

## R. Kohlhauer GmbH | General Terms and Conditions of Sale and Delivery

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### I.) General Provisions

1. All current as well as following and future legal transactions between M/s. R. Kohlhauer GmbH (hereinafter referred to as the Seller) and the Purchaser, are understood as being stipulated according to the present general terms and conditions of trade (hereinafter referred to as: GTCT).
2. The Purchaser hereby acknowledges that the GTCT herein, are obligatory and binding.
3. Conflicting or supplementary general terms and condition of trade by the Purchaser cannot be deemed as constituting subject terms of contract, irrespective of whether they are ever expressly objected to or not. This will also be held valid for any of the Purchaser's general terms and condition of trade, insofar as they may not be compliant with or may differ, diverge or depart from any legal or statutory policies and procedures. Other conflicting or supplementary general terms and condition of trade will be deemed as being binding only if expressly acknowledged by the Seller in writing.
4. Orally agreed collateral arrangements will be held as legally binding, only if confirmed by the Seller in writing.
5. The general terms and conditions of trade herein are conceived for legal transactions that do not fall under the special provisions on consumer goods purchases, per articles 474 and following of the German Civil Code. Should the foregoing presumption not apply or in the event that the Purchaser is actually a Consumer per the provisions of article 13 of the German Civil Code, the Purchaser is immediately required to notify the Seller thereof accordingly, whereupon instead of the GTCT herein, it is the Seller's "GTCT for Consumers", viewable on the Seller's official website in their currently updated form, that will apply.
6. In as far as the term "Purchaser" (e.g. the masculine pronoun) is mentioned in these GTCT, it is used for the sake of clarity/convenience. In all cases, the feminine pronoun should be understood to be included.

### II.) Conclusion of purchase contracts, prices

1. Prior to conclusion of the contract, the Purchaser is hereby committed to expressly notifying the Seller in writing, whether the goods on order are intended for uses differing, diverging or departing from the possible uses and/or use intensity and frequency as recommended by the Seller; whether they are not intended as exclusively applicable for standard uses; whether they are conceived by the Purchaser as having any specific applicability, or whether they are expected to have properties and condition per the requirements of public demonstrations, promotions and advertising, or any further circumstance that may not be intended as lying within or comprised by the actual and formal contract as concluded, or if the goods on order will be deployed under any possible unusual or non-standard conditions.
2. Cost estimates, quotations and offers by the Seller may be subject to change without notice, until a written order confirmation is issued or the goods are actually delivered. In the event that value added taxation is not specifically shown on price quotes, it will be subsequently added directly on the date of the actual service provision, at the rates legally valid thereon. Our quoted prices or pattern surcharges refer exclusively to prespecified dimensions on the basis of drawings. If in spite of this, the principal sends templates, the pattern surcharge will change to 100 %. Dimensioning tolerances shall be at the expense of the principal.
3. The Purchaser will be committed to order placements, for 14 days from the date they are sent on and taking customary postal service transit times into account.
4. The order confirmations issued by the Seller are authoritative with regard to the contents and purposes of the services to be rendered. They will also contemplate the despatch and forwarding conditions. The seller delivers ex works (according to Incoterms 2000). All forwarding, shipping and handling charges comprising any occurring transit or ferry fees, freight charges, packaging, pallets, customs duties, etc., will be charged to the Purchaser's account. In the event of dimensional or piece quantity changes as well as where individual items are reordered a recalculation is essential. In the case of all quotations involving fire-protection glass, step-color glass, alarm glass and laminated safety glass in C-class an additional 2 % is added for transport insurance. Commissioning: if delivered according to the customer's packing plan an additional cost of € 5,00 net will be added to the invoice.
5.
  - a) In the event of any cost increases due to raw material, energy, wages or procurement and sourcing costs, customs duties and excises further to any additional or general taxes and tributes occurring between the time of conclusion of the contract and the relative date of delivery, the Purchaser is hereby entitled to a price mark-up accordingly. This will not be held valid if the stipulated delivery of the object of purchase is less than 4 months from conclusion of contract or if, at the time of said price mark-up, the Seller is in default/delay with delivery.
  - b) Should price mark-up demands amount to more than 20% of the original purchase price, the Purchaser is hereby entitled to terminate the purchase contract, without prejudice to any further grounds for withdrawal.
6. Scheduled delivery dates and terms are valid, subject to unhindered manufacturing and supply process flows and uninterrupted despatch and delivery options. Stipulated delivery dates always refer to the date of departure from the Seller's premises and start as of the date specified on the written order confirmation. The Seller is entitled to deliver the goods before the stipulated delivery term.
7. Compliance with scheduled delivery dates and terms implies the clarification, by the Purchaser, of all technical details as required on the one side and on the other, compliance with the payment terms and conditions provided under clause IV herein, further to the provision – as duly required by the delivery in question – of all the relative documentation and/or licences and releases, by the Purchaser.

8. In all events of raw material or energy shortages, strikes, lockouts, traffic blocks and/or official ordinances and decrees as well as delivery overruns by upstream suppliers, operational disturbances such as extraordinary workforce deficiencies due to casualties and epidemics, unforeseeable machinery and failures, consequential material shortages, import or export restrictions, all cases of force majeure e.g. mobilisation, war, insurrections and riots, bans on imports due to embargo provisions further to any other event and/or circumstance going beyond the control of the Seller and/or the Seller's preliminary or upstream sub-suppliers, the Supplier is hereby exonerated from each and every obligation to deliver for the overall duration thereof, in as far as said occurrences may compromise the Seller's supply availabilities or ability to supply. In any one of the foregoing occurrences, the scheduled delivery dates and terms will be extended for the overall duration of the impediment, albeit for a maximum of 4 months. Once said 4 months extension term has gone by, the Purchaser is entitled to terminate the contract, without prejudice to any further rights to withdrawal.

9. The Seller's employees, sales agents as well as any other of the Seller's auxiliary agents, assistants and helpers are not authorised to refrain from the requirements specified in the written order confirmations and, as regards to the contents thereof, neither can they make alternative agreements or arrangements thereto, nor can they issue any guarantees whatsoever thereon. Any variations or amendment to finalised contracts always require a written authorisation, to be duly issued by the Seller.

### **III.) Duties by the Seller**

1. The Seller is committed to the delivery of the goods as described in the relative order confirmation, issued in writing. In the event that the goods to be delivered need to be subject to closer contractual arrangements, the Seller will deal with relative specifications in due consideration of their own, as well as the Purchaser's, perceivable and justifiable interests. The Seller is hereby not committed to deliveries and/or any additional performances that have not been expressly stated in the written order confirmation. It is specifically stated that the Seller does not owe the Purchaser any training and/or consulting whatsoever. The Seller is neither responsible for the structural analysis with respect to the products nor for the details of the construction and the local conditions of the building. Compliance to duties involving the "putting into circulation/marketing" of the goods outside of the Federal Republic of Germany is to be undertaken by the Seller only subsequent to specific agreements thereon.

2. In consideration of all technical prescriptions held generally valid as to the nature, quantity, dimensions, quality and packaging of the goods, the Seller is hereby committed to delivering goods of average kind and quality. The Seller is entitled to perform and invoice partial deliveries in as far as, in view of the Purchaser's legitimate interests, said partial deliveries are for a good and reasonable cause.

3. The seller is also entitled to fulfilling contractual obligations after the stipulated delivery terms, provided that the Purchaser is notified of said delivery extensions and duly grants a time period for subsequent delivery performance, unless said subsequent delivery performance is unreasonable for the Purchaser, or if the Purchaser disagrees to the Seller's proposal for subsequent delivery performance within a reasonable time limit. In line with the foregoing provision, the Seller is entitled to attempting multiple proposals of subsequent delivery performance. In the event of subsequent delivery performance, the Seller will provide compensation for any additional expenditure as proven to be necessary to and incurred by the Purchaser subsequent to said delivery extensions and provided that the Seller can be held demonstrably liable for damages, per the provisions of subsequent clauses VI. and VIII. herein.

4. The risk thereof is transferred to the Purchaser, as soon as the consignment of the goods begins or the Purchaser does not comply with relative acceptance obligations.

5. Without prejudice to any further legal rights, the Seller is particularly entitled to claim for endangerment of counter performance per the provisions of article 321 of the German Civil Code, in the event that the Purchaser were to fulfil existing obligations towards the Seller or third parties only partially or insufficiently or if the Purchaser were to be slow with their payment obligations, have already overstepped the assigned credit insurance limit or anyway overstep said limit with the upcoming delivery.

In lieu of the foregoing claim, the Seller is entitled to limit future and already confirmed deliveries, to payment thereof in advance by the Purchaser. The Seller will then not be bound to deliveries and may thus withhold performance, as long as counter performance by the Purchaser is not provided with adequate security or may be deemed contestable.

### **IV.) Payments**

1. Payment by the Purchaser will be exclusively in Euro. If prices are negotiated in foreign currencies, the exchange rate quoted at the time of delivery of the object(s) of purchase, will be held as valid.

2. The choice of allocation to one or to another receivable posting subsequent to payments received for outstanding accounts due as a result of multiple deliveries, is left to the Seller.

3. The Seller reserves the right to accept bills and drafts. The Seller is hereby entitled to reject acceptance of cheques. Acceptance of the foregoing is consistently granted on account of payment performance only. Discounts, collection charges and all additional charges occurring due to cheque payments will be charged to the Purchaser and are to be paid up immediately, upon first request by the Seller.

4. The setting of and enforceability of withholding rights can be asserted by the Purchaser only in the event of indisputable or judicially recognised outstanding debts. The Purchaser is furthermore authorised to withholding only in as far as the relative counterclaims affect and are based on the same contractual relationship. In case of assertion by the Purchaser of a legally identified withholding right incurring due to effectively encountered or alleged defects, said right is however solely limited to the portion of the debts due, whereby withholding can only be in consideration of possible costs incurring for the elimination of said alleged defects and respective settlement in fair and reasonable ratio to the overall debt due and without violation to the principles of good faith. The Seller is entitled to disqualify the assertion of withholding rights by way of security provisions, also by way of guarantee.

5. Should the Purchaser be in arrears for a payment due, the Purchaser is hereby entitled to charging default interests amounting to 8 percentage points above the respectively valid base rate of the European Central Bank. The Seller is nevertheless hereby granted the right to provide proof for the application of higher interest rates.

6. In the event of Buyer's failure to perform per the payment conditions or in the event of circumstances arising subsequent to conclusion of the contract, giving rise to misgivings about Buyer's creditworthiness, all Purchaser's pending receivables will be held due for immediate payment. The same will be valid if the Purchaser ceases all payments, is over-indebted, is subject to insolvency proceedings instituted against their assets or if the opening of any such proceedings is rejected for lack of assets. In such cases the Seller is entitled, to either still execute remaining deliveries or, after expiry of a reasonable period of grace, to rescind from the contract and to claim damages for non-performance. Without prejudice to any other existing right, the Seller is entitled to take back the delivered goods under retention of title rights, at the Purchaser's expense. The Seller is furthermore entitled to returning any bill or draft accepted prior to the relative expiry date and to demand for immediate payment thereof. This will not however be valid in the event that delayed payments by the Purchaser are based upon legitimate claims involving the goods delivered.

#### **V.) Retention of Title, Charging Lien**

1. Delivered goods shall remain the property of the Seller until all pending, principal and incidental claims no matter on which legal grounds or transactions they arise from, have been paid up in full (hereinafter: goods subject to retention of title). In the event of open invoices, retention of title is valid for the overall, respective balance.

2. The processing and transforming of goods subject to retention of title will be performed on behalf of the Seller as the Manufacturer thereof, yet without the Seller ever being held liable in any way whatsoever therefore. In the event that during transformation or any other process the goods subject to retention of title are permanently combined or mixed with other items, the Seller shall thereby acquire joint title in the new item based on the proportion of the invoice value of the goods subject to retention of title, to the invoice value of the final combined item or, in the absence thereof, in proportion to the current market value of the combined item at the time of the foregoing combining and/or mixing process.

3. The Purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business, as long as the Purchaser performs his obligations to pay, does not run into payment arrears and is not subject to the opening of any insolvency proceedings. The Purchaser is however not entitled to any other provision (collateral assignments, pledging as collateral, etc.) as to the goods subject to retention of title. The receivables generated from resale of title retention goods or per any other legal grounds (insurance payments, claims due to tort, etc.), including overall balance claims of current account are as of now assigned to the Seller by the Purchaser, in proportion to their co-ownership share, as the case may be.

4. The Purchaser is hereby granted revocable authorisation for collection of receivables. The Seller is entitled to revoke said authorisation in the event that the Purchaser does not perform his obligations to pay, the Purchaser either runs into payment arrears with the Seller, or is subject to the opening of any insolvency proceedings whatsoever. In these cases, the Purchaser is committed to disclosing to the Seller all the assigned claims, to furnishing all the information required to collect the claims and notifies the third party debtors of the assignment. The latter may also be performed by the Seller.

5. The Purchaser is committed to the custody of the goods subject to retention of title on behalf of the Seller, gratuitously and free of charge. The Purchaser is required to handle and store the goods subject to retention of title with care and in an orderly condition, further to providing for appropriate insurance of said goods as per the reasonable diligence of prudent business practice. To the same extent, the Purchaser is also required to bear the risk of loss of any goods subject to retention of title, in the Purchaser's possession. Any claims arising against insurances are hereby irrevocably assigned in full, by way of security, by the Purchaser to the Seller, who hereby duly accepts.

6. In case of attachments per legal orders or other interventions by third parties on the goods subject to retention of title, the Purchaser is hereby committed to notifying the Seller thereof immediately and to object to the access in question on the grounds of co-ownership by the Seller. The costs incurring due to prevention of access are to be borne by the Purchaser.

7. In the event that the Purchaser acts in breach of contract, in particular in cases of payment arrears, the Seller is entitled to claim immediate repossession of the goods subject to retention of title, to access the place of business of the Purchaser, to take possession of said goods subject to retention of title and/or to demand relinquishment by the Purchaser, for repossession as the case may be. The assertion of the foregoing rights or the attachment of the goods subject to retention of title will not constitute rescission of the contract, unless the Seller has expressly declared such rescission in writing.

8. The Purchaser is hereby committed to advising the Seller immediately, prior to the conclusion of any contract with any third party whatsoever, in case the Purchaser's contractual partner or the proprietor of the principal item contents were to request the exclusion or termination of the Seller's joint title rights, as represented under previous points 1 and 2 herein.

9. Upon request, the Purchaser is committed to providing data and information on the current stock existence of the goods subject to retention of title. The Seller is hereby irrevocably authorised to inspect the goods subject to retention of title, during standard office hours.

#### **VI.) Warranty**

1. Claims by the Purchaser due to material deficiencies, are statute-barred one year after commencement of the limitation period. Notwithstanding the provision of the foregoing sentence 1, all legal regulations on limitation are effective, provided that a claim for damages is based on resolution.

2. The Seller cannot be held liable for material deficiencies incurring after the transfer of risk. In case the Purchaser were to attempt, either directly or with the intervention of a third party, to remedy any material deficiencies without prior authorisation given accordingly by the Seller, the Seller is exonerated and held free of any warranty obligation whatsoever unless said performed remedy qualifies as pertinent and appropriate.

3. Validity of the warranty terms and conditions or any assurances as required by the Purchaser are in any case subject to relative specification and listing in the written order confirmation. This provision must also be observed for repeat orders. The Seller's employees, sales agents as well as any other of the Seller's auxiliary agents, assistants and helpers are not authorised to issue guarantees, warranties and/or assurances or to state pledges concerning the eligibility of goods and/or special performances.

4.

To all intents and purposes, the Purchaser is required to examine each single delivery immediately and accurately, for inspection of any type of perceivable as well as typical variations as to quality and quantity, further to any possible additional variation, latest within one week from receipt. The Purchaser is furthermore required to report any apparent and/or acknowledgeable deficiencies, shortfalls and wrong delivery details via a written description addressed directly to the Seller, prior to assembly or to any other possible processing or implementation of the delivery. If not, the delivery will be understood as having been accepted. The Seller's employees, sales agents as well as any other of the Seller's auxiliary agents, assistants and helpers are not authorised to accept notification of defects, or to release warranty declarations. For all remaining issues, the provisions of article 377 and following of the German Commercial Code will apply.

5.

In the event of a legitimate claim, the Purchaser shall, in accordance with the legislation, be entitled to request rectification of indicated defects from the Seller within an appropriate period after indicating the defect. In this case, the Seller bears the expenses appropriate to the rectification of defects to such extent, that they cannot be increased due to a change in location or to a change in miscellaneous, avoidable circumstances, which occurred after actual knowledge of the defect or presumed knowledge according to the circumstances of the same, and as the Seller is liable for any damage in accordance with section VIII. In the event that the rectification of defects ultimately fails, is impossible or was not performed within an appropriate period of time, the Seller shall, in accordance with the legislation, either be entitled to reduce the purchase price or to cancel the contract after setting out a period of rectification including a warning of contract termination in case of refusal or denial of service, within a period of preclusion of 4 weeks after expiry of the rectification period.

6.

Should the Seller be liable for any damage stipulated in the provisions of this contract, which was caused by slight negligence, the Seller shall only bear limited liability:

a)

Liability only applies if any essential contract obligation, including such obligations, compliance with which is an essential prerequisite for a proper contract realisation, and compliance with which the Purchaser/client usually may rely upon. Liability limits in this section do not apply for any personal injury, death or damage to health of the contractual party/Purchaser/client, and not with any case of acceptance of warranty. In the event of acceptance of warranty claims, the Seller is only obliged to compensate such damage, which might occur in this case, and was typically and upon contract conclusion be predictable. The Purchaser/client shall not be entitled to any claim compensation for any damage exceeding the value required for proper contract compliance in the interest of the Purchaser.

b)

As far as the damage is covered by an insurance policy effected by the Purchaser, the Seller shall be held liable only for any potential disadvantage on the part of the Purchaser in connection with this damage, such as increased insurance premiums or increased interest rates until claims settlement by the insurance company.

7.

The same applies for any damage caused due to a material defect of the purchase object.

8.

Incidentally, the Seller including its representatives and ordinary vicarious agents is liable only in any case of intent or gross negligence. Any private liability of legal representatives, ordinary vicarious agents and employees of the Seller in any event of slight negligence is excluded.

## VII.) Cancellation

1.

Irrespective of the statutory rights of contract cancellation, the Purchaser shall be entitled to contract cancellation, if compliance with the services, the Seller is obliged to perform according to the provisions of this contract, has become impossible for the Seller, if the Seller is in default with respect to compliance with the Seller's primary contractual obligations, or if the Seller (in any way) essentially infringed any obligation based on this contract, and if the Seller is liable for this default or infringement in accordance with section VIII of this contract. However, without waiving any further legal requirements and including in the event of a scheduled period of performance, the Seller shall always be in default only if a specific request in writing directly addressed to the Seller after expiry of the due date, which includes the request for contract compliance within an appropriate period of time, has been made.

2.

Irrespective of any further statutory rights, the seller shall be entitled to cancel the contract without any compensation, if the Purchaser disagrees with the validity of the terms and conditions on hand, if the specific provisions of consumer goods purchase rights apply (para. 474 and following of the German Civil Code), if an application for insolvency proceedings over the estate of the Purchaser has been filed, if the customer does not comply with essential obligations, which the customer has to fulfil towards the Seller or any third party and which are due, without indicating any justifiable reason; if the Purchaser has given inaccurate data with respect to the Purchaser's credit rating, if the Seller itself is not properly supplied or supplied in time, or if fulfilment of the contractual obligations on the part of the Seller has become impossible for any other reason by using such resources, which are reasonable considering the Seller's own interest and any justified interest of the Purchaser, as it was recognisable upon contract conclusion, as well as in particular considering the agreed contractual service in return.

## VIII.) Compensation

1.

Except for liability according to the Product Liability Act, liability due to concealment of insufficiencies, due to acceptance of warranted properties or for any damage caused by culpable injury to life, body or health, the Seller is only obliged to compensation of any damage within the scope of this contract concluded between the Seller and the Purchaser, as well as outside of this contract without waiving any legal prerequisites, according to the following provisions:

a)

Compensation due to delivery of insufficient goods is excluded, if the insufficiency is not essential.

b)

The Purchaser is foremost obliged to observe the rectification proposals in accordance with the provisions in section VI, or to observe the right of appeal as regulated in the provisions in section VII, and may claim for compensation only due to residual disadvantages, but under no circumstances instead of any other legal remedy.

c)

The Seller shall be held liable only in the event of culpable infringement of essential provisions, and in the event of any intentional or gross negligent infringement of miscellaneous obligations owed to the Purchaser.

d)

To compensate any proven damage the Purchaser suffered at such an extent, as it was foreseeable for the Seller with respect to the occurrence and the amount of damage upon contract conclusion as a consequence of the infringement of this obligation, and as it was not preventable by the Purchaser. The Purchaser must notify the Seller of any specific risks, atypical opportunities of damages and of unusual amounts of damage before conclusion of this contract in writing.

e)  
The Seller is not liable for any loss of profit and any non-materialistic indemnification of the Purchaser. Incidentally, the amount of damage compensation due to default for any full week of delay is limited to 0.5%, and in total to 5%; compensation due to any other infringement of obligations is limited to 200% of the value of the respective section of contractual performance which was not complied with. This provision shall not apply in the event of gross negligence on the part of any entity or managing employee of the Seller.

f)  
The Purchaser is only entitled to request damage compensation instead of execution of the contractual performance, irrespective of compliance with any statutory rights and the provisions set out in these terms and conditions, after the Purchaser has given a warning to the Seller including the indication to reject the performance, within an appropriate period of time after the due date, and if the Purchaser has ultimately rejected the execution of performance if the services were not performed within an appropriate period of time after sending the official warning to reject the performance in case of any further delay on the part of the Seller.

g)  
A statute of limitation of one year, starting from the expiry date of legal statute of limitation, applies for all contractual and non-contractual claims of the Purchaser, if these claims compete against each other. As long as the Seller is not liable due to intent, or the claim of the Purchaser is previously statute-barred, a preclusion period of 6 months, starting from the date of rejecting the compensation request, applies for any filing of a law suit requesting aforementioned compensation.

h)  
Preceding provisions for the Seller also apply for any claims by the Purchaser with respect to compensation of expenses, for liability of the Seller due to default during contract negotiations, as well as for the private liability of any employee, any representative and any servant or vicarious agent of the Seller.

2.  
Irrespective of any further legal or contractual claims by the Seller, the Purchaser shall be obliged to the following damage compensations towards the Seller:

a)  
In the event of delay in payments, the Purchaser shall compensate the Seller for any statutory expenses of any judicial or extra-judicial proceedings in order to assert the Seller's legal rights, as well as for any interest in the amount of 8 percent above the basic interest rate as published by the European Central Bank.

b)  
Except if the Purchaser can prove that a certain damage did not or did only in a significantly lower amount occur, the Seller shall be entitled to request a global compensation in the amount of 10% of the respective net value of delivery without any detailed prove of damage, if the Purchaser is in default of acceptance or if the agreed call on delivery in the case of standby orders has not been made by the client after an appropriate period of grace was set out and expired.

3.  
The Purchaser is obliged to limit the liability on the Purchaser's part in the business relationship with its clients in such a way that any potential reason and the amount of damage is within the bounds of legislation, as well as within the bounds of what is commercially accepted in this field of industry.

4.  
Without waiving any further claims by the Seller, the Purchaser unrestrictedly indemnifies the Seller - irrespective of any claims by any third party - from any claims filed due to product liability obligations or similar provisions against the Seller, as long as liability is based on any circumstances, which - e.g. the product presentation - were set by the Purchaser or any third party without any express written agreement by the Seller. This indemnification includes in particular compensation of expenses arisen for the Seller, and the Purchaser agrees to this compensation renouncing any right of requesting prove of further prerequisites or other pleas from the Seller, in particular renouncing any compliance requirements with monitoring and recall obligations, as well as renouncing any plea for statute of limitation.

#### **IX.) Miscellaneous provisions**

1.  
No personal signature is required in order to ensure the written form of information. This includes any messages send per fax, email or any other type of messages in text form.

2.  
The Seller reserves all property rights, copyrights and miscellaneous commercial and protective rights for all illustrations, drawings, price lists, calculations and miscellaneous documents provided by the Seller in any physical or electronic form. These documents must never be disclosed to any third party and must be used exclusively for performing the respective order.

#### **X.) Final clause**

1.  
Place of performance for the contractual performance and payment is the place of business of the Seller in Gaggenau in the Federal Republic of Germany.

2.  
The place of jurisdiction - including for any proceedings with respect to bills of exchange, cheques and processes for certification - also is the place of business of the Seller. However, the Seller is alternatively entitled to file a lawsuit against the Purchaser at the general place of jurisdiction of the Purchaser.

3.  
If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, any other provision of these terms and conditions and validity of these terms and conditions in their entirety shall remain unaffected. As far as an individual provision is or becomes illegal, invalid or unenforceable in any jurisdiction, the content of this contract is ruled by the legislation.

4.  
For this contract, German law exclusively applies, and the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.