

General Terms and Conditions of Purchase

Cosactive GmbH GmbH, Kiebitzweg 2, 22869 Schenefeld ("Purchaser")

§ 1 Scope of application, form

(1) These General Terms and Conditions of Purchase ("GPC") apply to all business relationships with our business partners and suppliers ("Seller"). However, the GPC shall only apply if the Seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GPC apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or has them manufactured and purchased from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GPC in the version valid at the time of the Buyer's order or in any case in the version last communicated to the Seller in text form (e-mail is sufficient) shall also apply as a framework agreement for similar future contracts, without us having to refer to the GPC separately in each individual case.

(3) These GPC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the Seller refers to its General Terms and Conditions in the order confirmation and we do not expressly object to this.

(4) Individual agreements (e.g. framework supply agreements, Quality assurance agreements) and details in our order shall take precedence over the GPC insofar as these individual regulations deviate from these GPC. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(5) Legally relevant declarations and notifications by the seller in relation to the contract (e.g. setting of deadlines, reminders, cancellation) must be made in writing, whereby written form within the meaning of these GPC includes both the statutory written form and the text form (e.g. letter, e-mail or fax are sufficient). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

(6) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GPC.

§ 2 Conclusion of contract

(1) Our order shall be deemed binding at the earliest upon receipt of the written submission or confirmation by the Seller. The Seller shall notify us immediately of any obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before accepting our order; otherwise the contract shall be deemed not to have been concluded.

(2) The Seller is obliged to confirm our order in writing within a period of three (3) days after receipt of our order or, in particular, to fulfil it without reservation by announcing and dispatching the goods without delay ("**acceptance**").

(3) Delayed acceptance shall be deemed a new offer by the seller and requires acceptance by us; otherwise the contract shall be deemed not concluded.

§ 3 Delivery time and delay in delivery

(1) The delivery time specified by us in the order is binding and legally binding for the seller. If, by way of exception, the delivery time is not specified in the order and has not been agreed otherwise, it shall be two (2) weeks from conclusion of the contract. The seller is obliged to inform us immediately in writing,

if he is unlikely to be able to meet agreed delivery times - for whatever reason - or if there is a risk that he will not be able to meet them.

(2) If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the seller shall be in default at the end of this day without the need for a reminder from us. If the Seller fails to perform or fails to perform within the agreed delivery period or is in default, our rights - in particular to cancellation and damages - shall be determined in accordance with the statutory provisions. The provisions in the following paragraph of these GPC shall remain unaffected.

(3) If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our damage caused by default in the amount of one per cent (1%) of the net price of the goods delivered late per completed calendar week, but not more than a total of five per cent (5%) of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The buyer reserves the right to prove that no damage at all or only significantly less damage has been incurred. The contractual penalty shall be set off against the damage caused by delay to be compensated by the seller.

§ 4 Performance, delivery, transfer of risk, default of acceptance

(1) The Seller is not authorised to have the performance owed by it rendered by third parties (e.g. subcontractors) without our prior, express and written consent. The Seller shall bear the procurement risk for its services unless otherwise expressly agreed in writing in individual cases (e.g. a limitation to the Seller's stock in our order). Partial services require our prior, express and written consent.

(2) Delivery shall be made within Germany "free domicile" to the place specified in our order (DDP within the meaning of the Incoterms). If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office (Kiebitzweg 2, 22869 Schenefeld). The respective place of destination is also the place of fulfilment for the delivery and any subsequent fulfilment by the seller, so that it is legally a debt to be discharged at the creditor's domicile.

(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us in writing separately from the delivery note.

(4) The risk of accidental loss and accidental deterioration of the goods shall only pass to us upon handover at the place of fulfilment within the meaning of Section 4 (2) of these GTCP. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance (§§ 293 ff. BGB), this shall be deemed equivalent to handover or acceptance.

(5) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Vendor must also expressly offer us its performance if a specific or determinable calendar time has been agreed for any action or co-operation on our part (e.g. for the provision of material required on our part). If we are in default of acceptance, the Seller may only demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Seller (e.g. a customised or individual production), the Seller shall only be entitled to further rights if we have expressly undertaken to cooperate and we are responsible for the failure to cooperate in the legal sense at least through gross negligence.

§ 5 Prices and terms of payment

(1) The price stated in our order is binding. All prices are inclusive of any statutory value added tax owed, unless this is expressly and separately stated in our order.

(2) Unless otherwise agreed in individual cases, the price stated in the order shall include all services and ancillary services of the Seller (e.g. assembly days, installation) as well as any ancillary costs (e.g. proper packaging, transport costs, customs duties and import/export duties including any transport and liability insurance).

(3) The agreed price shall be due for payment within thirty (30) calendar days of complete delivery and performance by the Seller (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a two per cent (2%) discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for delays caused by the banks involved in the payment process.

(4) We do not owe any interest on arrears. The statutory provisions shall apply to late payment.

(5) We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Seller (from other contractual relationships with the Seller) arising from incomplete or defective services.

(6) The Seller shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 6 Confidentiality and retention of title

(1) We reserve all industrial property rights and (intellectual) property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents that the seller receives from us. Such documents are to be used exclusively for the contractual performance and are to be returned to us immediately after fulfilment of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special non-disclosure agreements and the statutory provisions on the protection of secrets, in particular those from the UWG and the GeschGehG, remain unaffected.

(2) The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we may provide to the Seller for production. Such items shall - as long as they are not processed - be stored separately at the Seller's expense and insured by the Seller to an appropriate extent against destruction and loss.

(3) Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the (end) product processed by us in accordance with the statutory provisions at the latest upon further processing.

(4) The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the seller for transfer of ownership conditional on payment of the purchase price, the seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the transferred retention of title, the forwarded retention of title and the retention of title extended to further processing.

§ 7 Defective delivery

(1) The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective/incomplete instructions) and in the event of other breaches of duty by the seller.

(2) The Seller warrants that its deliveries/services are free from material defects and defects of title. In the case of goods, the Seller warrants in particular that they are free from defects in material and workmanship which reduce their value or suitability for the contractually required or customary use; in addition, all goods delivered by the Seller must have a minimum shelf life of at least eight (8) months from receipt of the goods at the place of fulfilment (§ 4 para. 2 of these GTCP), unless our order expressly stipulates otherwise in individual cases. If we have specified a certain type of packaging/labelling of the goods to the Seller in the order or in specifications provided on the occasion of the order, the Seller shall guarantee compliance with this. The Seller further warrants that all deliveries/services rendered by him comply with the agreed requirements, in particular our specifications given in the order or on the occasion of the order, and all laws, legal regulations, DIN, EN and ISO standards and recognised rules of technology applicable both to us and to the Seller. The Seller's obligations also include the following cardinal obligations:

a) The Seller shall not deliver any goods to us which contain or release substances which require registration or authorisation in accordance with Regulation EC No. 1907/2006 of 18 December 2006 ("**REACH Regulation**"), including its future amendments and modifications, at the time of their delivery to us, but which are not registered or authorised. If substances within the meaning of sentence 1 do not yet require registration in isolation/as such, in preparations or articles only on the basis of the transitional provisions for phase-in substances regulated in the REACH Regulation at the time of delivery to us, the Seller warrants (i) to have pre-registered these substances himself in due form and time or (ii) to have satisfied himself professionally that these substances have been pre-registered in due form and time by the relevant party obliged to register. The Seller shall inform us immediately if it becomes apparent to the Seller that a substance pre-registered in accordance with sentence 2 will not be registered within the relevant transitional period for the respective substance and in this case the Seller shall no longer deliver any goods containing such substances to us from the expiry of the relevant registration period at the latest.

b) The Seller warrants that for substances contained in goods delivered to us or released by them, it will maintain without restriction any pre-registration, registration or authorisation required under the REACH Regulation and carried out by the Seller for the duration of the supply relationship with us. The Seller also warrants that it has ensured that it will be informed immediately of any cancellation of the pre-registration, registration or authorisation if it has not pre-registered, registered or authorised the respective substance itself. The Seller shall inform us immediately after becoming aware of the date on which a required pre-registration, registration or authorisation of a substance supplied to us ceases to apply and shall no longer supply us with goods containing or releasing such substances from this date onwards. In addition to § 4 para. 3 of these GTP, the Seller shall provide us with an up-to-date, complete safety data sheet that fulfils the requirements of the REACH Regulation with each delivery. If the Seller has to carry out a chemical safety assessment, he shall have checked the safety data sheet for compliance with the chemical safety assessment and - if necessary - adapted it. If the submission of a safety data sheet is neither mandatory nor to be provided on request in accordance with the provisions of the REACH Regulation, the seller shall provide information on the registration number (if available), on any authorisation obligation and information on authorisations granted or refused, information on restrictions and other available and relevant information required to determine and apply appropriate risk management measures (safety information), in writing or electronically. Changes to safety data sheets or safety information must be notified to us immediately.

and to emphasise this in the safety data sheet/safety information enclosed with the delivery. If the seller is legally obliged to carry out a chemical safety assessment for a substance contained in or releasing a delivered good and to prepare a chemical safety report, in particular on the basis of a use of a substance disclosed or recognisable by us, the seller warrants that he has carried out this assessment and included conclusions from it in the safety data sheet or the safety information. If goods contain one or more substances that fulfil the criteria of Article 57 of the REACH Regulation and have been identified in accordance with Article 59(1) of the REACH Regulation, the seller shall provide us with sufficient information for the safe use of the goods.

c) The seller is prohibited from using child labour. The seller is also prohibited from being supplied by (upstream) suppliers who use child labour. Children are persons under the age of 15. The seller must also comply with all applicable legal regulations regarding workplace safety and environmental protection.

d) Deliveries made by the Seller from an EU member state outside Germany must be labelled with the Seller's EU VAT identification number. If the Seller is domiciled in a member state of the European Union, he must deliver the deliveries duty paid, subject to other express agreements (§ 5 para. 2 of these GPC). The Seller shall in any case comply with the foreign trade regulations, above all the export control and customs regulations applicable in the country of delivery or at the Seller's registered office and, if applicable, the regulations of the United States of America. In all sales documents enclosed with the deliveries (delivery note, invoice, etc.), the Seller shall indicate any goods that are subject to export licences or that are subject to US (re)

) Services subject to export regulations must be specially labelled with the appropriate classification (export list item, number of the European Dual-Use List or Export Control Classification Number) and the applicable statistical goods number (HS code) and the country of origin must be indicated. The seller is obliged to submit at his own expense all declarations and information to be provided in accordance with Regulation (EC) No. 1207/2001, to authorise inspections by the customs authorities and to obtain the necessary official confirmations.

e) Any changes to the goods/products or conversions in the production of the Seller and/or its suppliers - irrespective of whether these relate to the product composition, the type of production, the place of production, etc. - which result in a deviation from the agreed requirements, in particular our specifications stipulated in the order or on the occasion of the order, and/or the laws, legal regulations, ordinances applicable both to us and to the Buyer, shall be deemed to have been agreed. Any changes to the goods/products or changes in the production of the Seller and/or its suppliers - irrespective of whether they affect the product composition, manufacturing method, manufacturing location, etc. - which may lead to a deviation from the agreed requirements, in particular our specifications set out in the order or on the occasion of the order, and/or the laws, legal regulations, DIN, EN and ISO standards and recognised rules of technology or Quality standards applicable both to us and to the Buyer, or which may otherwise have an impact on the product properties and/or product safety and/or the function of the products, are only permitted with our prior written consent.

(3) In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. At least those product descriptions which - in particular by express or implied designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the seller, the manufacturer or a third party. We do not waive any warranty claims by accepting or approving samples or specimens submitted to us.

(4) In the case of goods with digital elements or other digital content, the Buyer shall be responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement in accordance with Section 7 (2) of these GPC or other product descriptions of the Seller/Manufacturer or on its behalf, in particular on the Internet, in advertising or on the product label.

(5) We are not obliged to inspect the goods or make special enquiries about any defects when the contract is concluded. Partially deviating from § 442 para. 1 sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.

(6) The statutory provisions (Sections 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognisable during our quality control in an appropriate sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent to us within five (5) working days of discovery or, in the case of obvious defects, of delivery/receipt of goods.

(7) Subsequent fulfilment shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified demand for the rectification of defects shall remain unaffected; however, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.

(8) Notwithstanding our statutory rights and the provisions of these GTCP, the following shall apply: If the Seller fails to fulfil its obligation of subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the Seller. If the subsequent fulfilment by the seller has failed or is unreasonable for us (for example due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set by us; we shall inform the seller of such circumstances immediately, if possible in advance.

(9) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and/or expenses in accordance with the statutory provisions.

(10) If the seller has guaranteed the quality or durability of the delivered goods, we can also assert claims and rights in accordance with the terms of the guarantee.

§ 8 Supplier recourse

(1) We are entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) in addition to the claims for defects without restriction. In particular, we are entitled to demand exactly the type of subsequent fulfilment (rectification or replacement delivery) from the seller that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) BGB) is not restricted by this.

(2) Before we recognise or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), we shall notify the seller and provide a brief description of the defect.

We request a prompt written statement of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the seller shall be responsible for providing full proof to the contrary.

(3) Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, for example by installation, attachment or installation.

§ 9 Producer liability

(1) If the seller is responsible for a product defect/damage, he shall indemnify us against any third-party claims to the extent that the cause lies within his sphere of control and organisation (i.e. in particular due to a product defect) and he himself is liable in relation to third parties, in particular - without being limited to this - from any claims under the German Product Liability Act (ProdHaftG). Further statutory claims on our part remain unaffected.

(2) As part of its indemnification obligation, the seller shall reimburse us for expenses in accordance with

§§ We shall be obliged to reimburse the seller for any claims arising from or in connection with claims by third parties, including product recalls carried out by us, in accordance with Sections 683 and 670 BGB. We shall inform the seller of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims on our part remain unaffected.

(3) The Seller shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage. The Seller shall send us a copy of the liability policy at any time upon request.

§ 10 Liability / Industrial property rights

(1) The Seller shall be liable for intent and negligence as well as for the fault of its vicarious agents and any subcontractors as for its own fault.

(2) If claims are asserted against us by a third party because the goods delivered by us to the third party do not comply with the requirements of the REACH Regulation, the Seller shall be obliged to indemnify us against such claims upon first written request to the extent that such claim is based on a breach of the Seller's obligations under § 7 para. 2 lit. a, b) of these GPC. We are not authorised to make any agreements with the third party - without the consent of the seller - in particular to conclude a settlement. The Seller's obligation to indemnify relates to all claims, damages and/or expenses which we necessarily incur from or in connection with the claim by the third party, in particular - without being limited to this - also to legal defence costs and costs of a necessary replacement procurement.

(3) If claims are asserted against us by a third party because the goods delivered by us to the third party do not comply with the requirements of § 7 para. 2 d) or e) of these GTCP, the Seller shall be obliged to indemnify us against these claims upon first written request insofar as this claim is based on a breach of the Seller's obligations under § 7 para. 2 d) or e) of these GTCP. We are not authorised to make any agreements with the third party - without the consent of the seller - in particular to conclude a settlement. The Seller's obligation to indemnify relates to all claims, damages and/or expenses which we necessarily incur from or in connection with the claim by the third party, in particular - without being limited to this - also to legal defence costs and costs of a necessary replacement procurement.

(4) The Seller warrants in accordance with this paragraph that the products supplied by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured. He is

shall be obliged to indemnify us against all claims asserted against us by third parties due to such an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of it at the time of delivery if it had exercised due commercial care. Our further statutory claims due to defects of title in the products delivered to us shall remain unaffected.

§ 11 Statute of limitations

(1) The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is three (3) years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem (Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

(3) The limitation periods under sales law, including the above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period than the regular limitation period in individual cases.

§ Section 12 Quality management

(1) In order to maintain long-term business relationships, the Seller must provide evidence of certified Quality Management (DIN/EN/ISO 9001) and Environmental Management (DIN/EN/ISO 14001) or endeavour to do so without delay if this is not provided. Upon request, the Seller shall provide us with evidence of the relevant certificates and inform us immediately of any changes - in particular the possible loss of a certificate.

(2) Should serious Quality problems arise within the term of the contract which are not remedied despite repeated complaints, notices of defects or negotiations, we reserve the right to withdraw from the contract after issuing a reminder and setting a reasonable grace period. We also reserve the right to assert any claims for damages.

(3) If external Quality tests or audits by the Federal Aviation Office, the Federal Motor Transport Authority or the Federal Office of Defence Technology and Procurement are also desired for our suppliers, these must be approved by mutual agreement with the authorities. The seller shall also be responsible for the Quality requirements issued by these bodies, so that non-compliance with them shall constitute a default in performance.

§ 13 Final provisions, choice of law and place of jurisdiction

(1) These GTCP and the contractual relationship between us and the Seller shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the seller 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 - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be the Hamburg Regional Court. The same applies if the seller is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with § 4 para. 2 of these GTCP or an overriding individual agreement or at the general place of jurisdiction of the Seller. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected by the above provision in § 13 para. 2 of these GPC.

(3) The seller is not authorised to assign his claims from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

(4) Should one of these provisions or provisions made within the framework of other agreements be or become invalid or contestable, this shall not affect the validity of the remaining provisions. In the event that a clause is invalid, the contracting parties undertake to enter into negotiations with the aim of replacing the invalid provision with another provision that is as close as possible to it in economic and legal terms.

(5) Any translation of these GPC is for comprehension purposes only. The German version of the GPC shall prevail. In the event of any discrepancies between the German version of these GPC and any other language version, only the German version shall prevail.