

1. Scope

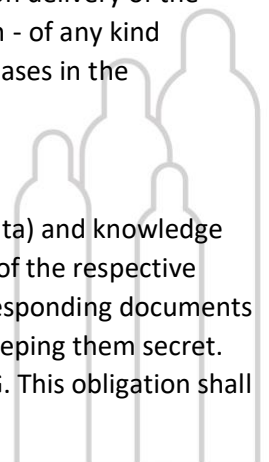
- 1.1. These General Terms and Conditions of Delivery (GTCD) shall apply exclusively to all deliveries and services by us, unless otherwise agreed in writing in individual contracts. These ALB shall only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2. Any general deviating or conflicting terms and conditions of the customer are hereby rejected and shall only apply to the extent that they are consistent with these GTCS. This shall also apply if we fulfil our obligations unconditionally and without reservation and have not expressly objected to them. Deviating or conflicting terms and conditions of the customer can only be accepted by us expressly and in writing.
- 1.3. These GTCS shall also apply to future transactions in the version valid at the time of the customer's order or in any case in the version last notified to him in text form, without our having to refer to them again in each individual case.
- 1.4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation take precedence over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5. Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form. Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

2. Offer and conclusion of contract

Our offers are always subject to change and non-binding. This also applies if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights. The order of the goods by the customer shall be deemed to be a binding offer of contract. A contract shall only be concluded upon our written order confirmation or upon delivery of the goods to the customer. Any changes made by the customer after the order confirmation - of any kind whatsoever - require our written consent in order to be legally effective. Any price increases in the meantime shall then be borne by the customer.

3. Confidentiality

The customer is obliged to use all documents (this also includes samples, models and data) and knowledge which he receives from us as a result of the business relationship only for the purposes of the respective contract and to keep them secret from third parties with the same care as his own corresponding documents and knowledge if we designate them as confidential or there is an obvious interest in keeping them secret. This applies in particular to business secrets within the meaning of § 2 No. 1 GeschGehG. This obligation shall



apply for a period of five years, but not to documents and knowledge which are demonstrably generally known or which were already known to the customer at the time of receipt without the customer being obliged to maintain secrecy or which are subsequently transmitted by a third party authorised to disclose them or which are developed by the customer without exploiting documents or knowledge of the other contractual partner which are to be kept secret.

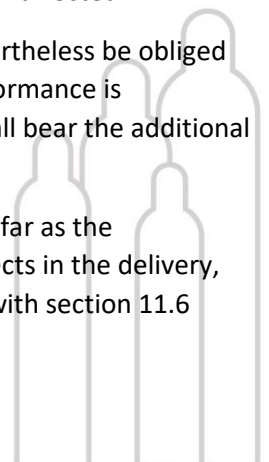
The customer shall maintain confidentiality about the content of the respective contract and all commercial and technical details related thereto and shall not disclose information of this kind to third parties.

4. Prices, price adjustments

- 4.1. Unless otherwise agreed in writing, our prices are quoted in euros "Free Carrier" Apolda ("FCA" Apolda according to Incoterms 2020), plus VAT at the respective statutory rate. Unless otherwise agreed, the customer shall bear the packaging and shipping costs, transport insurance, customs duties and similar charges. In the case of deliveries to EU member states, the customer shall notify us of its VAT identification number prior to delivery.
- 4.2. If a significant change in the cost of materials or energy occurs, each contractual partner shall be entitled to demand an appropriate adjustment of the price taking these factors into account. A price adjustment is possible in particular if, after conclusion of the contract, the raw material and energy price expectations for our products change by more than 5 percent compared to the time of conclusion of the contract. The prices of our products shall be adjusted by the factor at which the calculation basis has also changed, unless this would be contrary to a fair commercial balance.

5. Terms of payment

- 5.1. Unless otherwise agreed, our invoices are payable without deduction within 20 days of the invoice date. Discounts require a separate written agreement. However, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- 5.2. If the payment deadline is exceeded, we shall be entitled to charge interest on arrears at the statutory rate applicable in Germany. We also reserve the right to claim further damages for default. With respect to merchants, our claim to the commercial due date interest (§ 353 HGB) remains unaffected.
- 5.3. If we have indisputably delivered partially defective goods, the customer shall nevertheless be obliged to make payment for the defect-free portion, unless acceptance of the partial performance is unreasonable for the customer or he has no interest in the partial delivery. We shall bear the additional shipping costs caused by this.
- 5.4. The customer shall only be entitled to a right of retention and a right of set-off insofar as the counterclaims are undisputed or have been legally established. In the event of defects in the delivery, the customer's counter rights shall remain unaffected, in particular in accordance with section 11.6 sentence 2 of these GTCS.



5.5. If we become aware of circumstances that call the creditworthiness of the customer into question, in particular if due payments are not made, we may declare the entire remaining debt due immediately. In addition, we are entitled in this case to set the customer a reasonable deadline within which he must make an advance payment for the outstanding services or provide security. In the event of refusal by the customer or unsuccessful expiry of the deadline, we shall be entitled to withdraw from the contract and demand compensation for damages; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

6. Acceptance

6.1. If acceptance has been agreed, it can only take place in the supplying factory. It must be carried out immediately after notification of readiness for acceptance. The factory acceptance costs shall be borne by us, the other costs incurred in connection with the acceptance or charged to us by third parties shall be borne by the customer. Handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

6.2. If the parties agree on special acceptance tests (e.g. inspection of the acceptance by the TÜV), the customer is obliged to accept the goods after successful completion of the agreed inspection. This shall also apply if the customer intends to inspect the goods again within the scope of a further inspection, for example by the customer's internal quality management. Such a further inspection shall be carried out exclusively at the expense of the customer.

7. Delivery, transfer of risk

7.1. Unless otherwise agreed, we deliver "Free Carrier" Apolda works ("FCA" Apolda according to Incoterms 2020), which is also the place of performance for the delivery and any subsequent performance. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer as soon as delivery has been handed over to the first carrier or to the person otherwise designated to carry out the shipment or the delivery has left the factory, whichever occurs first. In the case of direct collection, the risk shall pass to the customer when the delivery is handed over to the customer.

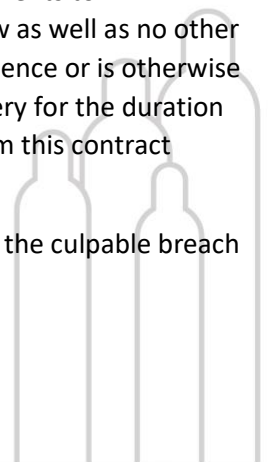
7.2. If the acceptance of the goods or their dispatch is delayed for a reason for which the customer is responsible, we are entitled, after setting and expiry of a reasonable grace period, to demand immediate payment of remuneration or to withdraw from the contract or to refuse performance and to demand damages instead of the entire performance, at our discretion.

7.3. Goods notified as ready for dispatch must be called off immediately. If dispatch is delayed at the request of the customer or for reasons for which the customer is responsible, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer from the date of notification of readiness for dispatch. In this case, we are entitled, beginning with the expiry of the reasonable period set in the notification of readiness for dispatch, to store the goods at the customer's risk and to invoice the costs incurred thereby at 0.5% of the net invoice amount of the stored goods for each week or part thereof. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer reserves the right to prove that no or significantly lower costs were incurred.

7.4. Partial deliveries are only permissible insofar as the acceptance of the partial performance is reasonable for the customer (example: If the customer has purchased several separately usable products in one order, we may also send these in several separate deliveries). We shall bear the additional shipping costs caused by this, unless the advance delivery of a part of the delivery was made at the express request of the customer.

8. Export monitoring

- 8.1. The customer is obliged to comply with all applicable export and re-export control laws, in particular the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America as well as all third countries concerned.
- 8.2. We would like to point out that the export of the products delivered by us by the customer itself - e.g. due to their type or intended use or final destination - may be subject to further authorisation requirements. The customer is obliged to check this and to observe the export regulations and embargoes relevant for these products.
- 8.3. In particular, in the case of agreed delivery outside the Federal Republic of Germany, the customer shall ensure at its own expense that all national import regulations are fulfilled with regard to the goods to be delivered by us. The customer is obliged to apply for all necessary permits, certificates, licences or authorisations which may be required for the export, re-export and transfer of the products supplied and to present them to us on request. If an end-user certificate is required, the customer shall inform us thereof and the customer shall submit such document to us without undue delay. If an import permit is required, the customer shall inform us of this without delay and the customer shall submit such a document to us without delay as soon as it is available.
- 8.4. The customer is specifically required to verify the applicability of and comply with applicable US export control laws and regulations, including without limitation the requirements of the Export Administration Act, the Export Administration Regulations and the Foreign Assets Control Regulations (OFAC). Any supply (directly or indirectly) of the products supplied by us to a sanctioned person, company or country listed on the US Treasury Department's lists of Specially Designated Nationals, Specially Designated Terrorists and Specially Designated Narcotic Traffickers or the United States Department of Commerce Entities List, Table of Denial Orders, Denied Parties List is prohibited.
- 8.5. Our performance of the contract is subject to the proviso that there are no impediments to performance due to national and international regulations of export and import law as well as no other statutory regulations. If the delivery requires the granting of an export or import licence or is otherwise restricted or prohibited, we may suspend our obligations with regard to such delivery for the duration of such restriction. In such case we shall also be entitled to revoke or withdraw from this contract without incurring any liability towards the customer.
- 8.6. The customer shall indemnify us against all damages and expenses resulting from the culpable breach of the aforementioned obligations pursuant to this Clause 8.

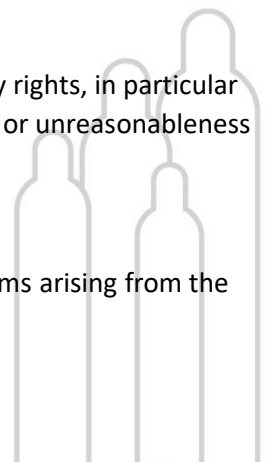


9. Delivery time, delay in delivery, force majeure

- 9.1. The delivery times are agreed individually or stated by us upon acceptance of the order. The agreed delivery times shall only apply on condition that the customer provides all the necessary information in good time and fulfils any obligations to cooperate in good time (e.g. provision of materials (such as labels or valves), provision of the necessary official certificates/approvals, opening of a letter of credit or payment of a deposit). They refer to the time of dispatch from the supplying plant and are deemed to have been met with notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.
- 9.2. If the shipment is delayed because the customer does not fulfil his obligations to cooperate according to section 9.1 of the GTCS or does not fulfil them in time, we shall be entitled, after the expiry of a reasonable grace period for the performance of the specific act of cooperation, either to deliver the goods without the components missing due to the failure to cooperate (e.g. without valves or labels not provided by the customer) or to store the goods at the customer's risk and to charge 0.5% of the net invoice amount of the goods.e.g. without valves or labels not provided by the customer) or to store the goods at the customer's risk and to invoice the costs incurred thereby at 0.5% of the net invoice amount of the stored goods for each week or part thereof. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer reserves the right to prove that no costs or significantly lower costs were incurred. Further rights to compensation or withdrawal from the contract remain unaffected.
- 9.3. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible, we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall refund any consideration already paid by the customer. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in the individual case.
- 9.4. A right of withdrawal to which the customer or we are entitled shall only extend to the part of the contract not yet fulfilled. Insofar as partial deliveries already made are unusable for the customer, he shall also be entitled to withdraw with regard to these partial deliveries.
- 9.5. The rights of the customer pursuant to section 11 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

10. Retention of title

- 10.1. We reserve title to the delivery item (reserved goods) until full payment of all claims arising from the business relationship existing with us.



- 10.2. Goods subject to retention of title shall be administered by the customer as trustee for us. The customer is obliged to handle the reserved goods with the care of a prudent businessman and to insure them against the usual risks. The customer already now assigns any claims against these insurance(s) to us by way of security. We accept the assignment.
- 10.3. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.
- 10.4. The customer may process and resell the reserved goods in the ordinary course of business as long as he is not in default. The retention of title extends to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title. The customer shall hold the goods in safe custody for us free of charge. In the event of resale, the customer shall agree a retention of title with his customer. The customer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer set out in clause 10.3 of the General Terms and Conditions of Sale shall also apply in respect of the assigned claims.
- 10.5. The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with section 10.6 of the ALB. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.
- 10.6. In the event of conduct by the customer in breach of the contract, in particular in cases of default in payment or if we become aware of circumstances which call into question the creditworthiness of the customer, we shall also be entitled to prohibit the processing, mixing or combining as well as the resale of the goods subject to retention of title. In such cases, we may withdraw from the contract in accordance with the statutory provisions or demand the return of the goods on the basis of the retention of title at the customer's expense, excluding any right of retention. The customer authorises us already now to enter his premises and to take back the goods subject to retention of title. Taking back the goods does not constitute a withdrawal from the contract; rather, we are entitled only to demand the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously

set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

- 10.7. Pledges and transfers of ownership by way of security are not permitted. If the value of the securities granted to us exceeds the secured claims by more than 10%, we shall release securities in whole or in part at our discretion upon request.
- 10.8. In the event of access by third parties to the reserved goods, in particular seizures, the customer shall point out our ownership and notify us immediately. The customer shall be liable for all costs incurred by us in this connection.

11. Defects of the goods

- 11.1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on the reimbursement of expenses in the case of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478 , 445a, 445b or §§ 445c ,327 para. 5, 327u BGB) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the framework of a quality assurance agreement.
- 11.2. The basis of our liability for defects is primarily the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it is to be assessed according to the statutory regulation whether a defect exists or not (§ 434 para. 3 BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.
- 11.3. As a matter of principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory duties of inspection and notification (§§ 377, 381 HGB). The customer is obliged to inspect the packaging and the goods immediately after receipt of the delivery and to report any damage to us immediately. In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. Externally recognisable defects, including transport damage, must be reported to us immediately, but in any case within 10 days of receipt of the delivery at the latest. The customer loses the right to claim for defects if he does not give notice of a defect, stating the nature of the defect, within 10 days after he has discovered it or should have discovered it. If the customer fails to duly inspect the goods and/or give notice of a defect, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for installation, mounting or fitting, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach

of one of these obligations; in this case, the customer shall in particular have no claims to compensation for corresponding dismantling and fitting costs.

- 11.4. We shall, at our discretion, either repair defective goods or take them back and replace them with faultless goods (subsequent performance). If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 11.5. The customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. If we decide to remedy the defect, the customer must allow any repair work to be carried out and return the goods to us immediately at our request. In the event of a replacement delivery, the customer must return the defective item to us at our request in accordance with the statutory provisions; however, the customer does not have a right of return. Subsequent performance does not include the dismantling, removal or deinstallation of the defective item or the installation, fitting or fitting of a defect-free item if we were not originally obliged to perform these services; claims by the customer for reimbursement of corresponding costs ("dismantling and fitting costs") remain unaffected....
- 11.6. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
- 11.7. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTCS if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or was negligent in not knowing that there was actually no defect. We shall not be liable for defects and damage resulting from unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, from unsuitable or improper storage or use, from normal wear and tear, faulty or negligent handling.
- 11.8. If a reasonable period of time to be set by the customer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal. Claims of the customer for damages or reimbursement of futile expenses also exist in the case of defects only in accordance with section 12 of the GTCS and are otherwise excluded.



12. Liability

- 12.1. Insofar as nothing to the contrary arises from these GTCS including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
- 12.2. We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), in the following cases
- a) for damages resulting from injury to life, body or health,
 - b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.
- 12.3. The limitations of liability resulting from para. 2 also apply to third parties as well as to breaches of duty by persons (also in their favour) whose fault we are responsible for according to statutory provisions. They do not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the customer under the Product Liability Act.
- 12.4. Due to a breach of duty that does not consist of a defect, the customer may only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

13. Limitation

- 13.1. Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.
- 13.2. The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the customer pursuant to § 8 para. 2 p. 1 and p. 2 (a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

14. Industrial property rights, copyright

- 14.1. We reserve all property rights and copyrights to all documents created or handed over by us. They may not be used by the customer for purposes other than those associated with this contract or made accessible to third parties without our prior written consent.



14.2. Should the goods have been manufactured according to drawings, models, designs, labels, trademarks or other specifications of the customer, the customer shall indemnify us against any liability for infringement of industrial property rights or copyrights to which we are exposed because the goods comply with the specifications. The indemnity obligation relates to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.

15. Regulations, safety rules, code of conduct

The customer shall observe the regulations governing the handling of steel cylinders or gases, in particular the provisions on occupational health and safety and accident prevention, the regulations under pharmaceutical and food law, including the corresponding implementation provisions, as well as the generally recognised rules of technology. Our code of conduct must be observed in the currently valid version [[link to code of conduct](#)].

16. Batch traceability

If the customer does not consume the gases himself, he undertakes to document the use of the gases with a complete batch number per cylinder (container) for gases which are subject to a statutory obligation for batch traceability (for example, medical gases or food gases), to keep the proofs of use with a complete batch number per cylinder (container) and to hand them over to us immediately on request.

17. Prohibition of assignment/legal succession/special right of termination

The customer is not entitled to transfer rights or claims arising from the contractual relationship to third parties or to assign them to third parties. This does not apply if the customer is a consumer. The rights and obligations arising from the contractual relationship shall pass to the respective legal successors of the contracting parties. The customer is obliged to inform us immediately and without being asked of any change, in particular of his legal form or company name. Without prejudice to our other rights under these GTCS, we shall have the right,

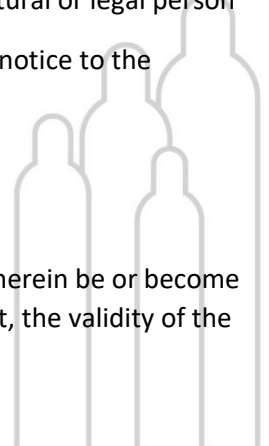
(a) in the case of a transaction or series of related transactions (including reorganisations, mergers or consolidations) resulting in the transfer of 50% or more of the outstanding voting rights of the client;
or

(b) in the event of a sale of all or substantially all of the client's assets to another natural or legal person

terminate the respective contract underlying these GTCS by giving one month's written notice to the customer.

18. Severability Clause, German Version

18.1. Should any provision of these GTCS or any provision subsequently incorporated therein be or become invalid or void in whole or in part, or should a gap in these GTCS become apparent, the validity of the remaining provisions shall not be affected thereby.



18.2. If these ALB are also available in a language other than German, only the German version shall be authoritative.

19. Place of performance, place of jurisdiction and applicable law

19.1. In the event of a dispute, both contracting parties agree to try to reach an amicable solution before resorting to legal proceedings.

19.2. If a claim is made against us for a defect or damage for which a third party is also responsible, we may demand that the customer first make serious efforts together with us to enforce the customer's claims against the third party.

19.3. The place of performance for our contractual performance as well as for the customer's payment obligation is our registered office in Apolda (Germany), unless otherwise agreed. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from and in connection with this contract, including in the context of proceedings relating to bills of exchange or cheques, shall be Apolda (Germany). The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Apolda, 27.03.2023

