The parties may agree that disputes in connection with the purchase agreement shall be settled by arbitration.
- 14.7 For these terms and conditions and the entire legal relationship between the contracting parties, German law applies exclusively, as it would apply to domestic merchants, in particular excluding the provisions of the uniform UN sales law.

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