

## General Terms and Conditions of Delivery and Payment (GTCDP) of otefal coating GmbH, 56626 Andernach, Germany

### I) Scope

1. These General Terms and Conditions of Delivery and Payment (GTCDP) apply to all agreements concluded between otefal coating GmbH (hereinafter referred to as "Seller") and companies (Section 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB)), legal entities under public law or special trusts under public law, unless agreed otherwise and in writing when concluding the agreement.

All of the Seller's deliveries, services and offers are based exclusively on these General Terms and Conditions of Delivery and Payment, unless explicitly agreed otherwise and in writing when concluding the agreement. These form part of all agreements concluded between the Seller and its Customers on the deliveries or services provided by the Seller. They also apply to all future deliveries, services or offers provided to the Customer, even those that have not also been separately agreed.

2. The general terms and conditions of the Customer or third parties do not apply, even if the Seller fails to separately and individually object to them. Even if the Seller refers to a written communication containing general terms and conditions of the Customer or a third party or which refers to such, this shall not constitute agreement with the applicability of such general terms and conditions.

### II) Offer and conclusion of agreement

1. All offers are non-binding and non-obligatory within the meaning of the issuance of an offer to the Customer. An agreement is only concluded upon written order confirmation or upon delivery of the goods based on a written or verbal order. The written agreement concluded, including these General Terms and Conditions of Delivery and Payment, shall form the exclusive basis for the legal relationship between the Seller and Customer. It contains all agreements between the Contracting Parties regarding the object of agreement. Verbal confirmations given by the Seller prior to the conclusion of this agreement are not legally binding and verbal agreements between the Contracting Parties shall be replaced by the written agreement, unless the verbal agreements explicitly arrange for them to remain applicable and binding.

2. Brochures, drawings, advertising texts, etc. issued by the Seller and data contained therein, such as weight, quality, dimensions, properties and services, only apply if the Seller has explicitly specified them to be binding. They are not guaranteed quality features but descriptions or markings of the deliveries or services. The Seller explicitly reserves the right to change the deliveries or services insofar as this is reasonable for the Customer.

3. Addendums and amendments to the agreements concluded, including these General Terms and Conditions of Delivery and Payment, shall be placed in writing to become effective. The same shall apply to the waiver of this written form requirement. With the exception of managing directors and authorised representatives, employees of the Seller are not authorised to enter into verbal agreements which differ from the written agreement. In order to comply with the written form requirement, it is sufficient to correspond via telecommunication, particularly fax or email, if a copy of the signed declaration is sent as well.

### III) Prices

1. The Seller's prices are stated in euros ex warehouse or works plus packaging, freight, statutory VAT, customs duties (in the case of exports), as well as fees and other public levies at the respective applicable amount. The prices are stated in the written offer issued by the Seller or in the written order confirmation if no written agreement has been entered into for ex works or warehouse deliveries at the Seller's prices applicable on the date of delivery. In the event of the prices for raw aluminium materials increasing on the basis of the LME Stock Exchange London (by more than 5%), the Seller reserves the right to increase the agreed price by the same percentage as the price increase at the end of four weeks from the conclusion of the agreement. If freight charges, levies, new taxes or fees are introduced or increased once the agreement has been concluded, the Seller may increase the price accordingly, even for deliveries which do not incur any freight charges and/or customs duties.

3. The Customer shall pay any canal and cargo quay fees, demurrage, low and high tide surcharges, ice demurrage, etc.

### IV) Delivery and delivery period

1. Deliveries are made ex works and/or according to agreement. The Seller's obligation to deliver is subject to the Seller receiving timely and correct supplies, unless the incorrect or late delivery or lack of delivery is caused by the Seller.

2. The Seller does not assume any liability for impossible or delayed deliveries that are caused by force majeure or other events that could not be discerned at the time the agreement was concluded (e.g. pandemics, disruptions to operations of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, legal lock-outs, lack of employees, energy or raw materials, difficulties in the procurement of required official authorisations, official measures or missing, incorrect or late deliveries from suppliers) which fall outside the Seller's scope of responsibility. The Seller may withdraw from the agreement if such events make the delivery or provision of service extremely difficult or impossible for the Seller. And this obstacle is permanent. The delivery or service provision periods shall be extended or postponed for the duration of the obstacle plus a reasonable start-up period if the obstacle is of a temporary nature only. If the Customer cannot be reasonably expected to accept the delivery or service due to the delay, the Customer may withdraw from the agreement by giving written notice to the Seller straight away.

3. If the Customer is delayed in the acceptance of the delivery or service, the Seller may invoice the Customer for any additional costs incurred at a fixed rate of 5% of the agreed net amount, unless the Seller can prove that the actual additional costs incurred are higher or the Customer can prove that the actual additional costs incurred are less.

4. The delivery periods start upon receipt of the order confirmation from the Seller, but not before clarification of all details of the execution of the order as well as provisions of all advance services to be provided by the Customer, e.g. provision of documents, authorisations, approvals and receipt of an agreed advance payment.

In the event of the Customer having to collect the delivery, the delivery period and/or date shall be deemed to have been complied with if the Customer was informed about the object of delivery being ready for collection prior to the expiry date of the delivery period and/or the delivery date. In the event of notice being given of the object of delivery being ready for collection, the delivery period and/or date shall be deemed to have been complied with if the goods cannot be dispatched on time without this being the fault of the Seller or supplier. If dispatch has been agreed, the delivery periods and dates refer to the date of transfer of the goods to the carrier, freight forwarder or other third party engaged with the transport. If the Seller is obliged to deliver the goods to the Customer's premises, the date of receipt of the goods by the Customer is relevant for establishing compliance with the delivery period. All delivery and/or service periods shall require an explicit written agreement. If the Seller has offered delivery and agrees to delay delivery upon the Customer's request, the Seller may charge an additional 5% of the respective agreed net price.

5. If the Seller has guaranteed compliance with a delivery date or period, the Seller shall first be granted a reasonable period of grace. At the end of this period, the Customer shall declare in writing if it wishes to still receive the delivery or withdraw from the agreement within two weeks from the occurrence of the delay. Failure to do so shall result in the Customer merely being entitled to request subsequent fulfillment. If the Seller has not acted with malicious intent or gross negligence regarding the missing or delayed delivery, or if it is not a violation of a material contractual obligation (such as short selling), compensation claims shall be limited to the damage which was discernible at the time the agreement was concluded. It shall generally be impossible to assert compensation claims in excess of 10% of the goods value of the delayed or missing delivery.

6. If no delivery and/or service period has been agreed, the Seller may provide the service immediately or within four months from the conclusion of the agreement. The Customer shall grant a reasonable period of grace if the Seller fails to provide its contractually agreed service. If the Seller fails to provide the service within this period of grace, the Customer may withdraw from the agreement under exclusion of other claims.

### V) Quality standards, dimensions, weights and acceptance, CE and GS seals

1. Quality standards and dimensions are based on the DIN standards and/or material specifications, unless other standards have been agreed. If there are no DIN standards or material specifications, the corresponding euro standards shall apply and failing the latter, standard commercial practices, reference to standards,

material specifications or specific test reports. Specifications regarding quality standards, dimensions, weights and usability shall not constitute a guarantee of properties, nor declarations of conformity, manufacturer declarations and corresponding seals, such as the CE and GS seals.

2. The weights measured by the Seller or its suppliers are authoritative for the weights. The weight is proven by presenting the delivery note. Insofar as legally permissible, weights can be determined without weighing in accordance with DIN standards. This does not affect the surpluses or deficits commonly applied in the metal trade of the Federal Republic of Germany (commercial weights). Quantities, bundle numbers, etc. stated in the dispatch notice are non-binding for goods priced by weight. If it is not common practice to weigh individual items, the total weight of the delivery shall apply. Differences to the mathematical individual weights shall be allocated to the items on a pro-rata basis. The weights determined by the supplying plant shall apply for deliveries of closed pallets and packages of non-ferrous metals, such as aluminium, copper, brass or stainless steel. The weights of individual plates, profiles and rods are determined as best as possible at our discretion, either by weighing the items or theoretically calculating their weight in accordance with DIN standards. The Seller may deliver an excess amount or shortfall of 20% of the ordered quantity within each quantity unit, as common practice within the industry.

3. If the corresponding company standards provide for acceptance, or if acceptance has been agreed, goods shall be accepted at the supplying plant as soon as notice of readiness for dispatch has been given. The Customer shall carry the personal acceptance costs. If the Customer fails to accept the goods, is delayed in the acceptance of, or waives its right to accept, the goods, the Seller may dispatch the material without acceptance or store it at the cost and risk of the Customer. In this case, the goods shall be deemed to have been delivered as contractually agreed, unless the defect would have been discernible had an acceptance procedure been carried out.

### VI) Dispatch and risk transfer, partial delivery, continuous delivery

1. Unless specifically agreed, the Seller may choose the packaging, transport route and means of transport. Any agreed packaging shall incur an additional fee in line with common trade practices.

2. The Seller shall determine the transport route and means of transport as well as carrier and freight forwarder.

3. Goods readied for dispatch in accordance with the agreement shall be called immediately. Failure to do so shall entitle the Seller to use it as it sees fit or, at its discretion, store and invoice it immediately at the cost and risk of the Customer after first sending warning of such action.

4. Should it become impossible to transport the goods on the intended route or to the intended location within the intended period without this being the Seller's responsibility, the Seller may deliver the goods via a different route or to a different location. The Customer shall carry the additional costs thus incurred. The Customer shall be given the opportunity to issue a statement prior to such actions taking place.

5. The risk is transferred to the Customer no later than upon handover of the goods to the carrier, freight forwarder or other third party engaged to handle the dispatch. This also applies to partial deliveries. If the dispatch or handover is delayed due to circumstances which are outside the Customer's scope of control, the risk is transferred to the Customer on the date the object of delivery is ready for dispatch and the Seller has notified the Customer of such fact. The Customer shall carry the storage costs once the risk has been transferred. If the goods are stored by the Seller, the storage costs are 0.25% of the amount invoiced for the objects of delivery per full week. Both Parties reserve the right to assert and prove higher or lower storage costs. The provisions of Section 447 BGB apply if the Seller assumes the transport.

6. The goods are delivered without packaging and are not protected against corrosion. The Seller shall deliver the goods packaged if this is standard commercial practice. The Seller shall arrange packaging, protection and/or transport aids according to its own experiences and at the cost of the Customer.

7. If the goods are dispatched on an ongoing basis, the Customer shall place calls and type classifications for roughly equal amounts. Failure to do so shall entitle the Seller to determine this at its discretion.

8. If the contractually agreed quantity is exceeded by individual calls, the Seller may, but is not obliged to, deliver the excess. The Seller may charge the excess at the prices applicable at the time of the call and/or delivery.

9. If the Seller has offered delivery and agrees to delay delivery upon the Customer's request, the Seller may charge an additional 5% of the respective agreed net price.

10. If a license, particularly an export license, is required for the fulfillment of the deliveries and/or services in accordance with the foreign trade laws of the Federal Republic of Germany, EU or other international legal sources, all agreements with the Seller shall be subject to the condition precedent that such licenses are issued. In this case, the affected individual pending agreement shall become ineffective in full and final if such license has not been issued within 12 months. Should a license only become necessary in accordance with one of the above legislations once the agreement has been concluded or during the performance of the agreement, the affected agreement shall be rescinded based on the non-issuance of the above license within 12 months. If the agreement becomes ineffective due to the non-occurrence or occurrence of the condition precedent, any compensation claims by the Customer against the Seller shall be excluded.

### VII) Payment conditions, offsetting

1. The invoiced amounts are payable in full within 30 days from date of invoice, unless otherwise agreed in writing. The payment date is based on the date on which the Seller receives the invoice. If the Customer fails to pay by the due date, the outstanding amounts shall carry interest as from the due date in accordance with Section 288 Paragraph 2 BGB without this requiring prior warning. This shall not affect the right to assert higher interest rates and further-reaching damages in the case of default. However, the Customer may provide the Seller with proof that the Seller has incurred no, or fewer, damages as a result of the payment default. The Seller may request advance payment for all deliveries if facts and circumstances prevail that give cause to believe that the Customer's assets have deteriorated significantly after the conclusion of the agreement, particularly, if the Customer fails to pay receivables due to the Seller and the Seller's payment claims appear to be endangered as a result. In this case, the seller may discontinue the provision of further services until all receivables due arising from the affected contractual relationship or economically related agreements or pre-contracts have been paid in cash by the Customer and/or sufficient guarantees have been given.

2. The Seller is entitled to receive the type and scope of guarantees standard within the industry for its receivables, including conditional or temporary ones.

3. The Seller may offset all of its counterclaims arising from the current business relationship with the Customer. This shall also apply if one Party has agreed payment in cash and the other Party payment by other means for the fulfillment of the agreement. These agreements shall relate to the balance only, if applicable. If the receivables are due on different dates, the Seller's receivables shall be offsettable no later than on the due date of the Seller's liabilities and invoiced on the value date. The Customer shall not have the right to retain payment. If the Customer is not a business person, it has the right to retain payment only if it is based on the same contractual relationship. The Customer may only declare the offsetting of receivables or assert its right to retain receivables, including Section 369 of the German Commercial Code (Handelsgesetzbuch - HGB), if the respective receivable is undisputed or found to be legally binding by a court.

4. If the Customer fails to meet its payment obligations or if the Seller becomes aware of circumstances that question the Customer's creditworthiness, all of the Seller's receivables, including those for which the Seller had accepted bills of exchange, shall become payable immediately. In this case, the Seller shall only be obliged to deliver goods if the Customer offers individual payments for each delivery. If the Customer fails to offer cash payment, the Seller may request compensation on the grounds of non-fulfilment instead of contractual fulfilment or withdraw from the agreements if no goods have as yet been delivered.

### VIII) Customer's creditworthiness

1. The obligation to deliver goods is based on the Customer's unconditional creditworthiness. If, once the agreement has been concluded, the Seller becomes aware of the discontinuation of payment, application for or implementation of court or out-of-court settlement proceedings, application for or commencement of insolvency proceedings, or if the Customer violates the provisions of these General Terms and Conditions of Delivery and Payment or fails to pay invoices due despite receiving warning, the Seller may refuse to provide the contractually agreed services until payment for them has been made or a security has been provided for them.

2. Should any of the above circumstances occur, the Seller may recall all receivables from previously fulfilled agreements.

3. The Seller may withdraw from the agreement if the Customer fails to provide a requested guarantee or consideration despite receiving warning and a period of grace.

#### **IX) Retention of title**

- The Seller reserves the right to retain the title to the goods delivered by the Seller (goods subject to retention of title) until the repayment of all receivables from the Customer arising from this contractual relationship or otherwise from the current business relationship. In the event of legal transactions with business persons, legal entities under public law or special trusts under public law, the Seller reserves the right to retain the title to goods until payment has also been made for future receivables arising from the business relationship.
- Payments of the Customer for the fulfillment of specific obligations and suspension of individual receivables in an ongoing invoice or creating a balance and its acknowledgement do not affect the retention of title.
- The Customer shall store the goods subject to retention of title for the Seller free of charge.
- The Customer may install as well as remodel, process and sell the goods subject to retention of title until these goods are being utilised (Section 12) within the scope of proper business transactions. The goods subject to retention of title shall not be pledged or transferred as securities. The Customer shall assure that the title of these goods is retained until all of its receivables due have been paid, unless this title ceases to exist in connection with a landed property.
- The Customer shall process, join or mix the goods subject to retention of title exclusively for the Seller. The Customer shall directly acquire the title or joint title (co-ownership) - if the goods are processed from materials owned by several owners or the value of the processed item is higher than the value of the goods subject to retention of title - in the newly created item in relation to the value of the goods subject to retention of title to the value of the newly created item. Should the Seller fail to acquire such title, the Customer shall at this point already transfer its future title or joint title - at the ratio stated above - to the newly created item to the Seller as a security. If the goods subject to retention of title are combined with other items into one homogeneous item or is mixed to the point of being unrecognisable, and if one of the other items is to be regarded as the main item, the Seller shall transfer the pro-rata joint title to the homogeneous item to the Customer at the ratio stated in sentence 1, insofar as the Seller is the owner of the main item. The processed, joined or mixed goods are also goods subject to retention of title within the meaning of this provision.
- If the goods subject to retention of title are sold on, the Customer shall at this point already assign the resulting receivables from the buyer - on a pro-rata basis according to the Seller's joint title if this is applicable - to the Seller as security. The same shall apply to other receivables that replace the goods subject to retention of title or are otherwise created with regard to the goods subject to retention of title, such as insurance claims or claims from illicit activities in the event of loss or destruction. The Seller authorises the Customer irrevocably to collect the receivables assigned to the Seller in the name of the Customer. The Seller may only withdraw this authorisation to collect receivables if the goods have been utilised. The Customer shall not enter into arrangements with third parties which exclude or impair the Seller. In particular, the Customer may only arrange advance assignments, factoring or assignment bans with third parties with consent from the Seller. The Seller may disclose its claims at any time.
- Should third parties take possession of the goods subject to retention of title, particularly by way of seizure, the Customer shall inform them immediately of the Seller's ownership of title and notify the Seller in writing to enable the Seller to enforce its ownership rights. The Customer shall assume liability to the Seller for any legal fees or out-of-court costs incurred in this respect which the third party is unable to reimburse to the Seller. The Customer shall also carry all of the costs of intervention procedures and other defending measures in connection with such third-party actions.
- The Customer's authorisation to command the Seller's property, including treatment and processing, and to collect the assigned receivables shall expire if the Customer defaults on 15% of the Seller's total receivables for more than one week or other circumstances become known that justify legitimate doubts about the creditworthiness within the meaning of Section VIII of these General Terms and Conditions of Delivery and Payment, as well as if bills of exchange and cheques have been rejected. If the security for the goods subject to retention of title is endangered, the Seller may withdraw the Customer's authorisation to sell on the goods subject to retention of title. The Seller's rights continue to exist even once the secured receivables have already expired by limitation.
- If the Seller is entitled to exercise the retention of title, the Seller may take ownership of its goods and enter the Customer's company grounds and/or business premises for this purpose during business hours. The Seller may sell the goods in the open market, auction or otherwise utilise the goods and offset the proceeds from the purchase price. If the Seller only holds the joint title to the goods, the Seller shall come to an arrangement with the other co-owners. The Customer shall carry all of the costs incurred by the Seller. The measures described above shall only constitute a withdrawal from the agreement if this has been explicitly declared.
- The Seller shall release the goods subject to retention of title as well as any items or receivables which replace them if their value exceeds that of the secured receivables by more than 50%. The Seller may choose which items to release.
- If the Seller withdraws from the agreement due to the Customer violating the agreement, particularly in the event of payment default (assertion of rights), the Seller may request for the goods subject to retention of title to be returned.

#### **X) Warranty, material defects**

- The date on which the goods leave the supplying factory and/or warehouse of the Seller shall be authoritative for the contractually agreed condition of the goods.
- The delivered items shall be carefully inspected immediately upon receipt by the Customer or third party named by the Customer. The items shall be deemed to have been accepted by the Customer with regard to obvious defects that would have been discernible during careful inspection if the Customer fails to notify the Seller immediately upon receipt and in writing of any defects. With regard to other defects, the objects of delivery shall be deemed to have been accepted by the Customer if the Customer fails to notify the Seller immediately and in writing at the time the defect became obvious. The Seller shall rectify any defects evidently in existence prior to the risk transfer free of charge within a reasonable period and exclusively by way of subsequent fulfillment on site or at the factory, as the Seller sees fit. The Seller shall obtain the title to any replaced parts. The Seller may request for an object of delivery claimed to be defective to be returned to the Seller without this incurring any freight charges. If the defect turns out to be genuine, the Seller shall reimburse the costs for the most cost-effective dispatch route. This shall not apply if the costs increase because the object of delivery is not located in the place of its proper use.
- In the event of material defects of the delivered items, the Seller shall and may, at its choice, which is to be made within a reasonable period, initially repair or replace the items. Should the repair or replacement fail, i.e. be impossible, unreasonable, rejected or unreasonably delayed, the Customer may withdraw from the agreement or reduce the purchase price accordingly. The replacement or repair shall only be deemed to have failed after the second unsuccessful attempt. All claims for defects shall expire if the Customer fails to give the Seller the opportunity to inspect the defect, and also fails to provide the Seller with the allegedly defective goods or samples thereof immediately and, particularly, upon request.
- The warranty shall not apply if the Customer changes the object of delivery, or engages third parties to do so, without consent from the Seller and this makes the rectification of defect impossible or unreasonably difficult. In any case, the Customer shall carry the additional costs for the rectification of defect incurred due to the change.
- Goods that are sold as declassified (IIa goods) are delivered under exclusion of any warranty for material defects. No complaint shall be raised for excesses or shortfalls of the ordered quantity of up to 20%. The remuneration shall be adjusted by the corresponding percentage. Other than that, a defect within the meaning of Section 434 BGB only exists if the differences to the agreed properties are significant at the time the risk is transferred or if the impairment of use is considerable.
- The warranty period is one year from delivery, i.e. claims of the Customer on the grounds of material defects expire by limitation one year from handover / delivery of the goods, and as from the date of acceptance if such procedure is required. This period shall not apply to compensation claims of the Customer arising from injury to life, limb or the malicious or grossly negligent violation of obligations by the Seller or its vicarious agents, which expire by limitation in accordance with the legal provisions.

#### **XI) Liability and statutes of limitation**

- The Seller's liability, regardless on which legal grounds, particularly arising from impossible, delayed, defective or incorrect deliveries, contractual violations, violations of obligations during contractual negotiations and illicit activities, shall be limited in accordance with this Section XI, if such liability is based on culpability.
- The Seller shall not assume any liability in the event of simple negligence of its executive bodies, legal representatives, employees or other vicarious agents, unless in the event of a violation of material contractual obligations. The obligations to deliver the object of delivery on time, and the object of delivery's freedom from material defects that significantly impair its functionality or usability are material contractual obligations. The obligations to protect life, limb and health of the Customer's employees or to protect the Customer's property against significant damage are also material contractual obligations.
- If the Seller assumes liability to pay damages in accordance with Section XI 2 on its merits, such liability shall be limited to damages which the Seller has foreseen as a potential consequence of a contractual violation upon conclusion of the agreement, or which the Seller should have foreseen when applying the usual diligence and care. Indirect and subsequent damages resulting from defective objects of delivery shall further only be eligible for compensation if such damages are typically to be expected when using the object of delivery as intended.
- In the event of material damage and financial losses caused by negligence, the Seller and its vicarious agents shall only assume liability for violations of material contractual obligations, but no more than the damage that is foreseeable when concluding the agreement and typical for this kind of agreement. Material contractual obligations are obligations whose fulfillment is crucial for the performance of the agreement and in whose fulfillment the Customer may trust.
- The above exclusions and limitations of liability shall apply to the same extent for the executive bodies, legal representatives, employees and other vicarious agents of the Seller.
- The limitations of this Section XI do not apply to the Seller's liability on the grounds of malicious intent, guaranteed quality features, injury to life, limb and health or in accordance with product liability law.

#### **XII) Industrial property rights and copyright, legal defects**

- The Seller is and remains the owner and author of drawings, drafts, samples and tools prepared by its order. The Seller shall exclusively grant the Customer chargeable or free rights of use in such items, which shall exclude the transfer to and use by third parties as well as return to the Seller. The Seller shall deliver the goods free from third-party industrial property rights and copyright in the country of the delivery location only. If a third party asserts justified claims against the Customer on the grounds of a violation of property rights by deliveries performed by the Seller, which have been used as contractually intended, the Seller shall assume liability to the Customer as follows within the period stated in Section X:
  - The Seller shall, at its own discretion and cost, obtain a right of use for the affected deliveries or replace the good so that the property right is not being violated. If the Seller is unable to do so under reasonable conditions, the Customer may withdraw from the agreement or reduce the purchase price in accordance with the law.
  - The obligation to pay compensation is based on Section XI.
  - The above obligations shall only exist if the Customer notifies the Seller immediately and in writing about the claims asserted by third parties, fails to acknowledge a violation and the Seller reserves the right to implement all defensive measures and settlement proceedings. If the Customer discontinues to use the delivery so as to limit the damage or other important reasons, the Customer shall notify the third party of the fact that the discontinuation of use of the affected items does not constitute an acknowledgement of a violation of property rights.
- Claims of the Customer shall be excluded if the Customer has culpably violated the property right.
- Claims of the Customer shall further be excluded if the property right violation is caused by special instructions issued by the Customer, the use of the item that was not foreseen by the Seller, or by the Customer changing the delivered items or using them together with products not supplied by the Seller.
- The provisions of Section X apply accordingly for any other legal defects.
- Further-reaching claims, or claims other than those specified in this section, raised by the Customer against the Seller and its vicarious agents on the grounds of a legal defect shall be excluded.

#### **XIII) Final provisions**

- If the Customer is a business person (Section 14 BGB), legal entity under public law or special trust under public law, or if the Customer does not have a general place of jurisdiction within the Federal Republic of Germany, the place of jurisdiction for all potential disputes arising from the business relationship between the Seller and Customer shall be the court with jurisdiction *ratione materiae* at the Higher Regional Court of the district of Coblenz, Germany, or the court with jurisdiction *ratione materiae* at the head office of the Customer. In such cases, however, Coblenz shall be the sole place of jurisdiction for court actions against the Seller. Mandatory legal provisions on sole places of jurisdiction shall not be affected by this provision.
- The relationship between the Seller and Customer shall be exclusively governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply, in other words its provisions are excluded.
- Should any of the above provisions be or become ineffective, this shall not affect the effectiveness of the agreement as a whole. Should the agreement or these General Terms and Conditions of Delivery and Payment contain omissions, such omissions shall be rectified by agreeing such legally effective provisions which the Contracting Partners would have agreed to fulfil the economic purpose of the agreement and the purpose of these General Terms and Conditions of Delivery and Payment had they been aware of the omission.