# **1. GENERAL - SCOPE OF APPLICATION**

1.1. The following general terms and conditions (the "Terms and Conditions") shall apply exclusively to all our sales and other deliveries and services, including contracts for work and services, the delivery of non-fungible goods and advice and recommendations in dealings with entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law unless individual deviations are agreed in individual cases. They shall also apply to all future business transactions with the customer, even without express inclusion in each case.

**1.2.** The customer accepts the following conditions as binding for the present contract and also for all future contracts. Any deviating terms and conditions or counter-confirmations of the customer shall only be binding on us if and to the extent that we have expressly agreed to them in writing. In particular, our silence with regard to such deviating terms and conditions or counter-confirmations shall not be deemed to constitute acceptance or consent. Such deviating terms and conditions or counter-confirmations of the customer are hereby expressly rejected.

### 2. OFFERS, CONCLUSION OF CONTRACT

**2.1.** Our offers are always non-binding. A contract is only concluded when we have confirmed the customer's order in writing, or the goods have been delivered by us. The customer is bound to his order for 4 weeks.

**2.2.** The contract shall be governed exclusively by the content of the order confirmation and by these Terms and Conditions. Supplementary agreements, guarantees and all other agreements are only effective if they have been expressly confirmed by us in writing.

**2.3.** The customer is liable for the correctness of the documents to be supplied by him, in particular samples and drawings.

**2.4.** The information, drawings, illustrations and performance descriptions contained in catalogues, price lists or the documents belonging to the offer are approximate values customary in the industry. We reserve the right to deviations in quality, design and colour customary in trade and materials if this is unavoidable due to the raw material situation and/or for technical reasons. No guarantee is given for compliance with the specific weights, dimensions and quantities; deviations customary in the industry are reserved.

**2.5.** Any reference to standards, similar technical rules, other technical specifications, descriptions and illustrations of the delivery item is only a description of performance and not a guarantee of quality. Certain qualities of the goods shall in principle only be deemed to be guaranteed by us if we have expressly confirmed this in writing.

#### 3. PRICES

**3.1.** All prices are quoted in euros plus the applicable value added tax. Unless otherwise agreed in writing, our prices are ex works excluding packaging and loading. Costs of packaging and loading shall be invoiced separately.

**3.2.** Unless otherwise agreed, the list prices valid at the time the order is placed shall apply.

**3.3.** Price changes within the framework of confirmed orders or contracts are permissible if there are more than four months between the conclusion of the contract and the promised or agreed delivery date. If wages or material costs increase thereafter until completion, we shall be entitled to increase the price appropriately in accordance with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase exceeds the increase in the general cost of living between order and delivery by more than an insignificant amount.

3.4. If we have agreed fixed prices with the customer

for a certain period of time (so-called "Condition Agreement"), these prices shall apply to all orders and contracts confirmed during this period. However, in the event of significant cost increases for our product and material purchases, for example due to currency fluctuations between the Euro and the currency agreed with our suppliers (see clause 3.4.1) or due to increases in transport costs (see clause 3.4.2), we shall be entitled to adjust the prices agreed in Condition Agreements as follows.

**3.4.1.** If, during the term of a Condition Agreement, the effective exchange rate of the euro to the currency agreed with the supplier in each case deviates by more than 5 % compared to the first day of validity of the Condition Agreement (or a previous adjustment), we reserve the right to adjust the agreed prices in accordance with the effect of this exchange rate development on our costs in the purchase of products and materials. We shall give at least 4 weeks prior notice of the adjustment.

3.4.2. If the transport costs (in particular container freight rates) for our product and material purchases or our deliveries to the customer increase by more than 10% during the term of a Condition Agreement compared to the first day of validity of the Condition Agreement (or a previous adjustment), we reserve the right to levy a temporary freight surcharge to compensate for the increased transport costs. If such increased transport costs lead to an increase in our costs in product and material purchasing by more than 10% during the term of a Condition Agreement compared to the first day of validity of the Condition Agreement (or a previous adjustment), we also reserve the right to adjust the agreed prices in accordance with this cost increase in product and material purchasing. We shall give at least 4 weeks prior notice of the adjustment.

**3.5.** The maximum price adjustment (incl. the temporary freight surcharge) according to the above clauses 3.4.1 to 3.4.2 is 20 % in relation to the prices agreed in the Condition Agreement (or in a previous adjustment). If the cost developments in accordance with the above clauses 3.4.1 to 3.4.2 justify a price adjustment in excess of this, the parties shall reach a mutual agreement on this in good faith. If no agreement is reached within 4 weeks after notification of such a price adjustment request of more than 20 %, we shall be entitled to terminate the Condition Agreement subject to a notice period of 3 months.

**3.6.** In the case of follow-up orders, we shall not be bound by the prices from a previous contract.

**3.7.** For orders up to  $\in$  75 net value of goods, we charge  $\in$  19.50 a small quantity surcharge incl. freight share. From  $\in$  75 to  $\in$  150 net value of goods, we charge  $\in$  14.50 a small quantity surcharge incl. freight share.

# 4. PLACE OF PERFORMANCE, SHIPPING, TRANSFER OF RISK

4.1. Delivery shall be ex warehouse, which is also the place of performance. At the request and at the expense of the customer, the goods shall be shipped to another place of destination ("Versendungskauf"). Unless otherwise agreed in writing, the goods shall be shipped by us uninsured at the risk and expense of the customer. We reserve the right to choose the packaging, the transport route and the means of transport without guarantee and liability for the cheapest or fastest shipping method. In the case of urgent or express shipment, the additional freight cost shall be borne by the customer. There will be no remuneration for customers collecting the goods themselves. 4.2. Unless otherwise agreed upon, the risk shall transfer to the customer upon delivery of the goods. In the case the goods are shipped to the customer (Versendungskauf), the risk shall transfer to the customer upon handing over of the goods (including partial deliveries) to the forwarding agent, the freight

forwarder, the carrier, or any other company responsible for the shipping. Transport damages must be noted immediately on the delivery note and confirmed by the carrier or, in the case of shipment by rail or post, be ascertained by railway of postal office in order to assert claims for compensation. We will take out transport insurance only upon a special request and at the expense of the customer.

**4.3.** Goods that have been reported ready for dispatch to the customer and are due for delivery must be called off by the customer immediately. If goods ready for dispatch are not called off and accepted by the customer immediately, we may, at our own discretion, dispatch the goods or store them at the customer's expense and risk.

# **5. DELIVERY PERIODS**

**5.1.** The delivery dates and periods deadlines indicated are to be understood as estimated delivery times. Binding delivery dates and periods must be explicitly agreed in writing.

**5.2.** Delivery periods shall commence with the receipt of our order confirmation by the customer, but not before all details of the execution of the order have been clarified and all other preconditions to be fulfilled by the customer, in particular all documents, approvals, and releases are available and an agreed down payments have been received; the same shall apply to delivery dates.

**5.3.** Deliveries before the expiry of the delivery period are permissible. The day of delivery shall be the day of notification of readiness for dispatch, otherwise the day of dispatch of the goods. We are entitled to make partial deliveries insofar as these are not unreasonable for the customer.

**5.4.** If we are in default in delivery, the customer shall be obliged to set a reasonable grace period of at least 2 weeks. After the unsuccessful expiry of this grace period, the customer may withdraw from the contract, insofar as the goods have not been reported as ready for dispatch before expiry of the delivery period.

Claims for damages and reimbursement of expenses – for whatever reason - shall only exist in accordance with the provisions of section 10.

#### 6. FORCE MAJEURE, OTHER IMPEDIMENTS

6.1. Our obligation to deliver shall be subject to correct and timely delivery to us. If we do not receive deliveries or services from our suppliers for reasons for which we are not responsible, or if events of force majeure occur, we shall be entitled to postpone the delivery for the duration of the impediment plus a reasonable resumption period, or to withdraw from the contract in whole or in part for the part not yet fulfilled. Force majeure shall include, without limitation, strikes, lockouts, government interventions, shortages of energy and raw materials, transport shortages, interferences in operation, e.g. due to fire, water and machinery damage and all other impediments which, viewed objectively, have not been culpably caused by us. The above provisions shall also apply if circumstances referred to therein occur after we have defaulted on delivery.

**6.2.** If a delivery date or period has been bindingly agreed and if the agreed delivery date or period is exceeded due to events according to clause 6.1, the customer may request us to declare within two weeks whether we wish to withdraw from the contract or to deliver the goods within a reasonable grace period. If we do not make a declaration, the customer may withdraw from the unfulfilled part of the contract.

#### 7. TERMS OF PAYMENT

7.1. Deliveries of goods shall be paid in full without any deductions within 30 days of receipt of the invoice to one of the bank accounts specified by us.7.2. We will only accept cheques and bills of ex-

change if expressly agreed and only on account of payment. Invoice corrections for cheques and bills of exchange are subject to their encashment. Value date shall be on the day on which we finally dispose of the countervalue.

**7.3.** If the customer fails to pay on the due date, interest shall be charged on the outstanding amounts at a rate of 8 % above the respective base interest rate per annum. We reserve the right to claim higher damages for default.

7.4. If payment terms are not met or circumstances become known which, according to our due commercial judgement, give rise to justified doubts about the creditworthiness of the customer, including facts which already existed at the time of conclusion of the contract but which were not known to us or which should have been known to us, all claims arising from the business relationship shall become due immediately, irrespective of the term of any bills of exchange accepted and credited, without any separate notification being required. Without prejudice to further statutory rights, we are entitled in such cases to demand advance payment or the provision of securities acceptable to us for outstanding deliveries and, after the unsuccessful expiry of a reasonable grace period for the provision of such securities, to withdraw from the contract or to demand damages. Furthermore, we are entitled to prohibit the resale or processing of the goods owned or co-owned by us and to demand their return to us or the granting of co-ownership at the customer's expense.

**7.5.** The customer shall only have the right of set-off, if his counterclaims have been legally established or are undisputed. The customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. We are entitled to assign our claims from deliveries and services at any time.

#### **8. RETENTION OF TITLE**

**8.1.** All goods delivered by us shall remain our property (the "Reserved Goods") until all claims, in particular also the respective balance claims, to which we are entitled within the scope of the business relationship have been settled (balance reservation – Saldovorbehalt). This shall also apply to claims arising in the future and conditional claims, e.g. from acceptor's bills of exchange, and also if payments are made on particularly designated claims. This balance reservation shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this balance reservation.

**8.2.** The customer shall insure the Reserved Goods sufficiently, in particular against fire and theft. Claims against the insurance company arising from a claim relating to the Reserved Goods are hereby assigned to us in the amount of the Reserved Goods' value.

8.3. Processing and treatment of the Reserved Goods shall be carried out for us as manufacturer within the meaning of § 950 of the German Civil Code (BGB), but without any obligation on our part. If our Reserved Goods are processed or inseparably mixed with other items not belonging to us, we shall acquire coownership of the new item in the ratio of the invoice value of our Reserved Goods to the invoice values of the other processed or mixed items. If our Reserved Goods are combined with other movable objects to form a uniform object which is to be regarded as the main object, the customer hereby assigns to us coownership thereof in the same proportion. The customer shall keep the property or co-property for us free of charge. The objects of the co-ownership rights arising hereunder shall be deemed to be Reserved Goods. At our request, the customer shall be obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights. 8.4. The customer is entitled to resell the delivered goods in the ordinary course of business. He is not permitted to dispose of the Reserved Goods in any other way, in particular by pledging them or granting ownership by way of security. If the Reserved Goods are not paid for immediately by the third party purchaser in the event of resale, the customer shall be obliged to resell them only subject to retention of title. The right to resell and to further process the Reserved Goods shall lapse without further ado if the customer suspends his payments or defaults in payment to us.

8.5. The customer hereby assigns to us all claims, including securities and ancillary rights, accruing to him from or in connection with the resale of the Reserved Goods against the end purchaser or against third parties. We hereby accept this assignment. The customer may not make any agreement with his purchaser which excludes or impairs our rights in any way or nullify the advance assignment of the claim. In the event that Reserved Goods are combined with other items, the claim against the third party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice. In the event of the sale of co-ownership shares as Reserved Goods, the claim from the resale shall be deemed assigned to us in the amount of our co-ownership share.

**8.6.** The customer shall be entitled to collect the claims assigned to us until revoked by us, which is permissible at any time. At our request, he shall be obliged to provide us with the information and documents required to collect the assigned claims and, if we do not do so ourselves, to inform his purchasers of the assignment to us immediately.

**8.7.** If the customer includes claims from the resale of Reserved Goods in a current account relationship with his purchasers, the customer hereby assigns to us any recognised or final balance in his favour in the amount corresponding to the total amount of the claims from the resale of our Reserved Goods included in the current account relationship.

**8.8.** If the customer has already assigned claims from the resale of the goods delivered or to be delivered by us to third parties, in particular on the basis of genuine or non-genuine factoring or has entered into other agreements on the basis of which our current or future security rights according to section 8 could be impaired, he must notify us of this without delay. In the event of non-genuine factoring, we shall be entitled to withdraw from the contract and to demand the return of goods already delivered. The same shall apply in the case of genuine factoring if the customer cannot freely dispose of the purchase price for the claim under the contract with the factor.

**8.9.** In case of breach of contract by the customer, in particular in case of default in payment, we shall be entitled to withdraw from or terminate the contract in accordance with the statutory provisions and consequently to take back all Reserved Goods; in this case, the customer shall be obliged to return the goods without further ado. In order to determine the inventory of the goods delivered by us, we may enter the customer's business premises at any time during normal business hours. The customer shall inform us immediately in writing of any seizure by third parties of Reserved Goods or claims assigned to us.

**8.10.** If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10 % in total, we shall be obliged to release securities of our choice to such extent at the customer's request.

# 9. DUTY OF INSPECTION, WARRANTY

**9.1.** The customer shall inspect the delivered goods immediately upon receipt. Obvious defects (including the absence of quality guarantees) or defects that would have been found during a thorough inspection must be notified to us in writing without delay, but no later than 7 days after receipt of the goods. Hidden defects must be notified to us in writing wi-

thout delay, at the latest, however, within 7 days of their discovery. If the customer fails to notify us in due form and time, the goods shall be deemed to have been approved. The timeliness of the notification shall be determined by the time of its receipt by us.

9.2. In the event of justified notifications of defect, we shall be obliged, at our discretion, to provide subsequent performance either by delivering defectfree replacement goods or by rectifying the defect. If we deliver defect-free goods for the purpose of subsequent performance, the defective goods shall become our property and the customer shall keep the defective goods for us. Disposal, further processing or passing on of the defective goods is only permissible with our written consent. If we choose to rectify the defect, the customer is obliged to make the defective goods available to us free of charge for inspection and rectification. We are entitled to refuse subsequent performance in accordance with the statutory provisions. In all other respects, the statutory provisions on subsequent performance shall apply.

**9.3.** If we do not or not successfully fulfil the obligation of subsequent performance, or if the subsequent performance is unreasonable for the customer, the customer may, at his discretion, withdraw from the contract or reduce the price after having granted us a reasonable grace period, unless this is dispensable according to the statutory provisions. In the event of withdrawal, the customer shall be liable for deterioration, destruction and unaccrued benefits not only for his own due diligence, but for any culpability. In the event of only a minor breach of contract, in particular in the event of only minor defects, the customer shall not be entitled to withdraw from the contract.

**9.4.** Further claims for damages and reimbursement of expenses by the customer due to or in connection with defects or consequential damage caused by defects, irrespective of the legal grounds, shall only exist in accordance with the provisions of section 10.

**9.5.** Our warranty obligation shall not apply if the goods delivered by us are not defective, i.e. in particular if defects are due to improper use or assembly, incorrect or negligent handling, natural wear and tear or interventions by the customer or third parties in the delivery item or if the customer or third parties have not observed our information on dimensions, storage or processing of the goods. Furthermore, our warranty obligation shall not apply if the aforementioned activities of the customer or a third party make it impossible or unreasonably difficult to remedy the defect. In any case, however, the customer shall bear the additional costs of remedying the defect arising as a result.

**9.6.** In case of fraudulent concealment of a defect or the assumption of a quality guarantee, the customer's claims shall be governed exclusively by the statutory provisions.

# 10. COMPENSATION FOR DAMAGES, LIMITATI-ON OF LIABILITY

**10.1.** For all claims for damages and reimbursement of expenses directed against us due to a breach of duty on the basis of negligence, irrespective of the legal grounds, i.e. in particular in the case of claims due to material defects or defects of title as well as in the case of a breach of a duty arising from the contractual obligation, we shall only be liable for slight negligence in case of a breach of the contract, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely (cardinal duties - Kardinalpflichten). In all other respects, our liability for slight negligence is excluded.

**10.2.** In case of liability pursuant to clause 10.1 and liability without culpability, we shall only be liable for the typical and foreseeable damage.

10.3. The customer shall be responsible for deciding

on the use of the goods or other services supplied by us. Unless we have confirmed in writing specific properties and suitability of the goods for a contractually determined purpose, any advice on application shall in any case be non-binding. We shall also only be liable in accordance with clause 10.1 for any advice given or not given which does not relate to the nature and usability of the product supplied.

**10.4.** The exclusion of liability according to clauses 10.1 - 10.3 shall apply to the same extent in favour of our organs, legal representatives, executive and non-executive employees and other vicarious agents.

**10.5.** The provisions of clauses 10.1 - 10. 4 shall not apply insofar as we are subject to mandatory legal liability, for example (1) under the German Product Liability Act, (2) due to injury to life, limb or health resulting from a negligent or intentional breach of duty on our part or on the part of one of our legal representatives or vicarious agents, (3) due to a cause of damage which is based on intent or gross negligence on our part or on the part of one of our legal representatives or on the part of one of our vicarious agents, (4) if the customer asserts rights on account of a defect arising from a guarantee for the quality or the specific duration of a quality, or (5) on account of recourse claims in the supply chain (§ 445a of the German Civil Code).

# **11. STATUTE OF LIMITATION**

All claims against us based on a material defect or defect of title shall be subject to a statute of limitations of 12 months after the statutory commencement of the warranty period, unless the German Product Liability Act or other laws, in particular § 445b of the German Civil Code (recourse claims in the supply chain), prescribe longer periods. The statute of limitations for claims for liability for damages arising from injury to life, limb or health based on a negligent or intentional breach of duty by us or one of our legal representatives or vicarious agents and for other damages based on an intentional or grossly negligent breach of duty by us or one of our legal representatives or vicarious agents shall be governed by the statutory provisions.

# 12. PRODUCT MODIFICATIONS, PROPER USE

12.1. The customer is not entitled to modify or remove the goods delivered by us, their equipment or packaging (including printed or affixed markings and warnings) or to have them modified or removed by third parties. The same applies to changes to the documents enclosed with a product (e.g. instructions for use) or the materials made available by us (e.g. advertising materials). If the customer or a third party makes changes of any kind to the goods, all warranty and guarantee claims of the customer against us shall be excluded unless it can be proven that the existing defect has no connection whatsoever with the changes made. If the customer violates the provisions set out in this clause 12.1 and if this causes damage to third parties for which we are liable in the external relationship, the customer shall indemnify us in the internal relationship against all claims of the third party insofar as the customer is responsible for the changes.

**12.2.** The customer receives detailed instructions for use with the delivery of the goods and is obliged to read these instructions for use before the first use and to take them into account with every use. He is also obliged to instruct end customers in the handling and use of the delivered products by trained specialist personnel. If the customer supplies resellers with the delivered goods, the customer is obliged to contractually impose the obligation to instruct end customers in the handling and use of the handling and use of the delivered goods as stipulated herein. Clause 9.5 shall apply to the warranty in case of improper use.

#### **13. PRODUCT RECALL**

13.1. If there are material reasons for us (e.g. due to

quality defects, official orders or legal obligations) to recall a product made available on the market from the market or to disseminate a product-related safety warning (a "Product Recall"), the Customer is obliged to support us to the best of its ability in making the appropriate arrangements and carrying out the Product Recall.

**13.2.** The customer is obliged to ensure the traceability of the products and to take appropriate measures to be able to provide us with information in the event of a Product Recall further down the supply chain to the end customer. Insofar as the customer supplies resellers with the delivered goods, the customer is obliged to contractually impose on the reseller the cooperation obligations determined herein to ensure the implementation of an efficient Product Recall. Further requirements for medical devices according to the EU Medical Devices Regulation - Regulation (EU) 2017/745 (e.g. Article 25 EU MDR) remain unaffected.

**13.3.** The customer must return all products affected by a Product Recall to us upon request. This shall also apply to products that have already come into the possession of an end customer or a reseller; the customer shall request them accordingly to return the products to him.

**13.4.** The customer shall keep the expenses and costs associated with a Product Recall as low as possible and shall consult with us in advance on the procedure (expense, implementation, necessity). Under no circumstances shall the customer be entitled to claim lump-sum compensation for expenses or damages. In all other respects, the limitation of liability pursuant to section 10 shall apply.

# **14. INTELLECTUAL PROPERTY RIGHTS**

**14.1.** We reserve the right of ownership and copyright to cost estimates, drafts, drawings and other documents. They may only be made available to third parties with our consent. Drawings and other documents belonging to offers shall be returned at our request or if the order is not placed.

**14.2.** If the industrial property rights of third parties are infringed during the manufacture of the goods according to drawings, samples or other information provided by the customer, the customer shall indemnify us against all claims. In particular, we are not obliged to examine the aforementioned documents, also with regard to existing industrial property rights of third parties.

# 15. CANCELLATIONS

Order cancellations are only possible in exceptional cases and only with our prior written consent. In case of consent being given, the following cancellation fees:

- For standard products: 10 % of the net value of the goods.

- For configured products: 20 % of the net value of the goods.

#### **16. RETURN OF GOODS**

**16.1.** The return of properly delivered goods for reasons for which we are not responsible is generally excluded. In exceptional cases, goods may only be taken back with our prior written consent.

**16.2.** If we have given our consent, the goods in question must be returned to us in their original packaging and in absolutely new condition. The packaging must have all original stickers and be in a resalable condition. A copy of the delivery note or the invoice must be enclosed with the return. Transport risk and costs shall be borne by the customer.

**16.3.** The goods shall only be taken back against credit of the net value of the goods with deduction of a fee as non-performance damage and for the costs of re-storage. These shall be assessed at a flat rate of 20 % of the net value of the goods, but at least € 50 net

#### per product.

**16.4.** Excluded from a return of goods in any case are goods whose delivery was more than 2 months ago, MY INDIVIDUAL products and other individually manufactured products (e.g. children and adaptive wheelchairs), hygiene articles, used or filled batteries and articles whose net value does not exceed € 100.

# **17. REPLACEMENT DEVICE SERVICE**

Independent from the warranty, we offer customers, after prior written agreement, to exchange certain defective devices (e.g. operating module, electronic components, actuator, gearbox, steering gear, charger) for generally overhauled replacement devices. The following provisions apply to this:

- Exchange units are generally overhauled and technically in order.
- The customer shall return the defective device to us within 15 working days; the customer shall bear the transport risk and costs. The returned device becomes our property. If the defective device is not returned, we will charge 95 % of the new sales price for the replacement device.
- The returned device must correspond to the replacement device in type and design, be reusable and only show signs of wear and tear corresponding to normal use. We are solely entitled to assess whether the returned device meets the aforementioned conditions. If the conditions are not met, we will charge 95 % of the new sales price for the replacement device less the residual value of the returned device.

# **18. RETURN OF GOODS**

**18.1.** The customer must notify the sales representative responsible for him or one of our Customer Service employees in advance of the return of goods, stating a reason, the customer number and the delivery note number, and will then receive a return material authorisation ("RMA"). In the event of unauthorised or unannounced returns, we reserve the right to refuse acceptance or to charge a processing fee of  $\in$  25 net. **18.2.** The customer is responsible for ensuing that the returned goods are not contaminated by infectious agents and that they do not pose a health hazard or (odour) nuisance. Medical devices must be disinfected before each return in accordance with the instructions for use. If we incur cleaning and/or

of  $\in$  79 net per product. **18.3.** The provisions on returns in this section 18 shall not restrict the customer's warranty claims in accordance with section 9.

disinfection costs, these will be charged at a flat rate

#### **19. PLACE OF JURISDICTION, APPLICABLE** LAW, PARTIAL INVALIDITY

**19.1.** The place of jurisdiction for all disputes, including actions in bill of exchange and cheque proceedings, shall be the court with subject-matter jurisdiction at the location of our registered office. However, we are also entitled to sue the customer at his general place of jurisdiction.

**19.2.** All legal relations between the customer and us shall be governed exclusively by the law of the Federal Republic of Germany excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

**19.3.** In the event that individual provisions are invalid, the remaining provisions shall remain in full force and effect. Invalid provisions shall be replaced without further ado by a provision which, as far as legally possible, comes as close as possible to what was economically intended in accordance with the meaning and purpose of the invalid clause.

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MEYRA Distribution GmbH, Meyra-Ring 2, 32689 Kalletal-Kalldorf, Germany Valid as of 01.01.2024