

**Section 1 Scope of Application**

- (1) These Terms and Conditions of Sale and Delivery are applicable to all present and future transactions between GEH Wasserchemie GmbH & Co. KG (hereinafter referred to as "we" or "us") and our customers. This is also the case when we do not expressly refer to the Terms and Conditions of Sale and Delivery again in follow-up business transactions with the customer.
- (2) Only these General Terms and Conditions of Sale and Delivery apply. The customer's General Terms and Conditions shall under no circumstances become part of the contract. This is the case even in the event of our knowledge of such or if we do not explicitly contradict their applicability again, unless their applicability is explicitly agreed in writing. These Terms and Conditions of Sale and Delivery shall also apply in place of any General Terms and Conditions of the customer (e.g. Purchasing Terms and Conditions) even if the latter stipulate that acceptance of the order shall constitute unconditional acceptance of the customer's General Terms and Conditions.
- (3) These General Terms and Conditions apply to entrepreneurs, legal entities under public law and special funds under public law, but not if the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB).
- (4) All offers, deliveries and services on our part shall be effected solely on the basis of these General Terms and Conditions of Sale and Delivery. If we assume additional or more extensive obligations, this shall not affect the validity of these General Terms and Conditions of Sale and Delivery in other respects.

**Section 2 Offer and Conclusion of Contract**

- (1) Our offers are always conditional and non-binding, unless they have been explicitly designated as binding or contain a specific acceptance period.
- (2) If a purchase order placed by the customer is to be qualified as an offer in accordance with Section 145 BGB, we may accept it within two weeks of receiving the purchase order. If the purchase order diverges from our proposals or our offer, the customer shall set out the purchase order in writing and mark the deviations.
- (3) If the order is placed electronically, we shall usually confirm receipt of the purchase order. This confirmation of receipt merely documents the receipt of the purchase order, and shall not constitute a binding acceptance (order confirmation). However, the order confirmation may be linked to the confirmation of receipt.
- (4) The contract shall come into effect by virtue of our order confirmation. Our order confirmation shall govern the entire content of the contract. This shall also apply, subject to short-term and written objections raised by the customer, if it diverges from declarations made by the customer.
- (5) As a rule, we send our order confirmations electronically. In addition, we may also send order confirmations in text form or in writing. In the absence of a confirmation of order, the contract shall become effective upon the execution of the order.
- (6) We reserve the right to make technical modifications as well as changes as to the shape, colour and/or weight within the scope of reasonableness, unless the usability for a contractually agreed purpose, where necessary, requires exact conformity. We reserve the right to make changes and improvements with regard to the construction design, use of material and finish, insofar as this does not impair the contractually stipulated or customary use of the subject of the contract. If in the customer's view the goods to be delivered shall not only be suitable for customary use or if the customer assumes a certain suitability of the use of the goods or a certain quality or if the customer plans to use the goods for an unusual purpose, under increased stress or involving a particular risk to life, limb, health or the environment, it is obliged to point out to us the intended use or relevant expectation in writing prior to concluding the contract.
- (7) We shall retain property rights and copyright in respect of estimates, drawings and other documents. Such documents may not be disclosed to third parties or used for advertising purposes without our express prior written consent. We are entitled to request their surrender by the customer at any time. This shall only apply insofar as the transfer of ownership is not expressly the subject matter of the contract.
- (8) Any amendments, modifications or subsidiary agreements to the contract require the written form or our written confirmation to take effect. Our employees, commercial agents or other sales agents are not authorised to make subsidiary agreements or give any representations or guarantees that go beyond the stipulated content of the contract. Nor are they authorised to dispense with the requirement of an order confirmation.

**Section 3 Prices and Payment**

- (1) Prices apply ex works, exclusive of packaging, loading, transportation and possibly customs, in euros, unless otherwise stated in the order confirmation. The prices quoted are exclusive of any applicable value added tax at the respective statutory rate. With regard to any additional charges, reference is made to the provisions laid down in Section 4.
- (2) Unless otherwise indicated in the order confirmation, the invoice amount shown shall be due for payment upon issue of the invoice. The consequences of any possible default in payment on the part of the customer are commensurate with legal provisions. The customer shall be in default if it does not pay within 7 days from receipt of the invoice.
- (3) If several claims are due, we reserve the right to use a payment, instalment or deposit made by the customer in order to first discharge the claim that offers the least security, among several claims offering equal security that which is the oldest, and concerning claims of the same age we reserve the right to discharge all these claims partially at the proportionate rate.
- (4) We shall not be obliged to accept bills of exchange or cheques. If they are accepted, this shall only be done subject to clearance of the funds against reimbursement of all fees on account of performance. We shall likewise not be obliged to present a bill of exchange or cheque in due time or to lodge protests.
- (5) The customer shall only be entitled to offset its debt against claims if its counterclaims have been established as final and conclusive or are ready for decision, beyond that, also if the counterclaims have been acknowledged by us or if we have not disputed them. The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- (6) The prices are based on the currently calculated cost components, in particular the costs for energy and production material. We reserve the right to adjust the sales prices at our reasonable discretion to the development of the costs which are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, costs for the procurement of energy increase or decrease or other changes in the energy industry or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g. energy costs, are only used for a price increase to the extent that they are not offset by possible decreases in other areas, e.g. costs for production materials. In the event of cost reductions, prices will be reduced to the extent that these cost reductions are not fully or partially offset by increases in other areas. When exercising our reasonable discretion, we will choose the respective times of a price change in such a way that cost reductions are not taken into account according to standards that are less favourable for the customer than cost increases, i.e. cost reductions will have at least the same effect on prices as cost increases.
- (7) Additional deliveries and services agreed after the confirmation of order shall be invoiced separately. Partial deliveries or partial performances shall be paid within the deadlines stated in the order confirmation or invoice or rather in these Terms and Conditions.
- (8) In the event of failing to pay within the periods stated or if circumstances become known to us after concluding the contract that may adversely affect the customer's creditworthiness, all our claims shall immediately become due for payment. We shall then be entitled to require advance payment or the provision of security for any outstanding performances and, after an appropriate period of grace, to withdraw from the contract or claim compensation for non-performance and, without prejudice to the aforementioned rights, to take back the goods delivered subject to retention of title at the customer's expense. If partial payments have been agreed and the customer is in default, in spite of an appropriate period of grace, we shall be entitled to withdraw from the contract.

**Section 4 Transfer of Risk, Packaging, Dispatch**

- (1) Unless otherwise stated in the order confirmation, delivery is agreed to be "ex works" Osnabrück (EXW in accordance with Incoterms<sup>®</sup> 2020). The same shall also apply for any partial deliveries and partial performances that we provide, insofar as we are entitled to provide partial deliveries and partial performances.
- (2) Unless otherwise agreed, the cost of packaging, dispatch, payment transactions, customs fees, etc. shall be invoiced to the customer separately.

**Section 5 Delivery Times**

- (1) The delivery time results from our written order confirmation. Adherence to the delivery time requires that the customer fulfils its contractual duties and obligations as agreed. If this is not the case, the delivery time shall be extended accordingly, unless we are responsible for the delay. Binding delivery dates or deadlines require our written confirmation to become effective.
- (2) Compliance with the delivery time shall be subject to the correct and timely delivery by our own suppliers or subcontractors. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the goods), we shall notify the customer of this immediately and simultaneously inform

- it of the expected new delivery deadline. If the goods are not available within the new delivery deadline either, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. A case of the non-availability of goods in this sense shall be deemed to be, in particular, the non-timely delivery or performance by our supplier or subcontractor if we have concluded a congruent covering transaction and neither we nor our supplier or subcontractor are at fault; or if we are not obliged to procure the goods in the individual case.
- (3) Delivery dates or deadlines shall be postponed or extended accordingly if we are prevented from delivery within the time agreed due to force majeure, owing to industrial action or other circumstances for which we are not responsible (in particular also pandemic, epidemic or endemic events). The inability to obtain raw material and means of transport shall be treated in the same way as the cases referred to above. This also applies if corresponding circumstances occur concerning upstream suppliers. We shall notify our customer of such disruptions for which we are not responsible or which we alone cannot directly influence, in particular without the cooperation of our customer, stating the circumstances. We shall negotiate with our customer, applying mutually existing contractual and statutory duties of loyalty and consideration, on all measures to eliminate the disruptions or to minimise their consequences to an extent reasonable for both parties. This also applies if neither our customer nor we can invoke a case of force majeure. The foregoing shall apply to the same extent should such disruptions impair the fulfilment of our customer's contractual obligations to take delivery and other obligations. The mutual obligations to negotiate are contractual obligations within the meaning of Section 280(1) BGB. The statutory and/or contractual default provisions shall not apply for the duration of the existence of the disruptions and the negotiations on amicable remedial measures. If the disruptions exceed three months, the customer shall be entitled, following an appropriate period of grace, to withdraw from the contract with regard to the part that has not yet been performed. In this case, the customer shall not be entitled to any damage claims.
- (4) Apart from that, the customer is only entitled to rights and claims due to delay if we are responsible for the delay.
- (5) If the customer incurs damage due to a delay in delivery for which we are responsible, the statutory provisions shall apply. If we are liable to pay damages thereunder, this shall be limited in amount to 0.5 % for each full week of delay, but in total to a maximum of 5 % of the value of the part of the total delivery that cannot be used in good time or in conformity with the contract due to the delay. Damage claims in excess of this shall be excluded. We reserve the right to prove that the customer has not suffered any damage or that the damage is significantly less than the aforementioned fixed rate.
- (6) The limitations set forth above in accordance with Subsection (5) shall not apply in the event of intent or gross negligence on our part or in the event of a fixed-date transaction or if the delay in delivery for which we are responsible is based on the culpable violation of a material contractual obligation or if life, limb or health are affected. Except in the case of a wilful contractual infringement for which we are responsible or if life, limb or health are affected, our liability for damages in such cases shall be limited to foreseeable damage that typically occurs.
- (7) If shipping has been agreed, delivery times, delivery deadlines and delivery dates shall refer to the time of transfer to the forwarder, haulier or to any other third party commissioned with the shipment.
- (8) If delivery is postponed at the request of the customer, following fruitless expiry of a reasonable grace period we have set, we shall be entitled to otherwise dispose of the goods and to supply the customer within a reasonably extended deadline. Any storage costs shall be borne by the customer.
- (9) If the customer defaults in accepting performance or culpably breaches any other duty to cooperate, we shall be entitled to request replacement of any losses sustained, including any possible additional expenditure. If stored by us, the storage costs shall be 0.25 % of the invoice amount of the items to be stored for each full week. The right to pursue and provide evidence of additional or lower storage costs is reserved. Further claims of compensation for damages remain reserved; the customer may furnish proof that we incurred no or less damage.
- (10) If the conditions of Subsection (8) are met, the risk of accidental loss or deterioration of the goods shall pass to the customer at the latest at the time when it is in default of acceptance or payment.
- (11) We shall be entitled to render partial deliveries and partial performances when
- the partial delivery can be used by the customer within the contractual intended use,
  - the delivery of the remaining ordered goods is ensured and
  - the customer does not incur considerable additional expenses or costs as a result, unless we agree to bear such costs.
- (12) Partial deliveries may be invoiced separately. Complaints concerning partial deliveries shall not release the customer from the obligation to accept the remaining delivery of the goods in conformity with the contract.
- Section 6 Liability and Damage Compensation**
- (1) The customer's rights to claim defects require that it has duly complied with its obligations to inspect the goods and report defects in accordance with Section 377 of the German Commercial Code (HGB). Any notification of defects must be made in writing, stating the type and extent of the deviation from the agreed or customary quality or suitability of use. We shall not be obliged to check whether the goods fulfil the particular purpose intended by the customer or are suitable for doing so, unless the customer has pointed this out to us in writing before concluding the contract.
- (2) A material defect in the goods exists if the goods deviate considerably from the design, quantity, quality, condition, durability, functionality, compatibility, safety and suitability of use agreed in the written order confirmation, taking into account the provisions in Section 2 (1), (4), (5), (6) and (8) or, unless otherwise stipulated, from the quality and suitability of use customary in the Federal Republic of Germany. A defect of title to the goods exists if the goods are not free of rights or claims of third parties enforceable in the Federal Republic of Germany at the time of transfer of risk. Statutory exclusions in excess of this or limitations of our responsibility remain unaffected. Unless otherwise expressly agreed in the written order confirmation, we are, in particular, not responsible for the goods being free from rights/claims of third parties outside the Federal Republic of Germany. If analyses, DIN [German Industry Standard] provisions, or other domestic or international quality standards are designated by us or if any other details are provided on the quality of the goods, these shall solely serve the purpose of describing the goods to be provided by us in greater detail. No acceptance of a guarantee of quality is associated with this.
- (3) Only the information we provide and the manufacturer's product descriptions that we have included in the contract shall be deemed to be an agreement on the quality of the goods. Public statements, claims or advertisements by the manufacturer or any other third parties shall not constitute statements regarding the quality of the goods. If we provide the customer with samples or specimens, or receive samples or specimens from the customer, this shall not constitute a determination of the quality of the goods either. The customer shall not receive any guarantees in the legal sense.
- (4) Unless otherwise expressly agreed, we shall not be obliged to assemble and install goods, to advise the customer, to train or instruct customers, or to deliver accessories or instructions. If we provide such services nonetheless on the basis of a separate agreement, these services may be invoiced separately by us. The provisions of Section 10 of these General Terms and Conditions of Sale and Delivery shall apply to assembly services.
- (5) In the event of legitimate notices of defects, the customer may request supplementary performance in accordance with the statutory provisions. Supplementary performance shall take place at our discretion by eliminating the defect or by supplying faultless goods.
- (6) In the event of subsequent performance by supplying faultless goods, the customer must, at our request and at our discretion, return the defective goods to us or scrap them against proof. However, we are not obliged to take back the replaced goods or have them scrapped at our own expense. If we request the return or scrapping, we shall bear the costs of the cheapest shipping route or scrapping costs customary in the market. This does not apply if the costs increase because the goods are located at a location other than the place of intended use. Claims for reimbursement of expenses within the in the context of supplier's redress (§ 445a BGB) remain unaffected.
- (7) If the supplementary performance definitively fails, the customer may at its discretion choose to request a reduction in remuneration (*Minderung*) or a cancellation of the contract (*Rücktritt*) in accordance with statutory provisions.
- (8) In the case of damages caused by simple negligence, we shall only be liable if a material contractual obligation has been violated. Material contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely. Except in the case of a wilful contractual infringement for which we are responsible, our liability amount shall be limited to damages that typically occur and that were foreseeable at the time of concluding the contract. In particular, the replacement of indirect damage such as lost profits or loss of production shall be excluded.
- (9) Liability arising from culpable injury to life, limb or health shall remain unaffected by the aforementioned limitations in accordance with paragraph (8). This also applies to mandatory liability according to the Product Liability Act (ProdHaftG), in the context of guarantees and of supplier's redress (Section 445a BGB).

- (10) The limitation period for claims based on defects is 12 months from the transfer of risk. Damage claims due to intent, gross negligence, in the event of culpable injury to life, limb or health, claims resulting from product liability and in the context of supplier's redress (Section 445a BGB) shall remain unaffected. Supplementary performance measures shall not lead to an extension of the period referred to in the first sentence, and shall not imply any acknowledgement that triggers a new start of the limitation period. Unless the new product is sold to a consumer at the end of the supply chain, claims in the context of supplier's redress shall become statute-barred at the latest five years after we have delivered the goods to the customer, unless these claims are based on a breach of an obligation to update in accordance with Section 475b BGB.
- (11) Liability for normal wear and tear as well as damage due to unsuitable or improper use shall be excluded. If operating, safety or maintenance instructions, particularly technical data sheets, are not observed; if changes are made to the goods; if parts are replaced or consumables are used that are not compliant with the original specifications, any liability for defects shall not be applicable if the customer is unable to disprove a substantiated assertion that the defect occurred because of these circumstances.
- (12) We shall not be liable for defects in parts or components provided by the customer or for parts or components provided by third party on its behalf or for defects in the end product attributable to the defectiveness of such supply parts.

### Section 7 Property Rights

- (1) We provide a warranty vis-à-vis the customer for the goods being free of property rights of third parties in the Federal Republic of Germany.
- (2) However, the requirement for this provision of warranty is that the customer informs us immediately of claims arising from property rights asserted against it by third parties and acts in agreement with us when dealing with these claims and pursuing its rights. If one of these requirements is not met, we shall be released from our legal obligations or those assumed under these Terms and Conditions. If a breach of property rights arises for which we are liable in accordance with these Terms and Conditions, and if for that reason the customer is forbidden, with final binding effect, to use the goods, either in whole or in part, we shall, at our own expense and at our discretion
- procure the customer's right to use the goods or
  - create the goods free of property rights or
  - replace the goods with another object that does not violate any property rights, or
  - take back the goods and refund the consideration paid by the customer.
- (3) Our liability shall not be applicable if the customer makes changes to the goods or blends the goods with other materials, thereby violating the property rights of third parties.
- (4) The customer shall not be entitled to any other claims or claims in excess of this due to the infringement of property rights of third parties. In particular, we shall not replace any consequential damages, such as loss of production or use and lost profits. These liability limitations shall not apply if, in cases of intent or gross negligence or the violation of material contractual obligations or the absence of assured qualities, mandatory liability is assumed for foreseeable damage typical for the contract.

### Section 8 Liability

- (1) Liability for damage compensation in excess of that envisaged under Sections 5, 6 and 7 is excluded, irrespective of the legal grounds.
- (2) Insofar as our liability vis-à-vis the customer is excluded according to these Terms and Conditions, this shall also apply to any personal liability on the part of our representatives, vicarious agents or employees.
- (3) The customer's attention is drawn to Section 254 BGB. In line with this, the customer undertakes to take appropriate precautions to prevent, as far as possible, any damage from occurring. The obligation laid down in Section 254 BGB shall also be deemed to be an obligation the customer has towards us (within the meaning of Section 280 BGB).

### Section 9 Retention of Title

- (1) The goods delivered (goods subject to retention of title) shall remain our property until such time as all claims to which we are or will be entitled against the customer have been settled, including all current account balance claims. If the customer acts in breach of contract – in particular, if it is in default with payment of a claim for payment – we shall be entitled to take back the goods subject to retention of title after having set an appropriate period of time for performance. The transport costs incurred for taking back the goods shall be borne by the customer. If we take back the goods subject to retention of title, this shall constitute a withdrawal from the contract. If we levy execution on goods subject to retention of title, this shall

likewise constitute a withdrawal from the contract. We may realise goods subject to retention of title that we have taken back. The proceeds from the realisation shall be offset against those amounts owed to us by the customer, after we have deducted an appropriate amount for realisation costs.

- (2) The customer shall treat the goods subject to retention of title with care. The customer shall adequately insure them against fire and water damage and theft at replacement value at its own expense. If maintenance and inspection works are required, the customer shall undertake them in good time at its own expense.
- (3) The customer may use the goods subject to retention of title and resell them in the ordinary course of business, as long as it is not in default of payment. However, the customer may not levy execution on the goods subject to retention of title or assign them by way of security. Claims for payment by the customer against its buyers arising from the resale of the goods subject to retention of title as well as those claims by the customer with regard to the goods subject to retention of title arising against its buyers or third parties on any other legal grounds (in particular, claims arising from tortious acts and claims to indemnification payments), including all current account balance claims, are fully assigned to us by the customer here and now by way of security. We hereby accept this assignment.
- (4) The customer may collect the claims assigned to us at its expense in its own name for us, as long as we do not revoke this authorisation. Our right to collect these claims ourselves shall not be affected by this; however, we shall not assert the claims ourselves and shall not revoke the authorisation to collect as long as the customer duly complies with its payment obligations.
- (5) If, however, the customer acts in breach of contract – in particular, if the customer is in default with the payment of a claim for payment – we may request the customer to disclose to us the assigned claims and the respective debtors, to notify the respective debtors of the assignment and to surrender all documents to us and provide us with all of the information we require to assert the claims.
- (6) Any processing or transformation of the goods subject to retention of title by the customer shall always be executed for us. If the goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including value-added tax, if applicable) to the other processed goods at the time of processing. Apart from that, the same applies for the new product that results from processing as for the goods subject to retention of title.
- (7) If the goods subject to retention of title are inextricably attached or blended with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including value-added tax, if applicable) to the other attached or blended goods at the time of attaching or blending. If the goods subject to retention of title are attached or blended in such a way that the customer's item shall be considered as the main item, we and the customer already agree that the customer shall transfer proportionate co-ownership of the item to us. We hereby accept this transfer.
- (8) The customer shall take care of the resultant sole ownership or co-ownership of the item for us.
- (9) In the event of the attachment of goods subject to retention of title by third parties or of other intervention by third parties, the customer shall draw attention to our ownership and shall immediately inform us in writing so that we can assert our property rights. If the third party does not reimburse us with the court or out-of-court costs incurred in this connection, the customer shall be liable to pay them.
- (10) At the customer's request, we are obliged to release the securities to which we are entitled insofar as their realisable value exceeds the value of our outstanding claims against the customer by more than 10%. In this connection, however, we may choose the securities to be released.
- (11) In the event of deliveries outside the Federal Republic of Germany that we undertake at the initiative of the customer, and if the aforementioned security rights in rem cannot be effectively agreed, such security rights in rem shall be deemed to have been agreed in respect of all outstanding claims arising from the business relationship between the customer and us which are closest to the above security rights and which are permissible and possible according to the relevant legal system.

### Section 10 Special provisions for assembly services

- (1) The customer shall, at its own expense, provide in good time all the prerequisites for efficient assembly. This includes in particular the following: Access roads as well as assembly and storage areas must be levelled at floor level and be load-bearing for heavy transport and lifting equipment. Preparation and execution of earthwork, founding, grouting, construction and scaffolding work, including the provision of the building materials required for this purpose and of the parts to be assembled at the place of use, if these aforementioned works and services are not

to be performed by us in accordance with the contract. The work of subcontractors must have progressed to such an extent that assembly by us can be started on schedule and carried out without interruption. Existing sub- constructions must be straightened, foundations must be completely dry and set. In particular, the customer must ensure that official permits are obtained in good time.

- (2) The Customer shall support us at its own expense in the execution of the assembly. This includes in particular: Provision of energy, water, etc., including the necessary connections at the place of use, sufficient lighting of the place of use, the provision of suitable storage areas, storage and recreation rooms, the provision of sanitary facilities. If the customer is unable to provide certain performances despite being requested to do so and a deadline being set, these can - as far as possible - be provided by us and any costs incurred can be charged to the customer. In the case of services performed abroad, all entry, work and other necessary permits shall be provided by the customer at the customer's expense.
- (3) All small parts additionally required during assembly which are not expressly listed and which are necessary for the commissioning due to extraordinary, unforeseeable local conditions or at the special request of the local supervisory authority shall be invoiced separately upon proof.
- (4) Interruptions in assembly due to missing connections, construction work, power failure, etc., for which we are not responsible, shall be borne by the customer.
- (5) Any agreed lump sums do not include work on Sundays and public holidays. Furthermore, lump sums shall only apply if all preparatory work has been completed on site. Additional work that is not part of the normal scope of delivery shall be charged on the basis of time and effort. Waiting times during the assembly or further journeys for the commissioning of the machines, which are based on a fault of the customer, e.g. a violation of the aforementioned obligations, shall be borne by the customer.
- (6) For goods used within the scope of assembly, the above provisions for purchase contracts shall apply.
- (7) We shall be liable for our performance in accordance with Sections (5), (6), (7) and (8) of these General Terms and Conditions of Sale and Delivery.

#### **Section 11 Final Provisions**

- (1) The law of the Federal Republic of Germany shall apply exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded, even in the event that its application is provided for in the customer's General Terms and Conditions.
- (2) If the customer is a merchant, a legal entity under public law or a federal special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is Osnabrück. The same applies if the customer has no general jurisdictional venue in Germany or if the customer's place of residence or common whereabouts are not known at the time of commencing an action. However, we are entitled to sue the customer at its place of business, place of residence or commercial branch.
- (3) The place of performance, payment and fulfilment for all obligations arising from the business relationship is our company's place of business. If assembly has been agreed, the place of performance shall be the place of assembly.
- (4) If any provisions of the contract with the customer, including these General Terms and Conditions of Sale and Delivery, are or become invalid, either in full or in part, this shall not affect the validity of the remaining provisions. The partially or wholly invalid provision shall be replaced by a provision whose economic success comes closest to that of the invalid provision.