

## General Terms and Conditions of Beichler & Grünenwald GmbH

### 1. Scope of application - Verbal collateral agreements

- 1.1 All deliveries and services (hereinafter individually or collectively "**SERVICE(S)**") of Beichler & Grünenwald GmbH (hereinafter "**B&G**") to the customer (hereinafter "**CUSTOMER**") are subject exclusively to the following General Terms and Conditions (hereinafter "**GTC**"). B&G does not recognize any conflicting, deviating or such terms and conditions of the CUSTOMER that are not specified in these GTC, unless B&G has expressly agreed to their validity in writing.

This shall also apply if B&G performs the SERVICES without reservation in the knowledge that the CUSTOMER's terms and conditions conflict with, deviate from or are not specified in these GTC, or if the CUSTOMER refers to the validity of its terms and conditions in its inquiry, order or otherwise in connection with the execution of the contract.

- 1.2 In the context of ongoing business relationships, these GTC shall also apply to future transactions with the CUSTOMER without the need for express reference by B&G in each case.
- 1.3 All agreements made between the CUSTOMER and B&G for the purpose of executing a contract are set out in writing in the respective contract and in these GTCs.
- 1.4. The sales employees of B&G are not authorized to make verbal collateral agreements.
- 1.5 These GTC only apply to companies within the meaning of §§ 310 (1), 14 BGB (German Civil Code).

### 2. Offers - Offer Documents

- 2.1 B&G's offers are non-binding and subject to change, unless expressly agreed otherwise.
- 2.2 The CUSTOMER's orders shall only become binding for B&G once B&G has confirmed them in writing, accepted them conclusively by delivery or performance or by issuing an invoice.
- 2.3 The CUSTOMER is obliged to carefully check the descriptions of the SERVICES of B&G for their correctness, completeness and expediency. This applies in particular to project offers in which B&G has made assumptions on which B&G has based the calculation and the delivery and service description. If B&G's assumptions are not correct, the CUSTOMER must inform B&G without delay so that B&G can correct the presentation.
- 2.4 Unless expressly agreed otherwise, illustrations, drawings, calculations and other product-, application- or project-related documents containing valuable know-how or valuable information (hereinafter "**DOCUMENTS**") shall remain the property of B&G and are subject to B&G's copyright, even if B&G provides them to the CUSTOMER

The CLIENT may not pass on, publish or reproduce the DOCUMENTS or use them for any purpose other than the agreed purpose without B&G's prior written consent.

### 3. Prizes

- 3.1 The statutory value added tax is not included in B&G's prices; B&G will show it separately on the invoice at the statutory rate on the date of invoicing.
- 3.2 The costs for packaging, transportation and insurance shall be charged separately by B&G, unless expressly agreed otherwise.
- 3.3 The deduction of discounts requires a special written agreement.
- 3.4 If, between the conclusion of a contract between the CUSTOMER and B&G and the time at which B&G purchases the materials for the manufacture of the goods under the contract, the purchase prices which B&G has to pay for the purchase of these materials have changed - i.e. have

increased or decreased - B&G shall be entitled to change the sales price to the CUSTOMER accordingly to the extent of all changes (i.e. increases and decreases) in the purchase prices of all materials existing at that time. However, the change may only be made in relation to that part of the sales price which corresponds to the purchase prices for these materials.

If B&G exercises this right to a price adjustment, B&G shall - upon request - provide the CUSTOMER with all information relevant to the changed cost factors in writing and in a comprehensible manner.

- 3.5 If the CUSTOMER is in default of acceptance and/or if dispatch is delayed at the request of the CUSTOMER, B&G shall be entitled to demand from the CUSTOMER the costs incurred by the storage of the goods affected by the default of acceptance/delay, but at least 0.5% of the price of the goods affected by the default of acceptance/delay for each week or part thereof, up to a maximum total of 5%.

The parties shall be entitled to prove that higher, lower or no storage costs were incurred. The statutory rights to withdraw from the contract and to demand compensation remain unaffected by this.

#### **4. Terms of Payment - Offsetting - Retention - Collateral - Assignment**

- 4.1 Unless expressly agreed otherwise, the CUSTOMER shall pay net within 30 days of the invoice date, but not before receipt of the goods.
- 4.2 The CUSTOMER shall only be entitled to set-off rights if its counterclaims are (a) legally established, (b) undisputed, (c) recognized by B&G or (d) in a close reciprocal relationship to B&G's claim.
- 4.3 The same applies to rights of retention. In addition, the CUSTOMER shall only be authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.
- 4.4 If there are actual indications of a deterioration in the CUSTOMER's assets after conclusion of the contract or if other facts exist or become apparent after conclusion of the contract which justify the assumption that B&G's claim to consideration is jeopardized by a lack of ability to pay, B&G shall be entitled to demand appropriate securities for the SERVICES and/or to revoke any payment terms granted - also for other claims. If the CUSTOMER fails to provide the appropriate securities demanded by B&G within a reasonable period of time, B&G may withdraw from the contract in question. Existing claims arising from SERVICES rendered or due to default shall remain unaffected, as shall B&G's rights under § 321 BGB.
- 4.5 The assignment of claims arising from the contractual relationship is only permitted with B&G's prior written consent. There is no entitlement to the granting of such consent. § 354a HGB (German Commercial Code) remains unaffected by this.

#### **5. Delivery Time - Reservation of Self-Delivery - Force Majeure - Partial Performance**

- 5.1 Unless expressly agreed otherwise, the agreed times for the SERVICES are generally not fixed dates (§ 323 (2) No. 2 BGB, § 376 HGB).
- 5.2 The deadlines for the SERVICES shall not commence until all details have been clarified and both parties have agreed on all conditions of the contract.

Prerequisites for compliance with the delivery and performance deadlines are in particular

- The CUSTOMER shall submit all documents to be provided by the CUSTOMER to B&G in good time.
- The CUSTOMER shall deliver all materials and tools to B&G, which the CUSTOMER must provide.
- The CUSTOMER shall provide all permits and approvals to be obtained by him in good time.

- The CUSTOMER must fulfill all obligations, in particular his payment obligations, in full and on time.

The defense of non-performance of the contract remains reserved.

- 5.3 Unless expressly agreed otherwise, the delivery deadline shall be deemed to have been met if the goods have left B&G's respective production plant within the agreed delivery deadline.
- 5.4 B&G shall be released from its obligation to deliver if B&G (a) through no fault of its own is not supplied on time with the correct goods/supplied parts ordered to fulfill the contract and (b) has concluded a congruent hedging transaction with the supplier/subcontractor.

In such a case, B&G is obliged to inform the CUSTOMER without delay and to reimburse any form of consideration already received from the CUSTOMER without delay.

- 5.5 Events of force majeure, i.e. events over which B&G has no influence and for which B&G is not responsible, shall entitle B&G to postpone the SERVICES for the duration of the hindrance and a reasonable start-up period. This shall also apply if such force majeure events occur during an existing delay. It is irrelevant whether these circumstances occur at B&G, the supplying plant or an sub-supplier.

Should it not be possible for B&G to deliver the goods or perform the SERVICE within a reasonable period of time due to such events, the CUSTOMER and B&G shall be entitled to withdraw from the contract or, if applicable, from the part of the contract that has not yet been fulfilled. Claims for damages due to such a withdrawal shall not exist.

Events of force majeure include, but are not limited to: official measures and orders (regardless of whether they are valid or invalid), shortages of raw materials or energy, significant operational disruptions, such as the destruction of the business as a whole or of important departments or the failure of essential production facilities, serious transport disruptions, fire, floods, storms, explosions or other natural disasters, mobilizations, wars, riots, pandemics and epidemics.

- 5.6 Insofar as it is reasonable for the CUSTOMER, B&G is entitled to make partial deliveries and render partial services, which B&G may invoice separately in each case.
- 5.7 B&G shall be liable for default in accordance with the statutory provisions, taking into account the limitations set out in Section 10 of these GTC, subject to the following proviso:

If the delay is due to simple negligence and B&G is not mandatorily liable for injury to life, limb or health or due to the assumption of a guarantee or a procurement risk, B&G's liability for damages caused by delay shall be limited in such a way that the CUSTOMER may demand 0.5% for each completed week of delay, but no more than a total of 5% of the price for the part of the SERVICES that could not be put to the intended use due to the delay. This does not imply a change in the burden of proof to the detriment of the CUSTOMER. The CUSTOMER's statutory right of withdrawal shall remain unaffected by this.

## **6. Terms of Delivery - Transfer of Risk - INCOTERMS - Transport Insurance**

- 6.1 Unless expressly agreed otherwise, delivery shall be "ex works" in the place specified in the offer or acceptance by B&G, or, if no destination is specified in the offer/acceptance, "ex works" 74369 Löchgau, Federal Republic of Germany (in accordance with INCOTERMS in the respective valid version, currently INCOTERMS 2020) .
- 6.2 Unless expressly agreed otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to the CUSTOMER when the goods are handed over to the carrier, but at the latest when they leave the delivery warehouse. This shall also apply if B&G has assumed responsibility for delivery.

If the dispatch of the goods is delayed due to the CUSTOMER's fault, the risk shall pass to the CUSTOMER from the time at which B&G has notified the CUSTOMER that the goods are ready for dispatch.

6.3 If internationally customary shipping and risk transfer clauses are used in the contract, these shall be interpreted in accordance with the international rules for the interpretation of customary commercial contract formulas (INCOTERMS in the respective valid version, currently INCOTERMS 2020).

## **7. Dimensions - Weights - Delivery Quantities**

7.1 The relevant DIN and EN standards, if available, shall apply to compliance with the dimensions. Otherwise, B&G specifies dimensions, weights, utility values, load capacity, tolerances and technical data in the offers and order confirmations to the best of its knowledge. Unless expressly agreed otherwise and insofar as it is reasonable for the CUSTOMER, minor deviations shall not entitle the CUSTOMER to make complaints.

7.2 Furthermore, customary deviations as well as deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components with equivalent parts are permitted, unless expressly agreed otherwise and insofar as this is reasonable for the CUSTOMER.

## **8. Claims for Defects - Obligations to give Notice of Defects**

8.1 The statutory provisions shall apply to the CUSTOMER's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below.

8.2 If there is a defect, B&G is entitled to subsequent performance in the form of rectification of the defect or subsequent delivery of a new defect-free item.

8.3 B&G and the CUSTOMER agree that in the event of a claim for subsequent performance (rectification or subsequent delivery), the more cost-effective option shall be chosen, provided that the CUSTOMER does not suffer any disadvantages as a result.

8.4 If the complaint proves to be justified, B&G shall bear the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden for B&G, in accordance with the statutory provisions and these GTC.

8.5 If the expenses required for the purpose of subsequent performance increase due to the fact that the CUSTOMER has taken the goods to a place other than the place of performance after delivery, the CUSTOMER shall bear the additional costs incurred as a result.

8.6 If it turns out in the course of subsequent performance that there is no defect, B&G may demand compensation from the CUSTOMER for the costs incurred as a result of the unjustified request to remedy the defect if the CUSTOMER knew or was negligently unaware that there was in fact no defect.

8.7 The CUSTOMER must notify B&G in writing of any complaints due to incomplete or defective delivery immediately after delivery (obvious defects) or discovery of the defect. Otherwise, the assertion of claims for defects shall be excluded. In the case of goods intended for installation or other further processing, an inspection must always be carried out immediately before processing

Claims for defects by the CUSTOMER also presuppose that the CUSTOMER has properly complied with the statutory obligations to inspect and give notice of defects (in particular in accordance with § 377 HGB). B&G does not agree to any restriction of the CUSTOMER's statutory obligations to inspect and give notice of defects (in particular in accordance with § 377 HGB).

8.8 In the event of notices of defects, payments by the CUSTOMER may only be withheld to an extent that is in reasonable proportion to the material defects that have occurred. The CUSTOMER may only withhold payments if a justified notice of defects is asserted.

8.9 The CUSTOMER shall have no claims for defects

- in the event of defects arising after the transfer of risk due to natural wear and tear, improper use or improper storage of the goods.
  - in the event of problems and/or damage arising after the transfer of risk as a result of incorrect or negligent handling of the goods.
  - in the event of problems and/or damage arising after the transfer of risk as a result of excessive use or unsuitable operating materials.
  - in the event of problems and/or damage that arise after the transfer of risk due to special external influences that are not provided for in the contract.
  - if improper modifications or repair work are carried out by the CUSTOMER or third parties.
  - if the defect is due to a material and/or a tool provided by the CUSTOMER.
  - if the defect is due to a material specified by the CUSTOMER.
- 8.10 Claims for defects shall lapse within 12 months of the transfer of risk. This shall not apply insofar as the law prescribes longer limitation periods pursuant to §§ 438 (1) No. 2, 438 (3), 479 (1) and § 634a BGB and for liability for damages resulting from injury to life, body or health as well as for liability for damages based on an intentional or grossly negligent breach of duty.
- 8.11 The CUSTOMER shall only have statutory rights of recourse against B&G to the extent that the CUSTOMER has not made any agreements with its customer that go beyond the claims for defects justified under German law.
- 8.12 The CUSTOMER may only demand compensation from B&G in accordance with Section 10 of these GTC .

## 9. Industrial Property Rights - Defects of Title - Inventions

- 9.1 Unless expressly agreed otherwise, B&G is obliged to provide the SERVICES free of third-party property rights only in the country of the place of manufacture and the place of delivery.
- "PROPERTY RIGHTS"** within the meaning of these GTC are patents, utility models and designs, trademarks, including their respective applications, as well as copyrights.
- 9.2 If a third party asserts justified claims against the CUSTOMER due to the infringement of PROPERTY RIGHTS by SERVICES provided by B&G and used in accordance with the contract, B&G shall be liable to the CUSTOMER within the period specified in Section 8.9 of these GTC as follows:
- 9.3 B&G shall, at its own discretion and expense, either (a) obtain a right of use for the SERVICES concerned, (b) modify them in such a way that the PROPERTY RIGHT is not infringed, or (c) replace them.
- If this is not possible for B&G under reasonable conditions, the CUSTOMER shall be entitled to the statutory rights of withdrawal or reduction.
- B&G's obligation to pay damages is governed by Section 10 of these GTC.
- 9.4 The aforementioned obligations of shall only apply if and insofar as (a) the CUSTOMER has informed B&G immediately in writing of the claims asserted by the third party, (b) the CUSTOMER has not acknowledged an infringement and (c) B&G reserves the right to take all defensive measures and to conduct settlement negotiations.
- 9.5 Claims are excluded if the CUSTOMER is responsible for the infringement of the PROPERTY RIGHT.
- 9.6 The CUSTOMER's claims shall also be excluded if and to the extent that (a) the infringement of PROPERTY RIGHTS is caused by special specifications of the CUSTOMER (also by specified or provided materials), (b) by an application not foreseeable by B&G or (c) by the fact that the CUSTOMER has subsequently modified the SERVICES without authorization.
- 9.7 Further claims or claims other than those regulated in this Section 9 of these GTC against B&G or against vicarious agents of B&G due to a defect of title are excluded.



- 9.8 If a result capable of being protected by PROPERTY RIGHTS is produced in connection with the contractual obligations, B&G shall be exclusively entitled to all PROPERTY RIGHT to this result, unless the CLIENT was significantly involved in the production of the result. In such a case or in all other cases in which a result capable of being protected by PROPERTY RIGHTS was created jointly, B&G and the CUSTOMER agree that the PARTIES shall seek and find an amicable solution regarding the distribution of such results capable of being protected by PROPERTY RIGHTS, whereby B&G shall be entitled to at least a non-exclusive right of use free of charge, unlimited in terms of space, time and content.

Irrespective of this, existing PROPERTY RIGHTS shall remain with B&G. The transfer of PROPERTY RIGHTS as well as the granting of a right of use to a PROPERTY RIGHT in favor of the CUSTOMER - regardless of the type - requires an express written agreement between the parties.

## 10. Liability

- 10.1 B&G shall only be liable to the CUSTOMER for damages and reimbursement of futile expenses within the meaning of § 284 BGB (hereinafter "**DAMAGES**") due to defects in the SERVICES or due to breach of other contractual or non-contractual obligations, in particular from tortious acts, in the event of intent or gross negligence. The above limitation of liability shall not apply in the event of injury to life, limb or health, the assumption of a guarantee or a procurement risk, the breach of material contractual obligations or liability under the Product Liability Act (Produkthaftungsgesetz).
- 10.2 DAMAGES for breach of material contractual obligations shall be limited to compensation for typical contractual damages that B&G should have foreseen as a possible consequence upon conclusion of the contract due to circumstances recognizable to B&G, unless there is intent or gross negligence or liability for injury to life, limb or health, the assumption of a guarantee or a procurement risk and under the Product Liability Act (Produkthaftungsgesetz).
- 10.3 The contractually typical, foreseeable damages within the meaning of Section 10.2 of these GTC are as follows:
- (a) per claim: damages up to a maximum of 30% of the net purchase price of the affected contract.
  - (b) in the event of several claims in relation to the CUSTOMER within one calendar year: damages up to a maximum of 50% of the net turnover for which the CUSTOMER has received SERVICES from B&G up to the occurrence of the claim
- 10.4 In any case, foreseeable damages typical of the contract within the meaning of Section 10.2 of these GTC shall not include indirect damages (e.g. loss of profit or damages resulting from production interruptions).
- 10.5 Irrespective of Section 10.3 and section 10.4 of these GTC, the economic circumstances of B&G, the nature, scope and duration of the business relationship, any causation and/or fault contributions of the CUSTOMER in accordance with § 254 BGB shall be taken into account appropriately in favor of B&G when determining an amount to be paid by B&G to the CUSTOMER as compensation for DAMAGES. In particular, the DAMAGES to be borne by B&G must be in reasonable proportion to the value of the goods.
- 10.6 Insofar as liability for damages against B&G is excluded or limited, this also applies with regard to the personal liability for damages of B&G's employees, workers, staff, representatives and vicarious agents.
- 10.7 A change in the burden of proof to the detriment of the CUSTOMER is not associated with the above provisions in this Section 10 of these GTC.
- 10.8 Material contractual obligations within the meaning of Sections 10.1 and 10.2 of these GTC are those obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the CUSTOMER has relied and was entitled to rely.

## 11. Retention of title

- 11.1 All delivered goods shall remain the property of B&G until all claims have been fulfilled, in particular also the respective balance claims to which B&G is entitled within the scope of the business relationship with the CUSTOMER (balance reservation). The goods covered by this retention of title are hereinafter referred to as "**RESERVED GOODS**". This shall also apply to future and conditional claims, e.g. from bills of exchange, and also if payments are made on specially designated claims. This reservation of balance shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance.
- 11.2 If the CUSTOMER does not meet his payment obligations, if he is in default of payment, if an application is made to open insolvency proceedings against the CUSTOMER's assets, if the CUSTOMER has suspended payments or in the event of other breaches of duty by the CUSTOMER, B&G shall be entitled to take back the RESERVED GOODS. The taking back of the RESERVED GOODS by B&G shall constitute a withdrawal from the contract concerned. The CUSTOMER shall be obliged to return the RESERVED GOODS to B&G.
- 11.3 The CUSTOMER may process, combine and mix the PROVISIONAL GOODS in the ordinary course of business. Any processing, combining or mixing of the RESERVED GOODS shall always be carried out for B&G as manufacturer within the meaning of § 950 BGB, without obligating B&G. The processed, combined and mixed goods shall be deemed to be RESERVED GOODS. If the CUSTOMER processes, combines or mixes the PROVISIONAL GOODS with other goods, B&G shall be entitled to co-ownership of the new item in the ratio of the invoice value of the PROVISIONAL GOODS to the invoice value of the other goods used. If B&G's ownership expires as a result of processing, combining or mixing, the CUSTOMER hereby assigns to B&G the ownership rights to which it is entitled to the new stock or the item to the extent of the invoice value of the RESERVED GOODS. The CUSTOMER shall store B&G's (co-)ownership for B&G free of charge.
- 11.4 The CUSTOMER is revocably permitted to sell the RESERVED GOODS in the ordinary and usual course of business under his normal terms and conditions. The CUSTOMER shall not be entitled to dispose of the RESERVED GOODS in any other way.
- 11.5 The claims arising from the resale of the RESERVED GOODS or on any other legal grounds with regard to the goods (co-)owned by B&G are hereby assigned to B&G by way of security, together with all securities which the CUSTOMER acquires for the claim, in the amount of the invoice value of the goods concerned. They shall serve as security to the same extent as the RESERVED GOODS. If the RESERVED GOODS are sold by the CUSTOMER together with other goods not sold by B&G, the claim arising from the resale shall be assigned to B&G in the ratio of the invoice value of the RESERVED GOODS to the invoice value of the other goods sold. In the case of the sale of goods in which B&G has co-ownership shares, a part corresponding to B&G's co-ownership share shall be assigned to B&G. If the RESERVED GOODS are used by the CUSTOMER to fulfill a contract for work and services, the claim arising from the contract for work and services shall be assigned to B&G in advance to the same extent.
- 11.6 At B&G's request, the CUSTOMER shall notify its customers of the assignment, inform B&G of all assigned claims and their debtors and provide B&G with all information and documents necessary for collection.
- 11.7 In the ordinary course of business, the CUSTOMER is revocably authorized to collect claims assigned to B&G from the resale in its own name. B&G may revoke this collection authorization if the CUSTOMER fails to meet its payment obligations, if it defaults on payment, if an application is made to open insolvency proceedings against the CUSTOMER's assets, if the CUSTOMER ceases to make payments or in the event of other culpable breaches of duty by the CUSTOMER.
- 11.8 The assignment of receivables from the resale is not permitted unless it is an assignment by way of genuine factoring, which is notified to B&G and in which the factoring proceeds exceed the

value of B&G's secured claim. B&G's claim shall become due immediately when the factoring proceeds are credited.

- 11.9 Pledging, transfer of ownership by way of security or other dispositions concerning RESERVED GOODS is not permitted. The CUSTOMER must inform B&G immediately of any seizure or other impairments by third parties. The CUSTOMER shall bear all costs that must be incurred to cancel the seizure or to return the RESERVED GOODS, unless they are reimbursed by third parties.
- 11.10 B&G shall release the securities to which B&G is entitled at the request of the CUSTOMER to the extent that the realizable value of the securities of B&G exceeds the claims to be secured by more than 10%; B&G shall be responsible for selecting the securities to be released.

## 12. Supplies - Tools

- 12.1 If the CUSTOMER provides B&G with materials (e.g. in the form of materials or parts to be finished) and/or tools (hereinafter collectively referred to as "**SUPPLIES**"), the CUSTOMER shall send the SUPPLIES to B&G free of charge.

The CUSTOMER shall be obliged to retrieve the SUPPLIES at any time at B&G's request. If the CUSTOMER does not comply with such a request within a reasonable period of time, B&G shall be entitled to return them to the CUSTOMER at the CUSTOMER's expense.

- 12.2 The CUSTOMER shall bear the costs of maintenance and desired changes to the SUPPLIES.
- 12.3 The CUSTOMER shall be liable for the technically correct design and execution of the SUPPLIES in such a way as to ensure the purpose of production

Unless expressly agreed otherwise, B&G shall not be obliged to check the conformity of the SUPPLIES with the enclosed drawings or samples.

- 12.4 If B&G manufactures or procures SUPPLIES at the CUSTOMER's request, the CUSTOMER shall reimburse B&G for the costs incurred.

If the full costs have not been charged, the CUSTOMER shall also bear the remaining costs if he does not purchase the quantities envisaged by him on conclusion of the contract.

- 12.5 The SUPPLIES manufactured or procured by B&G shall remain the property of B&G.
- Insofar as it is agreed that the CUSTOMER shall become the owner of the SUPPLIES, ownership of the SUPPLIES shall pass to the CUSTOMER upon payment of the purchase price. The handover of the SUPPLIES shall be replaced by an obligation on the part of B&G to store them.

- 12.6 All SUPPLIES shall be treated by B&G with the care that B&G uses in its own affairs.
- At the CUSTOMER's request, B&G shall insure the SUPPLIES at the CUSTOMER's expense.

## 13. Place of Performance - Place of Jurisdiction - Applicable Law

- 13.1 Unless otherwise agreed, the place of performance for all obligations of both parties arising from the contractual relationship shall be Löchgau, Federal Republic of Germany.
- 13.2 For legal disputes that fall within the subject matter jurisdiction of the local courts (Amtsgerichte), the local court (Amtsgericht) of Besigheim and for legal disputes that fall within the subject matter jurisdiction of the regional courts (Landgerichte), the regional court (Landgericht) of Stuttgart is agreed as the place of jurisdiction.

B&G is optionally entitled to sue the CUSTOMER at its general legal place of jurisdiction.

- 13.3 German law shall apply to the exclusion of the conflict of laws provisions.