

Sales and delivery conditions of Braunform GmbH

<p>I. Application and validity</p> <p>1.1 The following conditions of Braunform GmbH (hereinafter named Braunform) are valid for all contracts that are concluded between Braunform and the contract party (hereinafter named customer). The conditions apply in particular to all future business even if specific reference is not made to them. The following conditions apply only to entrepreneurs. Entrepreneurs, according to these conditions, are natural and legal persons or legal partnerships with which business relations can be formed and which exercise a commercial, or independent professional activity.</p> <p>1.2 Opposing, differing or supplemental general terms and conditions of our customers are not binding even if Braunform does not expressly contradict these.</p> <p>1.3 Any amendments to the content of this contract must be made in writing.</p> <p>1.4 If we remain silent with regard to the customer's legal declarations, this must never be taken to mean that we consent to them.</p> <p>1.5 The customer must not transfer his contractual rights or parts of these to third parties without our written consent.</p> <p>1.6 If technical information, proposals and advice are provided for no additional charge in the scope of this business and within our capacities, this is done under the exclusion of any commitment and liability.</p> <p>1.7 Our agents have no power of collection.</p> <p>II. Completion of a contract and scope of delivery</p> <p>2.1 Our offers are without engagement. Only requests for submitting offers are concerned.</p> <p>2.2 The contract comes into effect on receipt of the order confirmation from Braunform. The order confirmation is drawn up by Braunform as soon as the contract contents/scope of delivery between the contract parties is established in the details required. If written confirmation is not received, the order is considered to be accepted upon the transfer of goods to the customer or relevant freight forwarder.</p> <p>2.3 We reserve the right to amendments to the design and/or form and/or version as well as to technical amendments, and these provide no grounds for complaints or withdrawal from the contract provided that the amendments are acceptable to the customer taking the interests of Braunform into account.</p> <p>2.4 Technical specifications related to the offer or expressly included definitions of the customer referring to the delivery item are an essential part of the declared price and deadline agreements.</p> <p>2.5 Moreover the documents relating to the offer, such as illustrations, drawings, details of weights and dimensions, rating details, samples and test parts are considered as non-binding items for viewing and dimensional details unless expressly designated as binding. Subsequent changes are to be mentioned in an offer addendum or order confirmation.</p> <p>2.7 If the documentation furnished by the customer is not sufficient then a specified offer is to be submitted, Braunform is to first submit verbal or written recommended prices that are used for price and delivery time orientation, however these are in no way binding.</p> <p>2.8 Binding drawing documentation and descriptions are to be made available by the customer in advance.</p> <p>2.9 For the scope of delivery the order confirmation is definitive.</p> <p>2.10 Customers cannot complain about customary volume deviations. The volume supplied is the volume invoiced.</p> <p>2.11 A special offer is to be made for necessary tool changes that are calculated by expenditure.</p> <p>III. Prices and payment conditions</p> <p>3.1 The prices that are given in the order confirmation are binding. This is also valid if we have had to exceed the agreed time of delivery.</p> <p>3.2 In the event of delivery delays for which the customer is responsible Braunform reserves the right to adjust the price according to a change in costs for which it is not responsible.</p> <p>3.3 Unless agreed otherwise prices are valid ex works in €. This increases by the statutory level of VAT.</p> <p>3.4 Regardless of invoicing or receipt of the invoice, payments are due immediately upon delivery of the goods. The customer falls into arrears if he does not provide payment within 30 days after delivery or receiving the invoicing. Irrespective of this the customer falls into arrears with an overdue notice. The interest on arrears is at 8 percentage points above the basic interest rate. If we are able to prove more arrears damage then we are entitled to assert this right.</p> <p>3.5 Compensation with counterclaims is excluded unless the counter claim is accepted or legally established. The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.</p> <p>3.6 Bills of exchange are only accepted on account of performance and are only accepted following agreement without the granting of bill discount provided that they are eligible. Bill discount charges are calculated from the day of issue and/or submission at the usual rate. If paying using the cheque / bill of exchange procedure, payment is only considered to have been received once the customer has cashed the bill of exchange and not once the cheque is cashed.</p> <p>IV. Delivery and transfer of risk</p> <p>4.1 The agreed time of delivery begins on the date of order confirmation, but not before the provision of the documents, consent or approvals to be obtained by the customer if required.</p> <p>4.2 The originally agreed delivery period is to be appropriately increased if, after acceptance of the order, the customer wishes to make changes to the delivery item that make it impossible to adhere to the earlier delivery time.</p> <p>4.3 Acts of God, such as traffic delays, a lack of raw material, strikes and blockades, failed energy supplies, destruction to our plant or other important operating parts and other operational disruption as well as other obstacles for which we are not responsible but which make delivery impossible or impede it, entitle us to postpone the delivery by an appropriate period while the problematic situation exists. This also applies if our suppliers face such circumstances. If the customer is immediately informed that the delivery cannot be made or cannot be made in full for the reasons given, withdrawal from the contract and demands for compensation by the customer are excluded. If these circumstances persist for more than four months, both parties have the right to withdraw from the contract.</p> <p>4.4 The delivery is subject to Braunform itself being supplied on time and with the correct goods. If Braunform has concluded a hedging transaction with a sub-supplier in order to fulfil the contract and this sub-supplier does not fulfil his duty to supply, Braunform is entitled to withdraw from the contract.</p> <p>4.5 If we fall behind with our deliveries, then the customer can only enforce claims for compensation for damages and reclaims if he has given us a reasonable subsequent delivery period under a penalty of non-performance and this period has expired without a delivery being made.</p> <p>4.6 In case of late delivery, we are liable, in accordance with legal stipulations, if this late delivery is caused by our intentional or grossly negligent breach of duty. In all other cases of delayed deliveries, our liability for compensation for damages is restricted to the service itself plus no more than 5 % of the value of the delivery or to compensation of not more than 10 % of the value of the delivery.</p> <p>4.7 If the delivery cannot be made, the customer's claims for compensation for damages are restricted in addition to or instead of the service to 10% of the value of that part of the delivery which cannot be used since the service cannot be provided. Further customer claims due to the impossibility of delivery are excluded. This restriction does not apply in the event of enforced liability in cases of acting with deliberate intent, gross negligence or as a result of death, bodily injury or damage to health.</p>	<p>4.8 With the provision of the delivery item from us, the risk of the accidental destruction and accidental deterioration of the delivery item is transferred to the customer, the customer is immediately informed of this in writing. If the customer wishes to dispatch the delivery item, then the risk is transferred to the customer on delivery of the delivery item to the forwarder, the carrier or the person specially designated to carry out the dispatch. This rule also applies to part deliveries. The risk is also transferred to the customer if he is late accepting the delivery item.</p> <p>V. Dispatch</p> <p>5.1 As soon as the goods are ready for dispatch, the customer's duty to accept the goods begins. The customer is immediately informed in writing once the goods are ready for dispatch. In the event of the good being dispatched, this is done using a suitable means of dispatch which we are free to choose and at the cost of the customer. In the event of the good being dispatched, the risk of the accidental destruction and accidental deterioration of the goods is transferred to the customer when the goods are handed over to the haulage contractor, freight forwarder or other person intended to carry out the dispatch, even if under exceptional circumstances we have paid the dispatch costs.</p> <p>5.2 Insurance policies against damage during transport are only taken out if specifically agreed to and at the cost of the customer.</p> <p>5.3 Packaging is invoiced at cost and is not returnable.</p> <p>VI. Complaints and guarantee</p> <p>6.1 For faulty goods we first of all offer, according to our choice and within the scope of the guarantee, to rectify the fault or arrange for delivery of a replacement. We shall bear the costs incurred by this, in particular the operating, travel, material and transport costs.</p> <p>6.2 If we are not prepared or in a position to rectify the faults or make a replacement delivery, the delivery is specifically delayed for an appropriate period for reasons for which we are responsible, or if we in some other way fail to rectify the faults or make a replacement delivery, the customer is entitled, in accordance with his own choice, to terminate the contract or demand a corresponding reduction in the purchase price. However, in case of only a marginal breach of contract, particularly only slight faults, the customer is not entitled to cancel the agreement.</p> <p>6.3 Failure of the touch-up work is considered to exist once an attempt to touch up has failed for at least the second time.</p> <p>6.4 If the customer chooses to withdraw from the contact because of a legal or material defect after a failed attempt to rectify the problem, then he is not entitled to any compensation because of the fault. If the customer wishes to have compensation after an unsuccessful attempt to rectify the problem the delivery item remains with the customer if he does considers this to be reasonable.</p> <p>6.5 The compensation is limited to the difference between the purchase price and the value of the faulty item. This does not apply if we have fraudulently violated the agreement. The liability clauses laid down VII also apply.</p> <p>6.6 For receipt of guarantee rights the customer is bound to fulfil his inspection and censure obligations according to § 377 HGB (German Commercial Code). We are to be informed immediately in writing of obvious faults, at the latest within 14 calendar days after receipt of the delivery item, otherwise the enforcement of guarantee claims are excluded. Timely dispatch is sufficient for observation of this term. The customer is to meet the full burden of proof for all claim conditions in particular for the fault itself, for the time of establishing the fault and for the reporting the fault on time.</p> <p>6.7 The guarantee period is one year from the transfer of risk for the delivery item. This does not apply if the customer has not informed us of the fault in time.</p> <p>6.8 If the customer receives the wrong assembly manual, Braunform are only obliged to deliver a correct assembly manual and this only if the error in the assembly manual excludes the correct assembly.</p> <p>6.9 We do not provide any legal guarantees to the customer. This does not affect the manufacturers' guarantee.</p> <p>6.10 The guarantee is null and void if the fault of the delivery item results from normal wear, improper handling by the orderer, breach of operators manual, improper maintenance or storage and care or improper changes, in particular the use of unsuitable attachments.</p> <p>VII. Liability</p> <p>7.1 Should the customer raise claims for compensation for damages, regardless of the legal basis for these but in particular as a result of defects, the infringement of duties resulting from the obligation or during contractual negotiations and from unauthorised dealing, we grant liability in accordance with legal rulings for cases of acting with deliberate intent or gross negligence. The same applies if our representatives or assistants are charged with acting with deliberate intent or gross negligence. Liability is furthermore excluded if compulsory liability is not granted on the grounds of culpable infringement of key contractual obligations. The claim for compensation for damages on the grounds of infringement of key contractual obligations is however restricted to foreseeable damage as is typical for the contract. The same limitation applies in the event of gross negligence.</p> <p>7.2 The aforementioned liability limitations do not relate to compulsory liability as defined in product liability law. Liability restrictions do also not apply in case of culpable death, bodily injury or damage to health.</p> <p>7.3 The customer's damage compensation claims on the grounds of a defect come under the statute of limitations of one year from transfer of risk of the delivery item. This does not apply if we are accused of fraud.</p> <p>VIII. Retention of title</p> <p>8.1 The delivery item remains our property until the fulfilment of all requirements of the business relation between Braunform and the customer. The customer may neither pawn nor mortgage the delivery item before ownership is transferred to him.</p> <p>8.2 The customer must inform us immediately and in the fastest way possible if the goods to which we reserve the retention of title or other objects or outstanding payments to which we are entitled are pawned by third parties, if application to initiate bankruptcy proceedings on his assets is submitted or if any other form of impairment is feared. The notification must include all the documents required. The customer must reimburse us for all costs incurred to us through such incidents.</p> <p>8.3 If the customer does not provide due performance and in particular if he falls into payment arrears we are entitled to demand the handover of the delivery item and/or to withdraw from the contract if we have given a deadline to the customer for payment to no avail; the customer is obliged to handover the item. In the event that we demand the delivery item to be handed over, this is not considered as a declaration of us withdrawing from the contract unless expressly declared as such.</p> <p>8.4 When making deliveries abroad, if certain measures are required in the importing country in order to achieve the effectiveness of the retention of title specified above or any other rights due to us there, then the customer must inform us of this and undertake such measures at his own cost. If legislation in the importing country does not allow for a retention of title, but allows the seller to retain other rights to the security object, we can exercise all rights of this kind. If this does not provide us with security amounting to the same level of our claims against the customer, then the customer undertakes to provide us with other securities for the goods supplied or other securities and to do so at his own cost.</p> <p>IX. Technical documentation, samples, intellectual property rights, data protection</p> <p>9.1 If the customer delivers drawings, models or samples for carrying out the contract he is to be held accountable for possible infringement of the trademark rights of third parties.</p> <p>9.2 If a third party enforces the trademark rights belonging to him and prohibits us from using them then we are entitled to stop the work without verification of the material and legal</p>
---	---

Sales and delivery conditions of Braunform GmbH

- situation. The customer will be informed of this immediately. The customer shall exempt us from any claims resulting from copyrights, trade names or patents unless we ourselves are responsible for infringing the copyrights.
- 9.3 Discoveries and samples which are developed by Braunform while fulfilling the order only entitle Braunform to register a corresponding copyright for lack of any written agreement stating otherwise. This even applies if the customer has been involved in the development.
- 9.4 The customer is entitled to unrestricted use (not restricted by time or geography) of discoveries and samples in the sense of Clause 9.3 following the purpose and content of the contract concluded with Braunform. This usage right is settled through the agreed payment.
- 9.5 We reserve the right to ownership and copyrights to the cost proposals, drafts, design proposals, data carriers, software and similar documents which we have made available. This applies, in particular, to any data made available in the course of the performance and completion of the contract, especially 3D data, data involving production tolerances and single-part drawings. These documents and data may be made available to third parties only with our express prior written agreement. This in particular applies to documents and data that are considered to be "confidential".
- 9.6 We would like to point out that the customer's personal data is to be used only for the purposes of carrying out the contact and customer service. Such data will not be passed on to third parties for any other purpose. Upon issuing the order, the customer also agrees to his data being held on a computer file.
- X. Confidentiality**
- 10.1 All information provided by Braunform or companies associated with it by means of the offer, during the contractual negotiations or while carrying out the order, is considered to be "confidential" if
- it relates to the object of the contract which Braunform or associated companies are purchasing and
 - if it was neither public knowledge or nor was known to the customer or his associated companies before being received from Braunform without an obligation relating to its confidentiality.
- 10.2 Information is not considered to be confidential if it has become public knowledge without this agreement being infringed or has been legally reported to the customer or his associated companies by another party without an obligation relating to its confidentiality.
- 10.3 The customer shall treat all confidential information with the strictest of confidentiality and shall neither announce, disseminate nor publish it nor pass it on to third parties. He shall restrict access to confidential information only to those managing directors, employees or consultants who need to be aware of it for the purpose of this agreement and who are obliged to maintain the corresponding level of confidentiality.
- 10.4 On request from Braunform and/or if an offer is not accepted by Braunform, the customer and his associated companies shall immediately destroy all the confidential information with which they have been provided in any form and all copies made of this so that they cannot be reproduced.
- 10.5 The customer's duties arising from this confidentiality agreement cease to apply ten years after publication of each single item of confidential information.
- XI. Provisions under foreign trade laws**
- 11.1 Customer is responsible for observing the pertinent German, European and other provisions under foreign trade laws.
- 11.2 Offers are submitted with the precondition that the business transaction is permitted and lawful under foreign trade laws and that no permit or licence under foreign trade laws is required for its completion. Should it become apparent that such a permit or licence is required, BRAUNFORM may revoke its offer or, if a contract has already been formed, may withdraw from the contract without BRAUNFORM incurring any costs or charges. The withdrawal from the contract must be declared within six weeks after gaining knowledge of the duty to obtain a permit or a licence.
- 11.3 If a permit or licence is, or after contract closure becomes, compulsory under German, European or international foreign trade laws for the fulfilment and performance of the work and services offered, BRAUNFORM shall, without prejudice to its right of withdrawal under Section (2), be entitled to withhold the work and services owed until the necessary permit or licence has been granted; delivery periods commence at the earliest after such necessary permit or licence has been granted. If a necessary permit or licence is not granted, or if instructions as to content or ancillary conditions are not fulfilled or not met in good time, BRAUNFORM shall be released from the duty to provide work and services. If BRAUNFORM conducts the permit and licence procedure, Customer is under the obligation to provide its reasonable assistance and, in particular, procure all necessary items of information and documents without delay. Any costs and charges incurred thereby shall be paid by Customer. Any information on foreign trade laws given by BRAUNFORM are without binding effect and will not release Customer from making its own enquiries and reviews.
- 11.4 If a permit or licence procedure lasts longer than six months, BRAUNFORM shall be entitled to withdraw from the contract.
- 11.5 If the performance of the contract fails owing to the non-observance of provisions under foreign trade laws, in particular, owing to such permit or licence not being granted, BRAUNFORM shall hold a claim for being reimbursed for the work and services rendered until that date as specified under No. 11.15. The same applies if BRAUNFORM withdraws from the contract under Section (2) or (4). Any down-payment received will be repaid only in the amount exceeding this claim.
- XII. Special conditions for the field of mold shop/production of tools**
- 12.1 The following conditions apply to contracts, that concern the production or amendment of tools, especially injection molds, as well as turning tables and hot runner systems. They apply supplementing to the general conditions.
- 12.2 Unless agreed otherwise, the contract includes, over and above the production and delivery of the tool, the forwarding of a 2D assembly drawing, a parts list, operating instructions including documentation, and a hot runner and cooling drawing. No further supply or delivery of data, in particular 3D data, is owed. The same applies to single-part drawings and production tolerances. If, as the case may be, 3D data, production tolerances or single-part drawings are transmitted to the customer under special agreement, the customer undertakes to use said data / tolerances / drawings solely for using the contractual object and, in particular, not to use said data / tolerances / drawings for producing further tools and not to forward these to third parties.
- 12.3 For production of new injection molds the prices are due as follows:
30% after receipt of the order confirmation, 60% after receipt of the first sample (first falling plastic parts), 10% after acceptance of the tool. In the event that the option on a bank guarantee is agreed to safeguard down-payments, this can only be granted if the payment amounts to more than € 100.00,00.
- 12.4 If required the customer has to submit a certified credit letter in € for our accounts receivable and bear the cost of this.
- 12.5 If delivery periods have not been agreed on, Braunform services to the right to delivery periods extending up to 6 months into the future.
- 12.6 If formal acceptance is agreed with the customer, it is to be declared immediately, if the delivery and the service are in accordance with the agreement.
- 12.7 Regardless of this, the delivery item is considered to be accepted if the customer does not inform us of any faults that impede the use of the delivery item in writing within two weeks after the provision of the first sample, about which we are to immediately inform him.
- 12.8 Unless there is opposing written agreement, the acceptance costs, including possible travel and accommodation costs, are to be met by the customer.
- 12.9 We are to thoroughly verify the construction and other technical documentation provided by the customer for the manufacture of the delivery item for completeness and plausibility of the outlined conceptual solution and configuration. However checking of detailed fault and risk factors is excluded. If for reasons of such unidentifiable faults there are restrictions to the delivery item, these are to be accepted by the customer.
- 12.10 If the customer takes the responsibility of developing the delivery item, he must provide us with clear instructions, definitions or specifications, established in product drawings.
- 12.11 After completion of the development and construction documentation these will be made available to the customer for verification and approval. The required production stages are to be first instructed by presentation of the orderer's written approval.
- 12.12 The delivery time is extended accordingly if there are delays in the orderer's approval.
- 12.13 The contract partners are to communicate in writing concerning technical and construction changes to the delivery item before and during the planning and manufacture of the delivery item. This is therefore a part of the contract agreement. As a service, we store the electrodes used for machining by spark erosion during toolmaking for a period of up to five years free of charge. Unless agreed otherwise in the tool agreement and if no follow-up agreement is made, the electrodes will be destroyed at the expiry of this period. As the electrodes are subject to wear, no warranty is given that the electrodes are free from defects in the event that the electrodes are handed over to the customer as agreed.
- 12.14 To the extent we warrant a certain number of shots per mould, such warranty relates to the mould being fundamentally suitable of producing the specified number of parts under normal use, provided that the mould is properly and carefully used as well as adequately and professionally serviced and maintained within reasonably frequent intervals. Any warranty for parts subject to wear and tear and for consistent quality or dimensions of the parts produced is ruled out. Irrespective of the unit quantity previously produced, the warranty expires one year after the date of delivery.
- 12.15 In the event of premature termination, cancellation or other termination including termination under mutual agreement caused by client, and unless we have ourselves given good cause for the rescindment of the contract, we shall be entitled, based on our calculation of cost, to invoice the client for work and services rendered by us up to the date of termination. In addition, we shall charge a lump sum of 5% of the sum of the order for lost profit with reference to the total order. Either party hereto reserves the right to furnish proof from time to time that the difference between the agreed remuneration and the expenses which we have saved as a result of the rescindment of the contract or which we may have acquired through other deployments of our labour force or which we have with malicious intent failed to acquire, will result in a higher or a lower amount of reimbursement.
- XIII. Special conditions for the delivery of plastic parts**
- 13.1 The following conditions apply to contracts, that concern the delivery of plastic parts. They apply supplementing to the general conditions.
- 13.2 Order cancellations are only valid once we have agreed to them. In such cases, we are entitled to a lump sum of 20 % of the agreed total purchase price as compensation for our lost earnings without needing to provide any evidence of this. The customer is expressly permitted to furnish evidence that damages have not occurred or that these are considerably lower than the lump sum. In individual cases, we reserve the right to demand a higher level of compensation if we have proof that we have suffered more damages.
- 13.3 If more than two months pass between the issuing of orders and the agreed delivery date, when generally increasing our list prices we are entitled to increase the agreed delivery price in this period by the same extent to which we have increased the list price for the product ordered. The same right exists in the event of delivery delays for which the customer is responsible as far as the increasing of the list price takes place during the delay.
- 13.4 Once the contract has been concluded, if the customer's financial circumstances deteriorate greatly or if we are only informed of a major deterioration in the customer's financial circumstances once the contract is concluded, then we are entitled to select between demanding prepayments or the provision of security.
- 13.5 Moulds, tools and other pieces of production remain our property, even if they are fully or partially charged to the customer.
- 13.6 The agreed time of delivery begins on the date of order confirmation provided that all technical issues have been clarified.
- 13.7 The delivery deadline is observed if the ordered goods are ready for dispatch within the agreed dates. We cannot assume liability for the goods arriving at the customer's premises on time.
- 13.8 If dispatch is delayed at the instigation of the customer by more than 2 weeks after the agreed delivery date or, if no delivery date has been agreed on, by more than 2 weeks after readiness to dispatch has been announced, we are entitled to charge a flat rate storage charge for every month started amounting to 0.5% of the price of the delivery but this will not exceed 5% of the price of the delivery. Both contractual partners reserve the right to furnish evidence of greater or lower storage costs.
- 13.9 If the customer does not accept the goods, once we have set a subsequent deadline of 14 days, we are entitled to withdraw from the contract or to demand compensation for non-fulfilment. In the latter case, we are entitled to assert a flat rate claim of 20 % of the agreed total purchase price. Both parties reserve the right to prove a greater or lesser extent of damage.
- 13.10 We only ever rectify faults on our own premises. On request, the customer is therefore obliged to return defective goods to us at our cost.
- 13.11 A defect is not considered to exist in the event of standard variances, in particular regarding dimensional and weight details, rating details, colour shades for paintwork and discoloration of plastic parts, in particular when compared with our colour cards or colour samples.
- 13.12 The customer may process the goods, to which we retain ownership, as part of his normal business and mix, blend or combine it with other objects unless he is in payment arrears or has stopped making payments. We agree at this point that if the customer processes, mixes, blends or combines the goods, we shall be entitled to partial ownership of the new goods or quantity of goods produced by the processing, mixing, blending or combining; the level of ownership shall match the ratio which the goods subject to retention of title represents in the value of the products involved in the processing, mixing, blending or combining. The customer shall store the new item and/or entire volume of mixed, blended or combined items resulting from processing for us.
- 13.13 The customer may sell the goods to which we reserve the retention of title or to which we are entitled to partial ownership as part of his usual business unless he is in payment arrears or has stopped making payments. He must not pawn the goods or assign them as security. Sales abroad are only permitted with our prior written consent. If the customer sells goods to which we reserve the retention of title, at this stage and until all our outstanding payments have been settled, he cedes to us the rights to his customers which he gains from this sale along with all secondary rights, securities and retentions to titles.
- 13.14 We may demand that the customer informs his customers of this cession and provides us with all details and documents which are required for collection. The customer may however collect the outstanding payments ceded to us provided that he is not in payment arrears to us or has not stopped making payments to us. If the customer's outstanding payments from re-selling the goods to which we reserve the retention of title are made to a current account, then at this stage the customer cedes to us his claim to payments from the relevant and/or known balance and does so to the extent to which the re-sale of the goods to which we reserve the retention of title is included in outstanding payments. If we

Sales and delivery conditions of Braunform GmbH

- are only entitled to partial ownership of the goods sold, then this cession only amounts to the level of the value of our co-ownership.
- 13.15 If goods to which we reserve the retention of title or to which we are entitled to partial ownership are sold along with other goods for a total price, then the above cession only applies to the level of the goods to which we reserve the retention of title and/or to the value of our co-ownership. If the customer receives a cheque or bill of exchange for the sale of the goods to which we reserve the retention of title, then at this point he transfers the cheque or bill of exchange to us until all our outstanding payments have been settled. He undertakes to keep the cheque or bill of exchange safe for us. The ruling of the above clause applies accordingly.
- XIV. Area of jurisdiction, place of performance, applicable legislation, language**
- 14.1 The place of performance and payments is Bahlingen.
- 14.2 If the customer is a businessman, legal person from a public corporation or separate estate under public law, the exclusive area of jurisdiction for any dispute concerning this contract is our place of business. The same applies if the customer has no general area of jurisdiction in Germany or if his place of residence or usual inhabitancy at the time of the complaint enquiry is not known. We are however also entitled to institute proceedings at the customer's headquarters.
- 14.3 Legal relations between the customer and ourselves are subject only to German law. The international sales law (the United Nations Convention on Contracts for the International Sales of Goods) or other interstate laws are excluded if this is permitted by law.
- 14.4 The contractual language is German. The German version of these conditions takes precedence.

- XV. Salvation clause**
- If individual clauses of these conditions are or become wholly or partially ineffective, or if a gap is found in these conditions, the validity of the remaining conditions is not affected. A valid clause which most closely reflects the original intended meaning of the ineffective clause is agreed on in place of the ineffective clause. In the event of a gap, agreement is reached on a clause which most closely reflects the original intended meaning of this clause if the matter had been considered in advance. This also applies if the ineffectiveness of a clause depends on a standardised measurement of work or time in these conditions; a measurement of work or time which most closely reflects both that permissible by law and that intended is agreed on in its place.