



Last updated: November 2024

General Terms and Conditions for the Sale of Goods and the Provision of Services

1. Scope of application

- 1.1 These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") apply to all our business relations with our customers (hereinafter referred to as "Customer(s)"). The GTCS shall only apply if the Customer is a trader (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.
- 1.2 The GTCS shall apply to contracts for the sale and/or delivery of movable goods and digital products (hereinafter referred to as "Goods"), irrespective of whether we produce the Goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). In addition, the GTCS shall apply to the production of a work (Section 631 BGB) and provision of services (Section 611 BGB) as well as other deliverables in return for payment (hereinafter referred to as "Services") to the Customer. Unless otherwise agreed, the GTCS in the version applicable at the time of the Customer's order or, in any case, in the version last communicated to the Customer in text form shall also apply as a framework agreement for similar contracts in the future, without us having to refer to them again in each individual case. The Customer agrees to the applicability of the GTCS at the latest with the unconditional execution of the delivery of the Goods or the provision of the Services.
- 1.3 Our GTCS apply to the exclusion of all others. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that we have expressly consented to their applicability. This requirement of consent shall apply in any case and even, for example, if we carry out the delivery to the buyer without reservation in the knowledge of the buyer's general terms and conditions.

2. Conclusion of contract

- 2.1 Our offers are without obligation, unless they are expressly marked as binding or expressly contain binding promises or were otherwise agreed upon as binding. They are invitations to place an order. The Customer is bound to its order as a contract offer for 14 calendar days – in the case of electronic orders 5 calendar days – after submission of the order, unless the Customer must regularly expect a later acceptance by us (Section 147 BGB). This also applies to repeat orders by the Customer.
- 2.2 A contract is only concluded – even in the course of current business transactions – when the Customer's order has been confirmed by us in writing or in text form by way of an order confirmation within the binding period pursuant to clause 2.1. Our order



confirmation is only valid under the condition that any outstanding payments of the Customer are settled and that a credit check of the Customer carried out by us without delay does not return a negative result. In case of delivery or performance within the binding period of the Customer's offer, our order confirmation can be replaced by our delivery or performance, with the receipt of the dispatch notice or the receipt of the deliverable being decisive.

3. Delivery time and default in delivery for purchase contracts and contracts for the production of a work

- 3.1 Binding delivery dates and deadlines must be agreed expressly and in text form. Non-binding or approximate delivery dates and deadlines will be met to the best of our ability.
- 3.2 Periods for delivery and/or performance shall commence upon receipt of the order confirmation by the Customer, but not before all commercial, technical and logistical details of the execution of the order have been fully agreed between the Customer and us and all other prerequisites to be fulfilled by the Customer for the delivery/performance have been met in full, in particular any agreed down payments or securities, and any necessary acts of cooperation have been provided in full by the Customer. The same applies to delivery and/or performance dates. If the Customer has requested changes after the order has been placed, a new reasonable period for delivery/performance shall commence upon confirmation of the changes by us. A reasonable period for delivery/performance is one that takes into account any preparatory acts required to ensure readiness for delivery/performance brought about by the change – e.g. in the form of procurements or subcontracted deliveries – in addition to the remaining period of delivery/performance.
- 3.3 Deliveries before the expiry of the delivery time are permissible. The day of delivery is determined as follows: in the case of an obligation to be discharged at the place of the debtor, the day of notification of readiness for dispatch; in the case of an obligation to be shipped, the day of dispatch of the Goods; in the case of an obligation to be discharged at the place of the creditor, the day of delivery at the agreed place of delivery.
- 3.4 In the absence of an agreement to the contrary, the Customer's interest in the delivery of the Goods or the performance of the Services shall only lapse if we do not deliver or perform essential parts or if we deliver or perform with a delay.
- 3.5 In the event of a delay, the Customer must first grant us a reasonable grace period of at least – unless unreasonable – 14 calendar days for delivery or performance. If the grace period expires to no avail, damages due to breach of duty – for whatever reason – may only be claimed in accordance with the provisions in clause 11.

4. Transfer of risk and default of acceptance for purchase contracts and contracts for the production of a work

- 4.1 As a general rule, Goods are delivered ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Customer, the Goods will be shipped to another destination (sale to destination). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging).



- 4.2 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer no later than upon delivery. However, in the case of sale to destination to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall pass to the Customer upon delivery of the Goods to the forwarding agent, the carrier or any other person or organisation designated to carry out the shipment. An acceptance of performance is decisive for the transfer of risk, and the statutory provisions of the law on contracts for the production of a work (*Werkvertragsrecht*) shall apply, unless otherwise agreed in these GTCS. If the Customer is in default of acceptance, this shall be deemed equivalent to a delivery or acceptance.
- 4.3 If the Customer is in default of acceptance, fails to carry out an act of cooperation or if our delivery is delayed for other reasons for which the Customer is responsible, we are entitled to demand compensation for the resulting loss or damage, including additional expenses (e.g. storage costs). For this we charge a lump-sum compensation of 0.5% of the order value per calendar week and a maximum of 5% in the event of final non-acceptance, starting with the delivery date or – in the absence of a delivery date – upon notification that the Goods are ready for dispatch or a request to accept the Goods. Our right to prove that a larger loss has been incurred and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum shall be offset against further monetary claims. The Customer retains the right to prove that no loss or only a significantly lower loss has been incurred.
- 5. Change in performance, material and release for purchase contracts and contracts for the production of a work**
- 5.1 We reserve the right to change the specification of the Goods and Services to the extent that legal requirements make this necessary, provided that this change does not result in a deterioration in quality and usability for the usual purpose and, in the event that suitability for a particular purpose has been agreed, for this purpose.
- 5.2 We are furthermore entitled to deliver Goods with deviations as to colour, material thickness and design, which are customary in the trade, as long as functional and qualitative criteria agreed with the Customer or legally required are fulfilled. This applies in particular to requirements according to EN ISO 20471 (class 2) and OEKO-TEX Standard 100. Such Goods shall be deemed to comply with the contract.
- 5.3 Prior to series production of Goods, we will prepare a binding proof (e.g. a record of the company logo, part number, etc.) on the basis of jointly agreed formal, qualitative and content-related requirements, which must be approved by the Customer in writing and in good time before the start of production. We are only responsible for deviations in the final product if the print result deviates from the proof by more than is usual in the industry.
- 6. Prices and terms of payment**
- 6.1 Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax.



- 6.2 In the case of sale to destination (clause 4.1), the Customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.
- 6.3 Unless otherwise agreed with the Customer, the price for the Goods or Services is due and payable within 14 calendar days of invoicing and delivery or acceptance. However, we are entitled at any time, even in the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We will declare a reservation to that effect no later than with the order confirmation.
- 6.4 Upon expiry of the above payment period, the Customer shall be in default. During the period of default, interest shall be charged on the price at the statutory default interest rate applicable at the time. We reserve the right to claim additional loss or damage caused by the default. In dealings with business persons, our claim to the commercial interest on maturity (Section 353 HGB [German Commercial Code]) remains unaffected.
- 6.5 The Customer shall only be entitled to set-off or retention rights insofar as its claim has been upheld and declared unappealable by a court of law or is undisputed. In case of defects in the delivery or performance, the Customer's counterclaims remain unaffected.
- 6.6 If it becomes apparent after conclusion of the contract (e.g. by an application to commence insolvency proceedings) that our claim to payment of the price is at risk due to the Customer's lack of ability to pay, we are, in accordance with statutory provisions, entitled to refuse performance and – where applicable, after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of contracts for the production of non-fungible items (custom-made products), we can declare our withdrawal immediately; the statutory regulations regarding the dispensability of setting a deadline remain unaffected.

7. Price adjustment

- 7.1 We are entitled to unilaterally increase the remuneration in the event of an increase in material production costs and/or material and/or product procurement costs, wage and incidental wage costs, social security contributions as well as energy costs and costs due to environmental regulations and/or currency regulations and/or changes in customs duties and/or freight rates and/or public charges if these directly or indirectly influence the goods production or procurement costs or costs of our contractually agreed performance and if there are more than 4 months between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded insofar as the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the aforementioned factors in relation to the total cost for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the Customer by way of a price reduction.
- 7.2 If the new price is 20% or more above the original price due to the aforementioned price adjustment right, the Customer is entitled to withdraw from contracts that have not yet been completely fulfilled. However, the Customer can only assert this right immediately after notification of the increased price.



8. Retention of title in the event of a sale of goods

- 8.1 We reserve title to the Goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
- 8.2 The Goods subject to retention of title may not be pledged to third parties or transferred by way of security until the secured claims have been paid in full. The Customer must inform us in writing, without undue delay, if an application is made to commence insolvency proceedings or if third parties seize the Goods belonging to us (e.g. by way of attachment).
- 8.3 If the Customer acts in breach of contract, in particular if it fails to pay the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Goods on the basis of the retention of title. The demand for return does not imply a simultaneous declaration of withdrawal; instead, we are entitled to demand only the return of the Goods and to reserve the right of withdrawal. If the Customer does not pay the due purchase price, we may only assert these rights if we have previously set the Customer a reasonable grace period for payment to no avail or if the setting of a grace period may be dispensed with according to the statutory provisions.
- 8.4 Until revocation according to clause 8.7, the Customer is authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- 8.5 The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our Goods; we are deemed to be the producer of such products. If, in the event of processing, mixing or combining with Goods of third parties, the third party retains its right of ownership, we shall acquire joint ownership in the ratio of the invoice values of the Goods that have been processed, mixed or combined. Apart from that, the resulting product is subject to the same rules as the Goods delivered subject to a retention of title.
- 8.6 The Customer hereby assigns to us by way of security all claims against third parties arising from the resale of the Goods or the product, in total or in the amount of our joint ownership share, where applicable, in accordance with the above paragraph. We hereby accept the assignment. The obligations of the Customer laid down in clause 8.2 shall also apply with regard to the assigned claims.
- 8.7 The Customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Customer fulfils its payment obligations to us, does not lose the ability to pay and we do not assert the retention of title by exercising a right in accordance with clause 8.3. However, if this is the case, we can demand that the Customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Customer's authority to resell and process the Goods subject to retention of title.



- 8.8 If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Customer's request.

9. Force majeure and upstream supplies

- 9.1 If, for reasons beyond our control, we do not receive goods or services from our suppliers in accordance with the quantity and quality agreed with the Customer in our delivery or performance agreement, which we require for the provision of the contractual Goods or Services owed, or do not receive them correctly or in time, despite having proper and sufficient supplies prior to conclusion of the contract with the Customer (congruent supply), or if events of force majeure of not inconsiderable duration (i.e. lasting longer than 14 calendar days) occur, we shall inform our Customer in text form in good time. In this case, we are entitled to postpone the delivery or performance for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that we have complied with the above obligation to provide information and have not assumed the procurement risk according to Section 276 BGB or given a delivery or performance guarantee. The following shall be considered force majeure: war, mobilisation, riots, natural disasters, epidemics, pandemics, strikes, lockouts, official interventions through no fault of our own, unavoidable shortages of energy and raw materials, transport bottlenecks or hindrances through no fault of our own, operational hindrances through no fault of our own – e.g. due to fire, water and machine damage – and all other hindrances which, from an objective point of view, we are not responsible. Events of force majeure are only relevant for the purposes of this clause 9 if they either occur after conclusion of the contract or have occurred before conclusion of the contract, but we were not aware of them and are not responsible for our lack of awareness.

- 9.2 If a delivery and/or performance date or a delivery and/or performance deadline has been bindingly agreed and if the agreed delivery date or the agreed delivery deadline is exceeded due to events in accordance with clause 9.1, the Customer is entitled to withdraw from the contract with regard to the unfulfilled part after a reasonable grace period, which is usually 4 weeks, has expired to no avail; the dispensability of setting a deadline in accordance with Sections 323(2), 326(5) BGB shall remain unaffected.

10. Claims for defects of the customer for purchase contracts and contracts for the production of a work

- 10.1 Unless expressly agreed otherwise, we grant a warranty in relation to defects for a period of 12 months, calculated from the date of transfer of risk, or, in the event of refusal by the Customer to accept or take delivery, from the date of receipt of the notice that the item is ready for collection. This shall not apply to claims for damages arising from a guarantee; the assumption of a procurement risk within the meaning of Section 276 BGB; claims due to injury to life, limb or health; fraudulent, wilful or grossly negligent acts; the breach of essential contractual obligations (i.e. obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely) or if in the cases of Section 478 BGB (recourse in the supply chain with the consumer as the end buyer), Section 438(1) no. 2 BGB (erection of buildings and supply of items for buildings) and Section 634a(1) no. 2 BGB (building defects) or, in



other cases, a longer limitation period is mandatory by law. Section 305b BGB (priority of individually agreed terms) remains unaffected. The above provision does not imply a reversal of the burden of proof.

- 10.2 The place of performance for subsequent performance in the case of delivery of Goods is always our registered office; this shall not affect the statutory provisions on bearing the costs of subsequent performance.
- 10.3 When selling Goods, we do not assume any liability for public statements made by the producer or other third parties (e.g. advertising claims) which the Customer has not pointed out to us as being decisive for its purchase.
- 10.4 In the case of the sale of Goods, the claims for defects of the Customer who is a business person for purposes of the German Commercial Code (HGB) require that the Customer has fulfilled its statutory obligation of examination and notification of defects (Sections 377, 381 HGB). In the case of building materials and other Goods intended for installation or other further processing, an examination must, in any case, take place immediately before processing. If a defect is discovered during delivery, examination or at any later time, we must be notified of this in writing without undue delay. In any case, obvious defects shall be reported in writing within 3 working days of delivery and defects that are not visible during examination shall be reported in text form within the same period from the time of their discovery. If the Customer fails to carry out the proper examination and/or report defects, our liability for the defect not reported or not reported in time or not properly is excluded according to the statutory provisions.
- 10.5 If the delivered Goods are defective, we may initially choose whether to provide subsequent performance by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance subject to statutory requirements remains unaffected.
- 10.6 We are, in any case, entitled to make the subsequent performance owed conditional on the Customer paying the price due. However, the Customer is entitled to retain a part of the price which is reasonable in relation to the defect.
- 10.7 The Customer shall only have claims for damages or compensation for futile expenses in accordance with clause 11, even in the case of defects, and such claims are otherwise excluded.

11. Liability and indemnity

- 11.1 Subject to the following exceptions, we are not liable, in particular not for claims of the Customer for damages or reimbursement of expenses – regardless of the legal grounds.
- 11.2 The exclusion of liability laid down in clause 11.1 does not apply: (i) for our own intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by our legal representatives or vicarious agents, (ii) for the breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the Customer may regularly rely, (iii) in the case of injury to life, limb and health even if caused by legal



representatives or vicarious agents, (iv) in the case of the assumption of a guarantee and (v) in cases of mandatory liability according to statute.

- 11.3 The exclusion of liability laid down in clauses 11.1 and 11.2 shall also apply to breaches of duty committed before the time of conclusion of the contract. Our liability for such pre-contractual breaches of duty is excluded or limited to the same extent as our liability would have been excluded or limited if the breach of duty had only been committed after conclusion of the contract. To this extent, therefore, the Customer waives any claims for compensation to which it may be entitled and which have already arisen, and we hereby accept this waiver.
- 11.4 If we or our legal representatives or vicarious agents are only guilty of slight negligence, we shall be liable, except in the case of clause 11.2 (iii), (iv) and (v), only for typical and foreseeable loss or damage and not for indirect damage, loss of profit, loss of production and loss of use.
- 11.5 Except in the case of clause 11.2 (i), (iii), (iv) and (v) and in cases of higher liability amounts that are mandatory in accordance with statute, liability is limited to the amount of the contractually-owed remuneration. Any further liability is excluded.
- 11.6 The exclusions or limitations of liability of the above clauses 11.1 to 11.5 shall apply to the same extent in favour of our corporate bodies, employees and other vicarious agents.
- 11.7 Except in the case of clause 11.2, the regular limitation period pursuant to Section 195 BGB for claims of the Customer is reduced to one year.
- 11.8 The provisions in this clause 11 do not imply a reversal of the burden of proof.
- 11.9 The Customer shall be obliged to indemnify us against all claims by third parties for damages and expenses, including the statutory legal fees, which we incur from a culpable breach of its obligations under these GTCS within the limitation period. Section 254 BGB (contributory negligence) remains unaffected. The Customer shall inform us without undue delay if third parties assert claims against it which are covered by the above indemnification obligation and shall give us the opportunity to defend the asserted claim as far as possible given the circumstances of the individual case. The Customer is obliged to provide us, without undue delay, with all information available to it on the relevant facts in full and in text form. Possible claims beyond this remain unaffected.

12. Ownership of production and advertising materials, intellectual property rights

- 12.1 All documents, advertising material and other products which are handed over to the Customer within the scope of the contract in addition to the contractual item owed or which are created or acquired by us for purposes of order processing remain or become our property as soon as they are created. Models, stencils, templates, samples, tools and other means of production may only be used for deliveries to third parties with our prior written consent. The Customer shall safeguard our ownership in the aforementioned materials free of charge, treat them with care, protect them from access by third parties and inform us without undue delay if third party infringements occur and who is responsible for them. Unless otherwise agreed, the Goods shall be returned no later than after our deliveries or Services have been provided.



- 12.2 The Customer is not granted any right to use rights to the materials mentioned in clause 12.1. If the Customer has acquired rights of its own (e.g. trademark rights) through the use of the materials, it is obliged to transfer these rights to us.

13. Subcontractors

- 13.1 We are entitled to use subcontractors (e.g. for translations, illustrations, multimedia productions, print productions).
- 13.2 Our obligations from the contracts with the Customer remain unaffected by this.

14. References and competitors

- 14.1 We will include the Customer's company name and logos in our reference list after termination of the contract, unless and until the Customer prohibits us from doing so in writing.
- 14.2 The Customer agrees that we may also work for companies that are in a competitive relationship with the Customer.

15. Confidentiality

- 15.1 The Customer is obliged to maintain secrecy of confidential information. Confidential information are business secrets as defined in Section 2 no. 1 GeschGehG (German Act on the Protection of Business Secrets), all financial, technical, legal and tax-related information, and information concerning our business activities or companies affiliated with us in accordance with Section 15 AktG (German Stock Corporation Act), including data and records, as well as secret expertise, i.e. identifiable information, in which there is an explicit or implied interest in maintaining secrecy, which is accessible only to a narrowly defined group of persons, which can be objectively individualised and which has a commercial value and which is provided to the Customer by us in connection with the business relationship, provided that these: (i) if provided in writing or electronically, are marked as confidential information, are described as such or are clearly recognisable as such for the Customer in another way; or (ii) if provided verbally or visually, are declared to be confidential information by us when they are provided and are subsequently summarised by us to the Customer in writing or in text form. This summary shall be sent to the Customer within 14 calendar days of its release to the Customer and shall be marked "confidential information", with the date of receipt being decisive. The obligation of confidentiality applies in any case and independently of the above provisions regarding information concerning our prices, services, advertisements and sales promotions.
- 15.2 The obligation of confidentiality does not apply to such information which was demonstrably already known to the Customer at the time of its notification, which is publicly accessible or for which there is a legal obligation of disclosure.
- 15.3 In case of doubt, the Customer shall be obliged to obtain our prior consent in text form as to whether or not a certain fact is to be kept confidential.
- 15.4 The Customer is obliged in writing to place its staff members (including freelancers), suppliers and other third parties, which it employs for the fulfilment of the contract, under the obligation to comply with the obligations according to this clause 15.



15.5 The Customer must refrain from commercially exploiting or copying the confidential information any way (in particular by means of “reverse engineering”) either by itself or from having it exploited or copied by third parties, and from registering – in particular in relation to confidential information or based on it – any intellectual property rights and in particular trademarks, designs, patents or utility models.

15.6 The Customer may only advertise the business relationship with us with our prior written consent.

16. Non-assignment clause

16.1 The Customer is not entitled to assign its claims from the contractual relationship with us to third parties.

16.2 The prohibition under clause 16.1 does not apply to monetary claims arising from a legal transaction that is a commercial transaction (*Handelsgeschäft*) for both parties.

17. Severability clause

17.1 If a provision of these GTCS is or becomes invalid/void or unenforceable in whole or in part for reasons of the law on general terms and conditions in accordance with Sections 305 to 310 BGB, the statutory provisions shall apply.

17.2 If any present or future provision of these GTCS is or becomes invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law on general terms and conditions in accordance with Sections 305 to 310 BGB, this shall not affect the validity of the remaining provisions of this contract, and the provisions laid down in clauses 17.3 and 17.4 below shall apply. The same shall apply if a gap that needs to be filled becomes apparent after the conclusion of the contract with the Customer.

17.3 Contrary to a possible principle according to which a severability clause shall in principle only reverse the burden of proof, the remaining contractual provisions shall remain valid under all circumstances and thus Section 139 BGB is waived in its entirety.

17.4 The parties shall replace the provision which is invalid/void/unenforceable for reasons other than the provisions relating to the law on general terms and conditions in accordance with Sections 305 to 310 BGB or a gap which needs to be filled with a valid provision, the legal and commercial content of which reflects the invalid/void/unenforceable provision and the overall purpose of the contract. Section 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, a provision shall be agreed which is as close to the original measure as is legally permissible.

18. Deviation from these GTCS, written declarations

18.1 Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall always take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.



- 18.2 Our employees are not authorised to enter into agreements with the Customer that deviate from these GTCS – whether verbally or in writing – with the exception of our legal representatives (managing directors), persons holding a general commercial power of attorney to act for us (*Prokurist*) and holders of a general commercial authority to act (*Generalhandlungsbevollmächtigter*).
- 18.3 Our contract representatives are only authorised to make written commitments; verbal agreements must therefore be confirmed by us in writing in order to be valid.
- 18.4 Legally relevant declarations and notifications of the Customer with regard to the contract (e.g. setting of a deadline, notification of defects, withdrawal or reduction) shall be made in writing or in text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

19. Applicable law and place of jurisdiction

- 19.1 The GTCS and the contractual relationship between us and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of uniform international law, in particular the UN Sales Convention.
- 19.2 If the Customer is a business person within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. In all cases, however, we shall also be entitled to bring an action at the place of performance of the delivery or performance obligation in accordance with these GTCS or a prior individual agreement or at the general place of jurisdiction of the Customer. Priority statutory provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.