General Terms and Conditions of Sale and Service ("AVDB")

GMS GmbH, Deutsche Str. 11, 44339 Dortmund, valid for business dealings with entrepreneurs, legal entities under public law and special funds under public law i.S.v. §§ 310 I, 14 BGB (total "customers")

(1) Unless expressly agreed otherwise (e.g. in a framework contract between us and our customers), our AVDB apply exclusively to the entire business relationship with the customer, including the contractual initiation phase and the provision of information. We only recognize conflicting, deviating or other (unilateral) conditions of the customer (such as those that have not been regulated in these AVDB) if we have expressly agreed to their validity in writing. Our AVDB shall also apply if we carry out the delivery or provision of services to the customer without reservation in the knowledge of conditions of the customer which conflict with or deviate from our AVDB. In the absence of a contradiction to our order confirmation, the customer waives the right to refer to any defense clauses contained in its general terms and conditions (e.g. its purchasing conditions).(1) Unless expressly agreed otherwise (e.g. in a framework contract between us and our customers), our AVDB apply exclusively to the entire business relationship with the customer, including the contractual initiation phase and the provision of information. We only recognize conflicting, deviating or other (unilateral) conditions of the customer (such as those that have not been regulated in these AVDB) if we have expressly agreed to their validity in writing. Our AVDB shall also apply if we carry out the delivery or provision of services to the customer without reservation in the knowledge of conditions of the customer which conflict with or deviate from our AVDB. In the absence of a contradiction to our order confirmation, the customer waives the right to refer to any defense clauses contained in its general terms and conditions (e.g. its purchasing conditions).

(2) Insofar as claims for damages are mentioned below, claims for reimbursement of expenses within the meaning of § 284 BGB meant. As far as "our products" are mentioned in the following, this means products sold, distributed etc. by us; We do not manufacture our own products.

(3) Essential contractual obligations are those that protect the contractual legal positions of the customer, which the contract has to grant him according to its content and purpose. These obligations also include those the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the customer has or can regularly rely.

(4) The assignment of claims of the customer from this contractual relationship, including the issue of corresponding collection orders, requires - if it is not a matter of monetary claims within the meaning of § 354 HGB acts - our prior written consent.

(5) The provisions related to the AVDB here do not intend to change / redistribute the burden of proof. This also applies in particular to regulations that use wording such as "unless", "if not", "only then", "this does not apply if" or similar. contain and such provisions that have as their object limitations or exclusions of liability.

(6) If these AVDB contain special formal requirements, this does not affect the priority of the individual agreement (in written, textual or oral form) in accordance with § 305b BGB.

§ 2 Specifically on the products we trade, corresponding information and product properties; Advice and involvement of the customer, product samples

(1) Information given by us about products without the occurrence of further circumstances (see in particular paragraph 4) does not represent any assurances of properties or guarantees in relation to the same, rather it is only an empirical / average value, no matter where (e.g. printed products, Internet) and in what form (illustrations, sketches, service descriptions etc.) we provide the relevant information. Standard / industry-specific (especially production-related) tolerances, deviations and changes, not least due to further developments in production technology and material innovations, do not affect the contractual conformity of the products affected by this.

(2) Any obligation to provide advice on our part presupposes the existence of a corresponding, expressly concluded written agreement.

(3) Even if we provide any application instructions (which are usually based on corresponding instructions from the manufacturers of the respective products), the customer remains obliged to make a decision based on his own expertise as to whether the respective product is for its (intended) use is suitable, unless expressly agreed otherwise - in writing - between us and the customer.

(4) Providing information about the quality of products, regardless of the context and whether it is technical descriptions, exploded views or other pictorial representations, analysis data, etc.is only an indication of the properties of the respective product if we expressly state the same as " Property of the product ". The assumption of a guarantee by us presupposes that we have guaranteed a (product) property or a performance as" legally guaranteed "in writing.

(5) Properties of samples, specimens, etc. only become part of the contract if this has been expressly agreed in writing. Surrendered samples etc. remain our property in any case and must be returned to us immediately upon request. The same applies to other documents, of which the nature of their nature, circumstances of delivery or the like are not of a type. it is obvious that their final retention corresponds to the customary commercial usage at the customer.

(6) If we sell on the basis of samples, sample copies or similar, such deviations between the same and the delivered products are permissible that do not have any notable negative influence on the intended use of such products (and any agreed product specifications), unless otherwise agreed.

§ 3 Offer and acceptance, quality owed, marketability of products and variances of various types, IPR

(1) Insofar as offers made by us are not expressly marked as binding, they are subject to change. They are therefore to be understood as an invitation to the customer to make us an offer.

(2) If the customer's order / assignment is to be qualified as an offer in the legal sense, we can accept it within 7 (seven) working days, regardless of the form in which it is transmitted to us. As a rule, such

acceptance takes place by sending the customer a corresponding order confirmation within the specified period. However, acceptance can also be made by sending the ordered products.

(3) Unless otherwise expressly agreed, we are not responsible for the marketability and approval of our products (including the existence of / possible conflicts with industrial property rights and copyrights of third parties) outside the borders of the Federal Republic of Germany. In the event of violations of industrial property rights and / or copyrights (IPR) alleged by third parties, the customer is obliged to inform us immediately and comprehensively, not to acknowledge the alleged violation and to reserve all defense measures and settlement negotiations. If such IPR violations arise due to special requirements of the customer or an application that is not foreseeable for us or are based on the fact that the customer has changed our products or connected them with third-party products not from us, claims of the customer are excluded.

(4) Customary deviations in quality, dimensions, weight, shape and color do not conflict with the assessment of our products as in accordance with the contract. The same applies to deviations that are a reaction to legal requirements, provided that this does not result in any disadvantages in terms of quality and usability with regard to customary or specifically agreed uses. While maintaining the reasonableness for the customer and the contractual equivalence relationship, we reserve the right to make changes, in particular technical improvements / modifications, to our products if we have a significant interest in them, for example to maintain / produce the legal / legal conformity of our products or to do so to adapt to the current state of the art.

§ 4 procurement risk, delay in acceptance by the customer, excess and shortage, self-delivery

(1) We only bear the procurement risk within the meaning of § 276 BGB if we have expressed this by means of a written agreement, in which it is either verbatim that we bear / assume the procurement risk, or it is determined in a comparable, unquestionable manner has been that we want to stand up for the same.

(2) If the customer is in default of acceptance, the dispatch / acceptance of products will be postponed / postponed at the customer's request or there is otherwise a delay in the delivery of products for which the customer is responsible (e.g. by omitting a required cooperation or payment arrears towards us), we are - after the expiry of the (reasonable) period, which we have notified the customer in the notification of our readiness to deliver / ability to deliver (in writing or in text form) - to store the products at the customer's risk of destruction and deterioration and to the customer to calculate the resulting costs for each week started with an amount that corresponds to 0.5 (zero point)% of the net invoice amount of the stored products. The assertion of further rights, even if the services are not accepted, remain unaffected. The customer reserves the right to prove that we incurred no or only a significantly lower cost. The stored products remain uninsured as long as the customer does not expressly inform us of the contrary will and assures the corresponding reimbursement of costs. Alternatively, in the case of debt, we can also send the ordered products to the customer (at the customer's cost and risk) or mix products that have already been discarded for the customer with other products of the same genre and use this supplemented stock, e.g. also deliver to other customers.

(3) In the absence of conflicting agreements, we are entitled to quantitative deviations from the agreed delivery quantity, provided that the above or below the above size does not exceed a value of 5 %. This does not apply if such deviations are unreasonable for the customer due to the existence of special circumstances, which is particularly the case if an economically sensible use of the partial quantity is excluded for him. The right of the customer to complete delivery remains unaffected by the foregoing - subject to the regulation in § 7 paragraph 2.

(4) We have properly covered our obligation to provide the customer with third parties, i.e. we have received commitments from our own suppliers, the fulfillment of which we (could) have provided the

customer with qualitatively, quantitatively and in time, and will become such a promise not complied with, the provisions of § 5 (6) apply accordingly.

§ 5 delivery and transfer of risk, delivery and service periods in general as in special situations, force majeure

(1) In the absence of a different agreement, our deliveries are "EXW" acc. Incoterms 2010. Unless risk-taking regulations do not result from the above or, if applicable, otherwise agreed Incoterm (s), the regulations of the German Civil Code (BGB) apply in the case of collection, delivery and delivery debts. Even if the delivery obligation has been agreed, the unloading of the products is the responsibility of the customer and therefore attributable to his risk area.

(2) If an obligation to send is agreed without the organization of the transport being assigned to the customer's area of responsibility, the choice of transport route and means of transport remains with us. Is a certain type of debt i.S.v. Paragraph 1 has not been agreed, sentence 1 applies accordingly. We will take customer requests for this into account within the scope of practicability; additional costs triggered thereby (or the total costs in the case of sentence 2) are borne by the customer as well as a transport insurance sought by the customer.

(3) In addition to its express written or textual agreement, the start of a delivery time specified by us requires clarification of all details (e.g. questions of a technical nature) for the respective order. Adherence to delivery and service deadlines also presupposes the fulfillment of all customer cooperation measures and contractual obligations that are already due at this time; The exception of the unfulfilled contract remains reserved.

(4) Without a special agreement regarding the binding nature of delivery and service dates, the non-delayed observance of delivery dates is not one of our essential contractual obligations (see the term § 1 paragraph 3), unless such a (special) level of punctuality is of central importance for the customer's business processes (delivery that is not exact to the day, for example, would significantly disrupt essential operational processes) and we can recognize this. If the latter is not the case, we may also affect our delivery / service before the delivery / service date.

(5) If the customer suffers damage due to delay on our part, he is entitled to a flat-rate compensation for delay of 0.5 (zero-point five)% for each week or part thereof, based on the net delivery value concerned (performance value), but not more than a maximum of 5 (five)% of the stated reference value. The customer is entitled to further claims (for damages) solely under the additional conditions of § 8 Paragraph 1 - Paragraph 3.

(6) In the event of force majeure (including natural disasters such as floods, fires, storms, earthquakes, etc. - but not exclusively - such as mobilization, riot, strike, lockout, official intervention, energy and raw material shortages, transport obstacles and machine failures etc.) as well as other (operational) disabilities, which are neither our fault nor foreseeable nor could be prevented with economically justifiable effort and which are expected to last longer than 7 (seven) working days, we will contact our customers immediately and via Inform the aforementioned circumstances (at least in text form). Agreed delivery times / dates are then postponed accordingly by the duration of the existence of such events or the continuation of their consequences. If the aforementioned duration cannot be foreseen with certainty, we are alternatively entitled to withdraw from the part of the contract that has not yet been fulfilled; the customer has such a right of withdrawal if he has given us a reasonable period beforehand. The customer can set such a deadline even if a specific delivery / service date has not been agreed, but the current perspective of uncertainty about the restoration of orderly conditions makes it unreasonable for him to continue to adhere

to the contract. Further claims of the customer (especially the right to compensation) are excluded in this case. The above provisions of this section 6 do not apply if we have assumed the procurement risk for the customer (see section 4 section 1).

§ 6 prices and terms of payment; Offsetting and retention

(1) All orders / orders are accepted solely on the basis of the price list valid at the time of the order / order. Unless otherwise stated in the order confirmation, our prices are understood to be "ex works", excluding costs for packaging, freight, postage, transport insurance / insurance costs, customs and other fees / public fees for those to be taken into account separately Delivery / service (e.g. country-specific taxes in the customer's country when exporting our products there). If the customer wishes, we will cover the delivery with a transport insurance; the customer bears the costs incurred. Cash discounts without our express consent are not permitted.

(2) The statutory sales tax is (also) not included in our prices. It will be shown separately on the invoice at the statutory rate on the day of invoicing, unless so-called net invoices have to be created for legal reasons (e.g. when using the so-called reverse-charge procedure in cross-border trade in the internal borders of the EU).

(3)

(a) If there is a period of more than 10 (ten) weeks between the conclusion of the contract and the delivery of the products / provision of the (service), and external factors or similar factors that we cannot directly influence lead to cost increases (e.g. cost of material / raw material costs, energy costs , Freight rates, wage and ancillary wage costs, increased social security contributions, customs tariffs or stricter environmental regulations, whether with us or in the producer / supplier chain to us), we reserve the right to make appropriate price adjustments. The same applies - however regardless of the 10 (ten) week period mentioned above - if the customer is billed in EUR (sale in EUR) and our procurement costs at the manufacturer of the products to be delivered (purchase in foreign currency) due to exchange rate fluctuations of these currencies between the conclusion of the contract with and delivery / performance to the customer increase. We are not entitled to the above right to adjust prices in sentences 1 and 2 to the extent that other production costs / procurement costs become cheaper and thus lead to a (partial) compensation for the aforementioned cost increase factors.

(b) If the price adjusted in the sense of (a) is 20 (twenty)% or more above the original price, the customer is entitled to withdraw. However, he can only assert this right immediately after notification of the increased price.

(c) In the case of price factors related to public law (such as product or shipping-specific taxes, customs duties, etc.), we are entitled to a corresponding price adjustment right regardless of the 10 (ten) week period specified under (a) in sentence 1; for the customer's right of withdrawal, it remains with the regulation mentioned under (b).

(d) If cost factors of the type mentioned in Paragraph 3 (a) are reduced without such reductions being (completely) offset by increasing other of these factors, the remaining difference (= effective discount) must be passed on to the customer in the form of price reductions .

(4) Unless otherwise stated in the order confirmation, the purchase price is payable without deductions within 14 (fourteen) days from the invoice date ("net cash"). If the transaction is the customer's first order, the customer must - after the order has been confirmed - pay in advance. Otherwise, sentence 1 applies accordingly, with the proviso that the payment term specified there begins in this case with the order confirmation. The legal rules regarding the consequences of late payment apply.

(5) The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us or if we are based on a breach of an essential contractual obligation (cf. § 1 (3)). He is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

(6) Payment methods other than cash or bank transfer require a separate agreement between us and the customer; this applies in particular to the issuing of checks and bills of exchange. If payment is made by bank transfer, the receipt (value date) on our account is decisive for its timeliness.

(7) Any repayment provisions by the customer upon payment that deviate from the legal repayment order for a majority of debts / types of debt are ineffective.

§ 7 warranty, liability for material defects, notification of defects, faulty other services

(1) (Material) defect claims presuppose that a possible deviation of our products from the agreed or usual condition / usability is not only of insignificant nature. The customer has no right of withdrawal below this threshold.

(2) Recognizable material defects (e.g. quantity differences, transport damage) are to be reported to us by the customer immediately, but no later than 12 days from the receipt of our products. They must also be reprimanded to the transport company, if necessary, and have them recorded there in writing or in text form. Hidden material defects are to be reported to us immediately after discovery (at the latest, however, before the limitation of the warranty rights according to Paragraphs 4 and 9). A complaint that is not made on time / incomplete leads to the complete / partial loss of all claims of the customer due to a breach of duty due to material defects, unless a case under paragraph 9 is present. In the latter case, too, we reserve the objection of contributory negligence (except in cases of intent) in any case.

(3) Products with recognizable defects are also considered to be approved in accordance with the contract as soon as the customer begins processing, processing, connecting or mixing them with other items. The same applies in the case of onward dispatch from the original destination, insofar as this does not correspond to the normal use of the delivered products. In the case of (initially) undetectable defects, sentence 1 applies only under the additional conditions that the customer, prior to processing etc., has failed to use a methodology (at least random) to test our products that meets the market standard, and the defectiveness in such a test is recognizable would have become.

(4) Our warranty period for material defects is 12 months from the date of transfer of risk, unless we have expressly agreed otherwise (in writing or in text form) with the customer or if a case under paragraph 9 exists. In addition, mandatory longer statutory warranty periods remain unaffected (e.g. § 438 Paragraph 1 No. 2 BGB - products intended for use in buildings), insofar as they apply to our products / services.

(5) We do not guarantee (and are not liable accordingly) if our products are used incorrectly (contrary to any, if applicable, existing and even proper instructions for use / operating instructions) or otherwise used or subjected to unsuitable storage conditions, and for the consequences of chemical, Electromagnetic, mechanical or electrolytic influences that deviate from those that are specified as standard influences in our / the manufacturer's product description / the product-specific data sheet or that have been agreed separately (in writing or in text form) between us and the customer. The same applies to the consequences of improper improvements / product changes (not agreed with us) on the customer side. This paragraph (5) does not apply in the cases of paragraph 9, whereby we reserve the right to share in the fault (except in cases of intent) in any case.

(6) If we provide a guarantee, we are also obliged to bear the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs. However, we will not bear this cost if the expenses increase because the products have subsequently been moved to a location other than the customer's place of business (or an agreed, different delivery location), unless the shipment corresponds to them intended use.

(7) We do not assume any warranty according to §§ 478, 479 BGB (supplier regress) if the customer has processed or processed the products delivered by us in the contract or otherwise changed them, unless this corresponds to the contractually agreed purpose of the same.

(8) Further claims of the customer due to or in connection with defects or consequential damages, in particular for damages, exist - regardless of which (legal reason) - only within the limits / under the conditions of § 8.

(9) The restrictions / exclusions of warranty rights or material liability claims contained in this § 7 do not apply in the event of willful or grossly negligent action on our part, in the event of a breach of a contractual obligation, in the event of injury to life, limb or health or the assumption of a guarantee for the Free of defects, in the event of liability due to a legally binding liability (e.g. according to ProdHG) and in the event of a right of recourse in the supply chain (§§ 478,479 BGB).

(10) In the case of non-product-related services (e.g. the provision of a service), paragraphs 1, 4, 8 and 9 apply mutatis mutandis in the event of (or for the question) poor performance and any subsequent performance claims that may result from this.

§ 8 Disclaimer and limitation of liability

(1) We are liable (especially for damages) according to the legal provisions, provided that:

(a) breach of duty on our part is based on intent or gross negligence;

(b) we have culpably violated an essential contractual obligation (cf. the term § 1 paragraph 3);

(c) injuries to life, limb or health have been caused by behavior contrary to duty;

(d) we are responsible for default in the context of a fixed transaction, in particular within the meaning of Section 286 (2) No. 4 BGB or Section 376 HGB;

(e) we have assumed the procurement risk or a guarantee with regard to certain products / the performance of certain services or their properties and the product / service could not be procured or the property was not available;

(f) is legally binding, e.g. according to the ProdHG.

(2) In the scope of paragraph 1, we are liable for the behavior of our representatives and vicarious agents in the same way as for our own; their fault is attributable to us.

(3) If in the scope of paragraph 1 (b) and (d) we are only responsible for simple negligence, we are only liable for the foreseeable, typically occurring damage. In these cases, the limitation period is also reduced to 1 (one) year, whereby the statutory provisions regarding the start of the period, suspension, etc. remain unaffected.

(4) Otherwise, i.e. our liability is excluded outside of the liability in paragraph 1. If our liability is excluded or limited, this also applies in favor of our representatives and vicarious agents.

§ 9 retention of title and other (property) security

(1) We reserve ownership of our products until all payments from the business relationship with the customer have been received. If the customer behaves contrary to the contract, in particular in the event of late payment, we are entitled to take back the products and to enter the customer's business premises (during normal business hours). The return of the products by us is only a withdrawal from the contract if we either expressly declare this in writing or if this is a mandatory consequence of legal regulations. If there is no withdrawal, we are authorized to use the products after taking them back; the proceeds from the sale are to be deducted from the customer's liabilities minus reasonable costs of sale.

(2) The customer is obliged to treat the purchased products with care as long as they are still subject to retention of title. In particular, he is obliged to adequately protect them against fire, water, (other) weather and theft damage at his own expense, i.e. at replacement value, to insure. Any claims against the customer's insurer that are updating (currently still future) in the event of damage are hereby assigned to us in the amount of the value of the products supplied by us.

(3) In the event of attachments or other access by third parties to products that are still subject to retention of title, the customer must notify us immediately in writing so that we can file a complaint in accordance with § 771 ZPO. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer is liable for the loss that arises.

(4) The customer is entitled to resell the purchased products in the ordinary course of business; However, he already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim that arise from the resale against his customers or third parties, regardless of whether the products have been resold without or after processing , If the customer and his customer use a current account to process the payment transactions, the subject of the aforementioned assignment is the positive final balance of our customer (per accounting period) after appropriate acknowledgment in the business relationship there. If the customer's customer does not immediately settle the claim in this ratio (“money for goods”), our customer is obliged to either point out our retention of title (and document this information) or to agree another legal structure with his customer, which prevents ownership from being transferred to such a customer upon delivery. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, does not fall into arrears and, in particular, there is no application to open insolvency proceedings or payment is suspended. If this is the case, however, we can request that the customer inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. Furthermore, in these cases the customer assigns his claims to us according to § 48 InsO.

(5) If there is a situation on the part of the customer that could hinder the effectiveness of the local assignments / advance assignments (e.g. the earlier assignment of claims by way of a fake factoring transaction), the customer is obliged to inform us immediately , We are then free to make the (possibly further) delivery to the customer dependent on the provision of alternative collateral, to request payment step by step or to refrain from (continuing the) business relationship at all. In addition, the

customer is obliged at any time to provide us with the information required to pursue our property / co-ownership rights upon request.

(6) If the customer processes or transforms the products, this is always done for us. If the products are processed with other objects that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our products (final invoice amount including VAT) to the other processed objects at the time of processing. For the things resulting from processing, the same applies as for the products delivered under reservation.

(7) If our products are inseparably mixed or connected with other objects that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our products (final invoice amount including VAT) to the other connected / mixed objects Time of connection / mixing. If the connection / mixing takes place in such a way that the customer's item (s) is / are to be regarded as the main item, it is agreed that the customer transfers proportional co-ownership to us. The customer stores the resulting sole ownership or joint ownership for us. We do not owe a fee for this.

(8) We undertake to release the securities to which we are entitled at the customer's request insofar as the realizable value of our securities exceeds the claims to be secured by more than 10 (ten)%; the choice of the securities to be released is incumbent on us.

(9) For lawsuits arising from the retention of title, we are free to (also) take the foreign customer before his home court and under his home law. If, in spite of the choice of law here, additional conditions have to be observed for a delivery abroad in order to help the local reservation of title to be effective (as far as possible), the customer is obliged to inform us in writing or in text form and, if possible, do everything himself to do and not refrain from doing anything that is necessary for the fulfillment of such conditions. If necessary, a supplementary or substitute provision of this kind for the retention of property or similar collateralization according to foreign law is deemed to have been agreed that comes closest to the retention of title regulated here. Paragraph 5 sentence 2 and paragraph 7 last sentence apply accordingly.

§ 10 Place of jurisdiction and applicable law, place of performance, export restrictions, severability clause

(1) The national and international courts are exclusively responsible for all disputes arising directly or indirectly from contracts between us and the customer, to which these AVDB apply (in whole or in part). If the customer is a merchant i.S.d. HGB (for foreign customers: in appropriate application), furthermore applies that the courts in the judicial district are solely responsible for Dortmund, unless another, exclusive place of jurisdiction is required by law. For the sake of clarity, this rule of jurisdiction in sentences 1 and 2 also applies to matters between us and the customer that can lead to non-contractual claims within the meaning of EC Regulation No. 864/2007. Regardless of this, we are and remain entitled to sue the customer at his place of business; § 9 paragraph 9 also remains unaffected.

2) For all legal relationships between the customer and us, the law of the Federal Republic of Germany applies exclusively, to the exclusion of the validity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and those (non-mandatory) provisions of German private international law which apply in a specific case refer to foreign law. Section 9 (9) remains unaffected. It is expressly made clear that this choice of law is also to be understood as such within the meaning of Article 14 (1) (b) EC Regulation No. 864/2007 and should therefore also apply to non-

contractual claims within the meaning of this regulation. If foreign law must be applied in individual cases, our AVDB must be interpreted in such a way that the economic purpose pursued by them is preserved as far as possible.

(3) Unless otherwise stated in the order confirmation (e.g. no delivery obligation has been agreed there), our place of business is also the place of performance.

(4) The customer is informed about this, including the export of our products (by this is meant the delivery of the customer to his customer based abroad, hereinafter referred to as "third-party business"). may be subject to restrictive export regulations, embargoes, etc. (such as those that are valid regardless of the product), for example to the effect that certain people (groups) or countries or certain people in certain countries may not be supplied. This can also result from corresponding import restrictions. The basis for this can be, for example, legislative acts of the European Union, but also of Asian countries or the USA (e.g. the so-called "Foreign Terrorist Organizations" list). The customer undertakes to us to comply with all such restrictions, if relevant for his third-party business, if the third-party business relates to our products in whole or in part. He also has to pass on this obligation to his customers, with a corresponding obligation to pass on the latter.

(5) In the case of third-party transactions, it is the sole responsibility of the customer to ensure that any applicable (additional) product requirements abroad (e.g. approval procedures or registration requirements) are complied with, as well as any other (e.g. accompanying) obligations that may apply there such as those for the provision of warnings and instructions for use in the national language, etc.if the third-party transactions relate to our products. This applies analogously if our delivery - based on a corresponding agreement with the customer - already goes abroad. The customer is then also responsible for complying with the import regulations there.

(6) If the customer violates the obligations arising from paragraphs 4 and 5, he must indemnify us against all damages and expenses that we incur as a result.

(7) Should contracts, of which these AVDB become part through appropriate inclusion, one or more of their provisions or parts thereof outside of this AVDB should be or become ineffective, for reasons other than those of §§ 305 - 310 BGB, this shall apply the effectiveness of the remaining provisions or its parts are not touched; this clause is expressly to be understood as a waiver of the legal consequence of § 139 BGB. Rather, the contracting parties are obliged to participate in a new regulation that corresponds as far as possible to the economic intention of the provisions / parts thereof. The same applies in the case of contractual gaps that need to be supplemented. § 306 BGB remains unaffected.