General Conditions of Service of K2 Systems GmbH

§ 1 SCOPE

(1) These General Conditions of Service shall apply exclusively to all contracts concluded by us with a customer concerning our deliveries and services and for any pre-contractual obligations in this respect, unless otherwise expressly agreed in writing. Other terms and conditions of business or purchase do not become contractual content, even if we do not expressly object to them. This shall also apply if we provide our services to the customer without reservation in the knowledge of conflicting or deviating conditions or if we refer to them in individual correspondence.

(2) Even if this is not pointed out again in the case of ongoing business connections when concluding similar contracts, our General Terms and Conditions of Service in their version which can be called upon by the customer at k2-systems.com/en/gcs shall apply exclusively, unless the contractual partners agree otherwise in writing. On request, the current version of the General Terms and Conditions of Service shall also be sent to the customer free of charge in printed form.

(3) These General Terms and Conditions of Service do not apply to consumers in accordance with § 13 of the German Civil Code (BGB).

(4) The relevant General Terms and Conditions of Use for our K2 Base software shall apply in addition to these General Terms and Conditions of Service.

§ 2 CONCLUSION OF CONTRACT, OFFER DOCUMENTS

(1) Our offers are subject to change and non-binding unless the offer is declared as binding in writing. The customer is bound by declarations regarding the conclusion of contracts (contract offers) for two weeks.

(2) A statutory obligation shall come into existence only as the result of a contract signed by both parties or by our written confirmation of the order, and upon commencement of rendering the contractual services on our part. We can demand written confirmation of verbal contractual declarations provided by the customer. The written acceptance of the binding purchase offer by us (order confirmation) can also be made by e-mail (electronically).

(3) All information provided by us – unless otherwise indicated or agreed – is limited to the time of its retrieval by the customer, as information, offers and prices are constantly updated by us.

(4) We reserve the right of ownership and copyright to illustrations, drawings, calculations, tools and other documents. This shall also apply to written documents designated as "confidential". The customer requires our express written consent before passing them on to third parties or using them for third parties.

§ 3 SUBJECT MATTER OF CONTRACT, GUARANTEES, CHANGES IN PERFORMANCE

(1) The extent, type and quality of the deliveries and services shall be determined by the contract signed by both parties or by our order confirmation, otherwise by our offer. Any other information or requirements shall only become part of the contract if the contractual parties have agreed to this in writing or if we have confirmed them in writing. Subsequent changes to the scope of services require a written agreement or our express written confirmation.

(2) Product descriptions, illustrations and technical data are performance specifications, but no guarantees. A guarantee requires an express written declaration. Insofar as guarantees are mentioned in offers, they are exclusively our product guarantee (available in their current version at k2-systems.com/en/terms-of-guarantee), which are arranged directly with us. Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing.

(3) We reserve the right to make minor changes to the services provided that these are minor changes to the services that are reasonable for the customer. Commercial quality, quantity, weight or other deviations in particular are to be accepted by the customer, even if they refer to brochures, drawings or illustrations when ordering, unless specifically agreed upon as a binding condition.

§ 4 SERVICE TIME, DELAYS, PARTIAL SERVICES, PLACE OF PERFORMANCE

(1) Information on delivery and performance dates is non-binding, unless we have designated them as binding in writing. All delivery and performance periods are subject to correct and timely delivery of the goods by our suppliers to us. Delivery periods begin with the sending of the order confirmation by us, but not before all commercial and technical questions between the customer and us have been clarified and the customer has fulfilled all obligations incumbent upon them (e.g. provision of the necessary official approvals or performance of agreed advance payments).

(2) Delivery and performance periods shall be extended by the period in which the customer is in default of payment from the contract and by the period in which we are prevented from delivering or performing our service due to circumstances beyond our control and by a reasonable start-up time after the end of the reason for the impediment. These circumstances include force majeure, a shortage of raw materials on the relevant commodity markets, delays from our suppliers and industrial disputes. Deadlines are also considered to be extended by the period in which the customer does not provide cooperation in violation of the contract, for example, they do not provide information, supplies or employees.

(3) If the contractual partners subsequently agree on other or additional services which affect the agreed deadlines, these periods shall be extended by a reasonable period of time.

(4) If, at the request of the customer, a postponement of delivery dates or deadlines is agreed, we are entitled to demand the remuneration at the time when it would have become due without the postponement. The agreement on the postponement of such dates shall be given in writing.

(5) Any reminders and setting of deadlines on the part of the customer must be made in writing in order to be effective. A grace period must be appropriate. A period of less than two weeks is only appropriate in case of extreme urgency.

(6) We can provide partial services as long as the delivered parts are useful for the customer. We reserve the right to deliver more or less than 5% of the scope of delivery.

(7) Agreed delivery dates shall be deemed to have been met if the goods were handed over to the transport person at the agreed delivery date or if we have notified the actual readiness for shipment.

(8) If we are not supplied (definitively) by our supplier themselves, although we have carefully selected them and the order meets the requirements of our obligation to deliver, we are entitled to withdraw from the contract with the customer in whole or in part if we notify the customer of our non-delivery and – as far as this is admissible – assign our claims against the supplier to the customer. When selecting our suppliers, we shall not be liable for slight negligence in the selection of our suppliers.

(9) Our registered office is the place of performance, unless otherwise stated or agreed.

§ 5 PACKAGING, SHIPPING, TRANSFER OF RISK, INSURANCE

(1) Our deliveries are packed professionally in standard packaging at the customer's expense.

(2) The risk shall pass to the customer as soon as the product has left our factory or distribution warehouse. This also applies to partial deliveries, deliveries within the scope of rendering a supplementary performance and if we take over further services, in particular shipping costs or delivery. If an acceptance test is to be carried out when a contract for work is in place, the risk shall pass upon acceptance of the goods. When collecting a product, the risk shall pass to the customer upon handover of the goods.

(3) The selection of the mode of shipping, the carrier and the transport route is carried out by us, unless we have written specifications from the customer. We shall only assume liability for intent or gross negligence with regard to this selection.

§ 6 PRICES, REMUNERATION, PAYMENT, OFFSETTING, MINIMUM ORDER QUANTITY

(1) All prices are applicable from our registered office, unless the contractual partners have agreed otherwise. All prices and remuneration are in euros plus the statutory VAT and any other statutory duties in the country of delivery, plus travel costs, expenses, packaging, shipping and, where applicable, transport insurance.

(2) The respective contractually agreed prices are to be paid. A minimum order surcharge of EUR 19.95 is charged for all orders below EUR 200. Services are charged depending on expenditure.

(3) Our goods are generally shipped only against an advance payment. The customer shall undertake to pay the price for our deliveries and services immediately after conclusion of the contract, unless otherwise agreed. If no advance payment is to be made, payments are to be made immediately after performance of the service and receipt of the invoice at the customer's without deduction and within 14 days, unless otherwise agreed by the contractual partners.

(4) Unless a special agreement is in place, we only accept non-cash payments, i.e. transfers to our bank accounts stated in the contract documents. We shall not be liable for timely collection or protest, provided that there is only slight negligence in this respect.

(5) If the customer's delay lasts longer than 30 calendar days or if an application is filed for the start of insolvency proceedings against their assets or a similar procedure under another legal system, we are entitled to immediately make all claims against the customer due, to withhold all deliveries and services and to assert all rights under reservation of title.

(6) The customer can only offset claims which are undisputed by us or legally binding. Except within the scope of § 354a of the German Commercial Code (HGB), the customer can only assign claims from this contract to third parties with our prior written consent. The customer is entitled to right of retention or to assert a defence for an unfulfilled contract only within the respective contractual relationship.

(7) Circumstances that occur after the conclusion of the contract and which materially influence the calculation basis in an unforeseeable manner and which are beyond our control, entitle us to adjust the agreed price to an amount exclusively to account for these circumstances. This applies in particular to changes in laws, official measures, price increases from our suppliers and currency fluctuations. The price adjusted on this basis is calculated in the same way as the originally agreed price and does not serve to increase profits.

(8) If, after the conclusion of the contract, we receive unfavourable information about the financial circumstances or the creditworthiness of the customer, we can make the processing and delivery contingent upon a reasonable advance payment by the customer or a security by furnishing a bank guarantee – unless an advance payment is to be made anyway in exceptional circumstances.

§ 7 RETENTION OF TITLE

(1) Our services remain our property until all claims due to us from the business relationship against the customer have been paid in full. The claims also include cheque, bill of exchange and current account claims.

(2) The customer is obliged to treat the goods subject to retention of title with care for the duration of the retention of title. In particular, they are obliged to adequately insure the goods at their own expense against fire, water and theft damage at reinstatement value. The customer shall already assign to us all claims for compensation from this insurance. We shall hereby accept the assignment. If an assignment is not permissible, the customer shall hereby irrevocably instruct their insurer to make any payments only to us. Further claims by us shall remain unaffected. The customer must provide us with proof of the conclusion of the insurance on request.

(3) The sale of the goods which are subject to retention of title shall only be granted to the customer within the scope of the regular course of business. The customer is not entitled to pledge the goods subject to retention of title, to transfer them for security purposes or to make other provisions that endanger our property. In the event of the seizure of goods or any other interventions by third parties, the customer must immediately notify us in writing and provide us with all necessary information, inform the third party about our proprietary rights and cooperate in the measures taken by us to protect the goods subject to retention of title. The customer shall bear all costs for which they are responsible, which must be incurred for the release of the seizure and for the replacement of the goods, insofar as they cannot be recovered by the third party.

(4) The customer shall already assign to us the claims from the resale of the goods with all ancillary rights, irrespective of whether the goods subject to retention of title are resold without or after processing. We shall already accept this assignment. If an assignment is not permissible, the customer shall hereby irrevocably instruct the third-party debtor to make any payments only to us. The customer shall be revocably authorised to collect the claims assigned to us in a fiduciary capacity on our behalf. The amounts collected must be paid to us immediately. We can revoke the customer's authority to collect any amounts due and the customer's authority to resell the products if the customer does not meet their payment obligations towards us, gets into arrears, stops their payments or if the start of insolvency proceedings relating to the assets of the customer are applied for. A resale of claims requires our prior consent. The customer's authority to collect any amounts due shall cease upon notification of the assignment to the third-party debtor. If the collection authority is revoked, we can demand that the customer discloses the assigned claims and their debtors, provides all necessary information for collection, turns over the associated documents and informs the debtors of the assignment.

(5) In the event that the customer's claims from the resale of products are included in a current account, the customer shall also hereby assign to us their claim on their own customer from the current account, namely amounting to the stipulated purchase price of the resold reserved goods including VAT.

(6) If we assert our claims in accordance with § 6 paragraph 6, the customer must grant us access to the reserved goods immediately, send us an exact statement about the existing reserved goods, sort out the goods for us and give them to us on our request.

(7) The processing or conversion of the products subject to retention of title shall always be performed by the customer on our behalf. The customer's expectant right to the goods subject to retention of title shall continue with regard to the processed or converted goods. If the goods are processed, joined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item reflecting the relation of the value of the delivered item relative to the other processed items at the time of processing. The customer shall keep the new items for us free of charge. For items created by processing, converting or combining, the same provisions shall apply as for the goods to which we retain title.

(8) At the request of the customer, we are obliged to release the securities to which they are entitled insofar as the realisable value of the securities exceeds our claims from the business relationship with the customer by more than 10%, taking the customary bank valuation discounts into account. The valuation shall be based on the invoice value of the goods subject to retention of title and the nominal value of claims.

(9) In the case of deliveries of goods to other legal systems, in which the retention of title regulation according to this paragraph does not have the same security effect as in the Federal Republic of Germany, the customer shall hereby grant us an appropriate security right. If further explanations or actions are required, the customer shall make these statements and take action. The customer shall participate in all measures necessary and conducive to the effectiveness and enforceability of such security rights.

§ 8 CONTRACTUAL COMMITMENT AND TERMINATION OF CONTRACT

(1) In the event of a breach of duty on our part, the customer can terminate the exchange of services prematurely, regardless of the legal reason (e.g. withdrawing from the contract, claiming damages instead of the service, terminating the contract for an important reason), in addition to the statutory requirements, only under the following conditions:

a) The breach of contract must be specifically rebuked. A request must be made for the breach of contract to be corrected within a set deadline. In addi-

tion, the threat shall be issued that after expiry of this period without results, no further services concerning the protested breach shall be accepted and therefore the partial or complete exchange of services shall be terminated.
b) The period for correcting the breach must be adequate. A period of less than two weeks is only appropriate in case of extreme urgency. In the case of serious and final refusal of performance or under other statutory requirements (§ 323 paragraph 2 of the German Civil Code), the setting of a deadline can be omitted.
c) The termination of the service exchange (in part or in full) due to the failure to remedy the breach can only be declared within three weeks after the expiry of this period. The time period is limited for the duration of negotiations.

(2) The customer can only demand the rescission of the contract in relation to delayed performance if we are solely or predominantly responsible for the delay, unless the customer cannot be reasonably expected to adhere to the contract due to the delay on the basis of a balance of interests.

(3) All declarations in this respect must be made in writing in order to be effective.

(4) The termination in accordance with § 649 of the German Civil Code remains permissible in accordance with the statutory regulations.

(5) We may terminate the contract with immediate effect, if the customer has provided incorrect information about the facts which determine their creditworthiness or has ultimately stopped their payments, or if proceedings are in progress against them for the submission of an affidavit, or if insolvency proceedings or similar proceedings have been started under another legal system or an application has been filed against them for the commencement of such proceedings, unless the customer immediately pays in advance. Furthermore, we can terminate the contractual relationship with immediate effect if the customer has to pay in advance and they are in default in this regard for at least 14 days.

§ 9 GENERAL OBLIGATIONS OF THE CUSTOMER

(1) The customer is obliged to arrange for a competent employee to check all our services according to § 1 paragraph 1 immediately after delivery or completion or after making them available in accordance with the commercial regulations (§ 377 of the German Commercial Code) and to report any obvious and/or identified defects immediately in writing with a detailed description of the defect.

(2) The customer shall acknowledge that we are reliant on the comprehensive cooperation of the customer for the successful and timely performance of the services provided by us. They shall therefore undertake to provide all the information necessary for the proper performance of the service in good time and in full.

(3) The customer shall undertake to thoroughly test our services for usability in the specific situation and to perform a functional test before assembly, onward delivery etc. This shall also apply to delivery items which the customer receives free of charge as an addition or within the scope of the warranty.

§ 10 RESTRICTIONS OF USE, EXEMPTION

(1) Unless otherwise expressly agreed in writing, our services are not intended for use in life-sustaining or life-supporting equipment and systems, nuclear facilities, military purposes, aerospace, or for any other purpose in which failure of the product may reasonably be expected to threaten life or cause catastrophic consequential damage.

(2) If the customer violates paragraph 1, this is done at their own risk and under the sole responsibility of the customer. The customer shall hereby indemnify us at first request from any liability arising from the use of goods in such contexts in full without complaint, including the costs of reasonable legal defence.

§ 11 MATERIAL DEFECTS

(1) Our services have the agreed quality and are suitable for the contractually intended use in the absence of an agreement. Without an explicit additional agreement, our services shall be provided exclusively free of detects in accordance with the latest technological standards. The customer shall be solely responsible for ensuring the suitability and safety of our services for a customer's application. Any minor reduction in quality shall not be taken into account.

(2) The warranty shall be excluded:
a) If our products are not properly stored, installed, commissioned or used by the customer or third parties,
b) In the case of natural wear,
c) In the event of improper maintenance,
d) If unsuitable equipment is used,
e) In the case of damage caused by repairs or other work carried out by third parties, which have not been expressly approved by us.
The burden of proof with regard to the non-existence of these reasons for exclusion lies with the customer.
Furthermore, the rights of the customer with regard to defects require that they have properly exercised their duties of inspection and objection to any non-conformity in accordance with § 9 paragraph 1 and notified any hidden defects in writing as soon as they are found.

(3) We can initially render the subsequent performance in the case of material defects. The subsequent performance shall be rendered at our discretion by eliminating the defect, by supplying goods or providing services without the defect or by showing ways to avoid the effects of the defect. In the case of a defect, at least two attempts to rectify the defect must be accepted. An equivalent new version or the equivalent previous product version that does not show the defect is to be accepted by the customer as the subsequent performance if this is reasonable for them.

(4) The customer shall support us in the analysis of faults and the elimination of defects, in particular by describing problems that arise in detail, providing us with comprehensive information and granting us the time and opportunity necessary for the elimination of defects.

(5) If the customer incurs expenses for the removal of the defective item and the installation or mounting of the repaired or delivered defect-free item within the scope of the subsequent performance, we shall bear these proven costs up to a maximum of 1.5 times the net price of the actual defective product.

(6) If we incur additional costs as a result of our services being changed or used incorrectly, we can demand that these be reimbursed. We can demand reimbursement of expenses if no defect is found. The burden of proof lies with the customer. § 254 of the German Civil Code shall apply accordingly.

If the expenses required for the purpose of remedying the defect increase, in particular transport, travel, labour and material costs, we shall not be responsible for these, insofar as the expenses increase as a result that the delivery item has been subsequently moved by the customer to a location other than the delivery address, unless the shipment corresponds to its contractual and intended use. Personnel and material costs, which the customer claims due to the deficiencies in our services, are to be calculated on a cost-price basis.

(7) Returns of defective goods to us for the purpose of subsequent performance may only be effected after prior written consent in accordance with our existing rules on this matter. The risk of accidental loss or deterioration of the goods shall only pass to our registered office when this is accepted by us. We are entitled to refuse goods returned without our prior agreement.

(8) If we refuse the subsequent performance definitively or if it finally fails or is not reasonable for the customer, they can either withdraw from the contract within the scope of the statutory regulations in accordance with the provisions of § 8 or reduce the remuneration accordingly and additionally demand compensation for damages or reimbursement of expenses in accordance with § 13. The claims become time-barred in accordance with § 14. The provisions of §§ 445a, 445b and 478 of the German Civil Code shall remain unaffected.

§ 12 DEFECTS OF TITLE

(1) Unless otherwise agreed, we are obliged to provide our services only in the country of the place of delivery free of industrial property rights and copyrights of third parties (hereinafter: property rights). If a third party asserts justified claims

against the customer because of the infringement of property rights through services provided by us and used in accordance with the contract, we shall be liable to the customer within the period specified in § 14 as follows:

(2) We shall at our discretion and our expense either acquire a right of use for the respective services, change them so that the property right is no longer infringed or replace them. If this is not possible for us with reasonable effort, the customer shall be entitled to make use of their lawful withdrawal rights or reduction rights. The customer cannot demand compensation for futile expenses.

(3) Our obligation to pay damages shall be governed by § 13 within the scope of the statutory provisions.

(4) Our obligations as mentioned above shall only apply if the customer informs us of the claims raised by third parties immediately in writing, does not recognise the infringement and all defence measures and negotiations on a settlement are left to us.

(5) Any claims on the part of the customer shall be excluded in as far as they are responsible for the infringement of property rights. Any claims on the part of the customer shall furthermore be excluded in as far as the infringement of property rights is caused as a result of special stipulations imposed by the customer, by any application not foreseeable by us, or by the fact that the delivery has been modified by the customer or used together with products not supplied by us.

(6) In all other respects, the provisions of § 11 shall apply accordingly.

(7) Any further claims or claims other than those governed here raised by the customer against us and our vicarious agents due to a defect of title shall be excluded.

§ 13 LIABILITY

(1) We shall only pay damages or compensation for futile expenses to the following extent and only if we are at fault (wilful intent or negligence), regardless of the legal basis (e.g. due to legal transaction or obligations similar to legal transactions, material defects and defects of title, breaches of duty and unlawful acts):

a) Liability based on intent and guarantee is unlimited.
b) We shall be liable for typical and foreseeable damage in the case of gross negligence.
c) In other cases, we shall only be liable in the event of a breach of an essential contractual obligation, in the case of claims for defects, in the event of a delay and in particular for compensation for the typical and foreseeable damage.
In this respect, liability shall be limited to twice the agreed remuneration for the order affected by the damage and to three times the order value for all claims arising from this contractual relationship.
According to case law, essential contractual obligations (cardinal obligations) are obligations whose fulfilment makes the proper execution of the contract possible and on whose fulfilment the contractual partner regularly relies and should be able to rely.

(2) Exclusion of the commitment for static calculations: The K2 Base software used and provided by K2 Systems offers suggestions for the static calculation of a mounting system for solar technology. These static calculations are made without any binding legal commitment. Therefore, no claims for compensation can be asserted based on false static calculations.

(3) In the event of loss of life, physical injury and damage to health and in cases arising from the German Product Liability Act, only the statutory regulations shall apply.

(4) We reserve the right to make a plea of contributory negligence.

§ 14 LIMITATION PERIOD

(1) The limitation period

a) for claims arising from the repayment of the purchase price and withdrawal or reduction is one year from the delivery of the goods, but for duly notified defects not less than three months from the submission of the effective declaration of withdrawal or reduction;
b) One year in the case of other claims arising from material defects;
c) One year in the case of claims arising from defects of title; if the defect of title is the material right of a third party, on the basis of which the goods can be demanded, the statutory limitation periods shall apply;
d) One year in the case of other claims for damages or the reimbursement of futile expenses, starting from the time when the customer became aware of the circumstances that resulted in the claim or acquired such knowledge without gross negligence.
The limitation period shall apply upon expiry of the maximum statutory periods at the latest (§ 199 paragraphs 3 and 4 of the German Civil Code).

(2) In the case of § 438 paragraph 1, no. 2 a) and b) of the German Civil Code, the limitation period is three years, contrary to the statutory provisions.

(3) In the case of § 634a paragraph 1, no. 2 of the German Civil Code, the limitation period is three years, contrary to the statutory provisions.

(4) However, the statutory limitation periods shall always apply in the case of compensation for damages and expenses arising from wilful intent, gross negligence, guarantees, malice, as well as in the event of loss of life, physical injury and damage to health and in the case of claims arising from the German Product Liability Act.

§ 15 CONFIDENTIALITY, DATA PROTECTION, DESIGNATION AS A REFERENCE CUSTOMER

(1) The customer shall undertake to treat with confidentiality – even after the end of the contract – all objects (e.g. documents, information) received from us or becoming known to them before or during the execution of the contract, which are legally protected or which obviously contain business or trade secrets or are marked as confidential,, unless they are known to the public without any breach of the confidentiality obligation or there is no interest worthy of legal protection. The customer shall store and protect these items in such a way that misuse by third parties is excluded.

(2) The customer shall only make the items subject to the confidentiality obligation in accordance with paragraph 1 available to employees and other third parties who require access to perform their duties of service. The customer shall instruct these persons on the need for confidentiality with respect to these items.

(3) We process customer data relevant for business transactions in compliance with the data protection regulations. We may designate the customer as a reference customer.

(4) The customer shall accept that, in order to protect our legitimate interests, we obtain information about the customer from the usual credit agencies.

§ 16 EXPORT CONTROL CLAUSE

(1) The customer is obliged to observe and comply with the applicable national and international regulations relating to export control law when passing on our goods or the services provided by us to third parties. The export control regulations of the European Union, the United States of America and the Federal Republic of Germany in particular must be observed.

(2) Before passing on our goods or services provided to third parties, the customer is obliged to ensure by carrying out appropriate checks and measures that such a transfer or provision does not violate embargo regulations, in particular those stipulated by the European Union and the United States of America, also taking account of possible circumvention bans.

(3) In addition, the customer is obliged to comply with the provisions of European and US sanctions lists with regard to possible business activities with the organisations, persons and companies listed therein. The customer must also ensure that the use or transfer of our goods and services is not for prohibited, military or arms-related purposes requiring approval, unless the appropriate necessary permits are available.

(4) If it becomes necessary through any checks, the customer shall immediately provide us with all information on the final destination and recipient as well as the intended use of our delivered goods and services upon request.

(5) The customer shall indemnify us in full from all claims asserted by the recipient resulting from the non-observance of the aforementioned legal export control obligations and shall be obliged to compensate us for any damages and expenses incurred as a result.

§ 16 SOCIAL CLAUSE

When determining the amount of any claim for compensation to be fulfilled by us from or in connection with this contract, due consideration must be taken in our favour of our economic situation, the nature, scope and duration of the business relationship, any possible contribution to the cause and/or fault on the part of the customer and any particularly unfavourable installation location for the goods. In particular, the compensation, costs and expenses that we are to bear must be proportionate to the value of the component supplied.

§ 17 WRITTEN FORM

All changes and additions to the contract must be made in writing in order to be effective. The contractual partners shall also meet this requirement by sending documents in text form, in particular by fax or e-mail, unless provided otherwise for individual declarations. The written form agreement itself can only be cancelled in writing.

§ 18 SEVERABILITY CLAUSE

If a provision of these General Terms and Conditions of Service should be or become ineffective or if these General Terms and Conditions of Service are incomplete, the validity of the remaining provisions shall remain unaffected. The contractual partners shall replace the ineffective provision with a provision coming as close as possible to the legally effective meaning and purpose of the ineffective provision. The same shall apply to contractual loopholes.

§ 19 GOVERNING LAW

The Law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 20 PLACE OF JURISDICTION

The place of jurisdiction for all disputes from and in connection with this contract is Stuttgart (Germany), provided that the customer is a businessperson, a legal entity under public law or a separate estate under public law or is treated as such or if their place of business or registered office is in a foreign country. We are also entitled to take legal action at the customer's place of business and at any other permissible place of jurisdiction.

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