

## GENERAL CONDITIONS OF SALE

PLÜMAT Plate und Lübeck GmbH & Co KG,  
PLÜMAT Maschinenbau Vertriebs GmbH,  
PLÜMAT Engineering GmbH,  
PLÜMAT Packaging Systems GmbH,  
PLÜMAT Asia/Pacific GmbH,  
S.-D. David Plate + F. Lübeck GbR,  
Arthur Plate GbR  
Pluemat Machinery Trading (Beijing) Co. Ltd.,  
Colpitt B. V.

### § 1 General, Scope

(1) The present General Conditions of Sale (GCS) shall apply to all PLÜMAT business relations with Principals. The GCS shall apply only if Principal is an enterprise in accordance with Section 14 German Civil Code, a corporate entity under public law, or a special fund under public law.

(2) The GCS shall apply in particular to contracts concerning the sale and/or supply of movables ("Goods"), regardless of whether PLÜMAT produce the Goods itself or buy from external suppliers (Sections 433, 651 German Civil Code). Unless otherwise agreed, the GCS in the version valid at the time of Principal's order or, alternatively, in the version last communicated to the Principal shall constitute a framework agreement for similar future contracts without any obligation on PLÜMAT's part to refer to the GCP in each individual case.

(3) These GCS shall apply exclusively. Any deviating or opposing or supplementary general terms and conditions of Principal shall become an integral part of the Contract only if and when PLÜMAT expressly confirm their validity in writing. The foregoing requirement shall apply in each and every case, for example even if PLÜMAT delivers to Principal without reservation, although PLÜMAT is aware of Principal's general terms and conditions.

(4) Individual agreements made with Principal in individual cases (including subsidiary agreements, supplements, and amendments) shall always take precedence over these GCS. A written contract or, respectively, PLÜMAT's written confirmation shall be binding with regard to the content of such agreements, unless there is evidence to the contrary.

(5) Material representations and notifications required to be made to PLÜMAT by Principal after conclusion of Contract (e.g. setting of deadlines, payment reminders, notice of rescission of Contract or reduction of the purchase price) shall be submitted in writing or text form (e. g. letter email, fax) in order to be valid.

(6) Any reference to the applicability of statutory provisions is made for the avoidance of doubt only. Therefore, statutory provisions shall apply even without such clarification unless these GCS directly modify or expressly exclude application of such statutory provisions.

### § 2 Conclusion of Contract

(1) PLÜMAT's offers are non-binding and subject to change without notice. This also applies in case PLÜMAT has loaned to Principal any catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documentation – including in electronic form – in which PLÜMAT reserves proprietary rights or copyright.

(2) The ordering of Goods by Principal is deemed a binding offer of contract. Unless otherwise stipulated by the order PLÜMAT shall be entitled to accept such offer of contract within two (2) weeks of receipt thereof.

(3) Acceptance can be made in writing (e.g. by order confirmation) or by delivery of the Goods to Principal.

### § 3 Delivery Time and Default in Delivery

(1) The delivery time, which may be agreed to be binding or non-binding, is agreed in each case or, respectively, stated by PLÜMAT upon acceptance of the order. The binding agreement of a delivery time shall always require the written form or text form (e. g. letter, email, fax).

(2) The delivery time shall commence at the earliest on dispatch of the order confirmation but not before the Principal has met all obligations for which it is responsible, e.g. the provision of documentation, permits, and approvals to be procured by the Principal, and not before all commercial and technical queries have been clarified (in particular in respect of suitable sample material) and the agreed down payment has been received. The delivery period shall be suspended as long as the Principal has not met its contractual obligations in full.

(3) If, for reasons beyond PLÜMAT's control, PLÜMAT is unable to adhere to binding delivery periods (non-availability of service), PLÜMAT shall notify Principal immediately, at the same time stating the estimated new delivery time. If the service continues to be unavailable during the new delivery period, PLÜMAT shall be entitled to withdraw from the Contract in whole or in part; PLÜMAT shall reimburse any counter-performance already rendered by Principal without delay. Non-availability of service in the above context shall be deemed to be in particular the failure of PLÜMAT's suppliers to honour their obligations in due time if PLÜMAT has concluded a congruent hedging transaction, if neither PLÜMAT nor PLÜMAT's supplier is at fault, or if PLÜMAT is not under a procurement obligation in a particular case.

(4) The occurrence of our default in delivery shall be governed by the statutory provisions. However, Principal shall be required to issue a reminder in each case. If PLÜMAT is in default of delivery, Principal is entitled to claim lump-sum compensation for damages caused by delay. The liquidated damages for each completed calendar week of delay shall be 0.5 per cent of the net price (delivery value) but shall not exceed five (5) per cent of the delivery value of the Goods affected by the delay. PLÜMAT reserves the right to prove that Principal suffered no damage or that the damage incurred is substantially lower than the aforementioned lump sum.

(5) Principal's rights in accordance with § 8 of the present GCS and PLÜMAT's statutory rights, in particular in the event of exclusion of performance obligation (e.g. due to the impossibility or unreasonableness of performance and/or supplementary performance), shall remain unaffected.

### § 4 Delivery, Passing of Risk, Acceptance Procedure, Default of Acceptance

(1) Delivery shall be ex works, which shall also be the place of performance for the delivery and any supplementary performance. At Principal's request and expense, the Goods may be sent to a different place of destination (sale to destination according to Principal's instructions). Unless otherwise agreed PLÜMAT shall be entitled to determine the manner of shipment (in particular the carrier, routing, and packaging).

(2) The place of performance for the delivery and any supplementary performance shall be Espelkamp/Germany. The risk of accidental destruction of the machine shall permanently pass to the Principal in accordance with the agreed delivery terms (CIF/CIP Incoterms 2020), i.e. in case of shipment CIP at the Principal's factory with transfer of the machine to the carrier stipulated by the supplier or, in case of shipment CIF, upon completion of loading on board ship.

(3) If Principal is in default of acceptance, fails to satisfy its obligations to cooperate or if PLÜMAT's delivery is delayed for other reasons for which Principal is responsible, PLÜMAT shall be entitled to compensation for the resulting damages, including additional expenses (e.g. storage costs). In that case PLÜMAT shall charge lump-sum compensation in the form of liquidated damages to the sum of 0.5 per cent of the net price for each full calendar week, the sum total of which, however, shall not exceed five (5) per cent of the net price of the delayed Goods, commencing with the

delivery period – or, in the absence of an agreed delivery period – commencing on notification that the Goods are ready for dispatch. This shall not affect PLÜMAT's right to prove higher damages and/or PLÜMAT's statutory rights (in particular reimbursement of additional expenses, reasonable compensation, termination of contract); however, the above lump sum shall be offset against any further monetary claims. Principal shall be at liberty to prove that PLÜMAT incurred no damage or damages that are substantially lower than the aforementioned lump sum.

(4) PLÜMAT shall be entitled to make part deliveries to the extent that they are reasonable for the Principal. A part delivery is deemed unreasonable if the Principal has no interest in it within the meaning of § 323 V 1 BGB (German Civil Code).

## § 5 Prices and Terms of Payment

(1) Unless otherwise agreed in individual cases, PLÜMAT's current prices at the time of conclusion of Contract shall apply; these are ex works and exclusive of freight, packaging, unloading, customs clearance, insurance, assembly and value added tax applicable on the day of delivery. These items shall be specified on the invoice. Any customs duties, charges, taxes, and other public levies shall be paid by Principal.

(2) Unless expressly otherwise agreed, installation work shall be charged on the basis of time spent and costs incurred, and invoiced according to PLÜMAT's charges for installation valid at the time. The agreed charges are net and exclusive of value added tax applicable at the time.

(3) All fees are calculated without deduction of any tax at source or other withholding taxes established by foreign tax authorities or other public authorities and/or are owed due to legal provisions (hereinafter referred to in total as Withholding Taxes). Provided the Principal is liable to pay withholding taxes the Principal shall nevertheless pay PLÜMAT the full agreed fee. PLÜMAT will provide appropriate support to Principal in any application for the reimbursement of withholding tax in which case the Principal shall indemnify PLÜMAT against any costs that may be incurred in this matter.

(4) The time worked and the work performed shall be acknowledged as received by the Principal upon presentation of the relevant documentation by the installation engineer. On completion of the installation work, the Principal shall issue confirmation of acceptance to the installation engineer on a pre-printed form. PLÜMAT's invoice for installation shall be issued on completion of the work; PLÜMAT is entitled to issue interim invoices for longer jobs. All invoice amounts are due and payable without deduction upon receipt of invoice. Payments may not be withheld because of, or set-off against, any counterclaims by the Principal if these counterclaims are disputed by PLÜMAT.

(5) Installation work and services and deliveries of spare parts and all payment obligations under orders placed by PLÜMAT Packaging Systems GmbH are payable upon receipt of invoice by the Principal. In the absence of any other express agreement, payments shall be made without deduction after invoicing for the account of PLÜMAT in accordance with the following:

- 40 % due with Purchase Order
- 50 % on completion of the factory acceptance/FAT at PLÜMAT's plant in accordance with the PLÜMAT FAT certificate before shipment from the PLÜMAT's plant
- 10 % after successful completion of acceptance at Principal's plant at the place of use (SAT/Site Acceptance Test) in accordance with the PLÜMAT SAT certificate, but no later than 30 days after the date of the bill of lading and/or of the FRC (Forwarder's Certificate of Receipt).

(6) Principal shall be deemed in default of payment upon expiration of the above-mentioned payment deadline. Interest at the statutory default rate of interest applicable at the time shall be payable on the purchase price. PLÜMAT reserves the right to claim additional damages for default. PLÜMAT's right to claim post-maturity interest against a business enterprise (Section 353 German Commercial Code) shall remain unaffected. PLÜMAT shall furthermore be entitled at its own discretion to temporarily suspend further deliveries or services until such time as all due payments have been made in full.

(7) Notwithstanding any stipulations by the Principal to the contrary, PLÜMAT is entitled to offset payments initially against the Principal's older debts, i.e. first against costs incurred, then against interest and finally against the principal amount. Principal shall be entitled to rights of setoff and retention only insofar as Principal's claim is undisputed and/or finally adjudicated. In the event of defective delivery, Principal's counter-rights, in particular in accordance with § 7 (6) Sentence 2 of the present GCS, shall remain unaffected.

(8) If it becomes apparent after conclusion of Contract (e.g. as a result of an application for the commencement of insolvency proceedings) that PLÜMAT's entitlement to payment of the purchase price is at risk due to Principal's inability to perform, we shall be entitled – after setting a deadline if applicable – to withdraw from the Contract in accordance with the statutory provisions on the withholding of performance (Section 321 German Civil Code). If the Contract is for the production of non-fungible Goods (custom-made items), PLÜMAT shall be entitled to declare withdrawal immediately; this shall not affect the statutory provisions governing the dispensability of setting a deadline.

(9) PLÜMAT accepts bills of exchange and cheques only as conditional payment, reserve all rights in relation thereto and do not guarantee timely presentation. Payment shall be deemed to have been made only when PLÜMAT is in possession of the funds. In the case of payments by cheque, payment shall be deemed to have been made once the cheque is cashed and credited to PLÜMAT's account. PLÜMAT accepts telegraphic transfers (TT) as another non-cash form of payment.

(10) An agreement may be made between PLÜMAT and the Principal obliging the Principal to open a letter of credit at its own expense at a bank accepted by PLÜMAT. In this case it is agreed that the letter of credit shall be opened in accordance with ERA [Uniform Guidelines and Practice for Commercial Documentary Credits] (Version 1993, ICC Publication No. 600).

## § 6 Acceptance

Every machine requires to be accepted by the Principal. Acceptance comprises the following steps: (i) Factory Acceptance Test (FAT) at the PLÜMAT's site, (ii) Site Acceptance Test (SAT) at the Principal's site. In all other respects the statutory provisions governing contracts for works and services shall apply unless the Contract or the present GCS provide otherwise; the provisions regarding contracts for works and services form the jurisdictional basis for the SAT acceptance.

## § 7 Retention of Title

(1) PLÜMAT retains the right of ownership in the Goods sold until such time as all our current and future claims under the Purchase Contract and an ongoing business relationship (secured claims) are paid in full.

(2) All Contract Goods which are subject to retention of title shall be insured by the Principal at the Principal's expense, in particular against fire and theft. All claims against the relevant insurer in respect of the goods and materials which are subject to retention of title are hereby assigned to PLÜMAT. PLÜMAT hereby accepts this assignment.

(3) Any Goods subject to retention of title may neither be pledged to third parties nor assigned as security unless payment has been made in full. Principal shall notify PLÜMAT immediately in writing of any application for the opening of insolvency proceedings or insofar as third parties seize or attach (e.g. distraint) Goods that are our property.

(4) In the event of breach of contract by Principal, in particular failure to pay the due purchase price, PLÜMAT shall be entitled to withdraw from the Contract in accordance with the statutory provisions or/and to demand the return of the Goods on account of our retention of title. Any request for surrender of the Goods shall not be deemed to constitute a declaration of withdrawal from the Contract; on the contrary, PLÜMAT shall be entitled to demand only the surrender of the Goods whilst reserving the right to withdraw from the Contract in future. If Principal fails to pay the purchase price that is due, PLÜMAT shall be entitled to assert the above rights only if PLÜMAT has previously unsuccessfully set Principal a reasonable

deadline for payment or if setting a period is not required under the statutory provisions.

(5) Until revocation in accordance with (c) below, Principal shall be entitled to resell and/or process the Goods in the ordinary course of business subject to retention of title. In this case the following provisions shall apply in addition:

(a) The retention of title shall extend to any products arising from the processing, mixing, or combination of PLÜMAT's Goods at their full value, in which case PLÜMAT shall be deemed to be the manufacturer. In the event that the third party's title continues to exist during the processing, mixing, or combination with third-party goods, PLÜMAT shall acquire joint ownership proportional to the invoice value of the processed, mixed, or combined goods. The provisions which apply to Goods delivered subject to retention of title shall also apply to any products generated as above.

(b) Principal already assigns to PLÜMAT in full or, respectively, in the amount of any co-ownership share in accordance with the above paragraph, any claims against third parties arising from resale of the Goods or the product as stipulated above. PLÜMAT herewith accept such assignment. Principal's obligations as set forth in Paragraph 2 shall also apply to the assigned claims.

(c) Besides PLÜMAT, Principal shall also be entitled to collect receivables. PLÜMAT undertakes to refrain from collecting the receivables as long as Principal meets its payment obligations to PLÜMAT, there is no inability to perform on Principal's part, and PLÜMAT does not exercise its right of retention by exercising a right pursuant to Paragraph 3. However, if this is the case PLÜMAT shall be entitled to demand that Principal discloses the assigned receivables and their debtors, provides all particulars required for collection, surrenders the relevant documents and notifies the debtors (third parties) of the assignment. In addition, PLÜMAT shall be entitled in this case to revoke Principal's authority to resell and process Goods which are subject to retention of title.

(d) In the event that the realizable value of the collateral exceeds our claims by more than ten (10) per cent, PLÜMAT shall at Principal's request release collateral at our discretion.

## § 8 Principal's Claims for Defects

(1) Unless otherwise specified below, the statutory provisions shall apply to Principal's rights in respect of material defects and defects in title (including incorrect or short delivery, and improper assembly or inadequate installation instructions). The special statutory provisions governing the ultimate delivery of Goods to a consumer (right of recourse against supplier pursuant to Sections 478, 479 German Civil Code) shall remain unaffected.

(2) PLÜMAT's liability for defects is primarily based upon the agreement made in respect of the quality of the Goods. The agreement governing the quality of the Goods is deemed to entail all product descriptions that are the subject of the individual contract; it is irrelevant whether the product description is provided by Principal, by the manufacturer, or by PLÜMAT.

(3) Insofar as the quality has not been agreed, an assessment of whether or not a defect exists shall be made pursuant to the statutory provisions (Section 434 (1) Nos. 2 and 3 German Civil Code). However, PLÜMAT shall not be liable for any public announcements made by the manufacturer or any other third party (e.g. promotional statements).

(4) Principal's claim for defects shall require Principal to have met its statutory obligations regarding inspection and reporting of defects (Sections 377, 381 German Commercial Code). If a defect is found during the inspection or at a later date, PLÜMAT must be notified immediately in writing. Immediately is deemed to mean that the defect is reported within two (2) weeks, whereby the aforesaid period shall be deemed to have been complied with if the report is dispatched in due time. Without prejudice to this obligation to inspect and report defects, Principal shall notify any obvious defects (including incorrect or short delivery) in writing within two (2) weeks of the date of delivery, whereby the timely dispatch of such notice shall suffice to meet the deadline. If Principal fails to perform the proper inspection and/or reporting of defects, PLÜMAT shall not be liable for any defect that has not been reported.

(5) If the delivered Goods are defective, PLÜMAT shall initially be entitled to choose whether to remedy the defect (subsequent improvement) or deliver non-defective Goods (replacement delivery). PLÜMAT's right to refuse supplementary performance pursuant to the statutory requirements shall remain unaffected.

(6) PLÜMAT shall be entitled to make the performance owed by PLÜMAT to remedy the defect conditional upon Principal paying the due purchase price. However, Principal shall be entitled to withhold a reasonable part of the purchase price proportionate to the defect.

(7) Principal shall allow PLÜMAT the necessary time and opportunity to provide the subsequent performance owed; in particular Principal shall surrender the Goods subject to a complaint for the purpose of inspection. In the event of substitute delivery, Principal shall return the defective Goods to PLÜMAT pursuant to the statutory provisions. Subsequent performance shall entail neither dismantling of the defective Goods nor their reinstallation if PLÜMAT was not originally obliged to perform such installation.

(8) Any expenses required for the inspection and subsequent performance, in particular transport costs, road tolls, labour costs and costs of materials (but not dismantling and installation costs) shall be borne by PLÜMAT if an actual defect is present. Otherwise PLÜMAT shall be entitled to demand from Principal reimbursement of any costs incurred by PLÜMAT as a result of any unjustified demand for the remedy of defects (in particular inspection and transport costs) unless the absence of any defectiveness was not obvious to Principal.

(9) In urgent cases, e.g. risk to operational safety or in order to avert disproportionate damages Principal shall be entitled to remedy the fault itself and to claim from PLÜMAT reimbursement of any expense that is objectively required for this. PLÜMAT shall be advised without delay and, if possible, in advance of any such self-remedy. The right to self-remedy does not exist if PLÜMAT would be entitled to refuse subsequent performance under the statutory provisions.

(10) If subsequent performance fails or the reasonable deadline to be set by Principal has elapsed unsuccessfully or is not required under the statutory provisions Principal may either withdraw from the Contract or reduce the purchase price. However, the right of withdrawal shall not apply in case of insignificant defects.

(11) Even in the event of defects, Principal may claim for damages or, respectively, reimbursement of wasted expenditure only as specified in § 8; all such claims shall otherwise be excluded.

## § 9 Other Liability

(1) Unless otherwise specified in the present GCS including the provisions below, PLÜMAT shall be liable in the event of a breach of our contractual or non-contractual obligations pursuant to the statutory provisions.

(2) PLÜMAT shall be liable for damages – for whatever legal reason – within the scope of fault-based liability in cases of intent and gross negligence. In the event of ordinary negligence PLÜMAT shall be liable pursuant to the statutory provisions (e.g. the due care and diligence which PLÜMAT exercise in its own affairs), subject to a more lenient liability criterion, only

(a) for damages resulting from injury to life, body, or health,

(b) for damages resulting from the not inconsiderable breach of a material contractual obligation (obligation whose proper fulfilment constitutes a sine qua non for execution of the Contract and compliance with which the other party regularly relies on and is entitled to expect); in this case, however, our liability shall be limited to compensation for the foreseeable damage that should typically be expected.

(3) The limitations of liability resulting from Paragraph 9.2 shall also apply in the event of breaches of duty by or, respectively, in favour of persons whose culpability PLÜMAT are responsible for under the statutory

provisions. They shall not apply if PLÜMAT has maliciously failed to disclose a defect or has assumed a warranty for the condition of the Goods and for any Principal's claims under the product liability law.

(4) Principal may withdraw from or cancel the Contract on the grounds of a breach of duty that is not due to a defect only if PLÜMAT is responsible for the breach of duty. Principal's right to withdraw from or cancel the Contract without cause (in particular pursuant to Sections 651, 649 German Civil Code) is excluded. Otherwise the statutory provisions and legal consequences shall apply.

(5) In the case of third-party products, PLÜMAT's liability for defects is limited to the assignment of claims which PLÜMAT makes against the supplier of the third-party products.

#### **§ 10 Technical Documentation, Industrial Property Rights, and Data Protection**

(1) If the Principal supplies drawings, mock-ups, or samples for the purpose of executing the Contract, any infringement of third-party industrial property rights shall be the Principal's responsibility.

(2) If a third party invokes its property rights and prohibits PLÜMAT from making use of same, PLÜMAT shall be entitled – without any obligation to review the factual and legal situation – to discontinue its deliveries and services. The Principal shall be notified thereof without delay. The Principal shall indemnify PLÜMAT for any claims arising from copyright, trademark rights, or patent rights, unless such infringement is PLÜMAT's responsibility.

(3) Unless otherwise agreed in writing, only PLÜMAT shall be entitled to apply for industrial property rights in any inventions and samples made for performance of the Contract by PLÜMAT, even if the Principal was involved in the development.

(4) The Principal shall be entitled to make use of any inventions and samples with no limitation as to time and/or geographic location according to the above provision for the purpose and content of the Contract made with PLÜMAT. This usage right shall be deemed covered by the agreed remuneration.

(5) PLÜMAT reserves all property and copyright in the cost estimates, drafts, design proposals, data carriers, software and similar documentation supplied by PLÜMAT. Such items may be made available to third parties only with PLÜMAT's express prior written consent. This shall pertain in particular to any documentation that is marked "Confidential".

(6) PLÜMAT herewith informs the Principal that its personal data is processed, stored, and transmitted solely for the purpose of implementing the Contract and for customer management and will not be disclosed to third parties beyond such purpose. Upon placing the order, the Principal agrees to the electronic processing, storage and transmission of its data for contractual purposes.

#### **§ 11 Confidentiality**

(1) All information is deemed to be "Confidential" that is communicated by PLÜMAT or its associated companies in the course of contractual negotiations or in the execution of the Contract and which relates to the subject matter of the Contract, to PLÜMAT or its associated companies and which prior to this was neither publicly accessible to the Principal nor available to the Principal or its associated companies without any obligation to confidentiality.

(2) Information shall no longer be deemed confidential if it has been made publicly available without a breach of confidentiality or has been communicated to the business party lawfully by third parties without any obligation to confidentiality.

(3) The Principal shall keep all confidential information strictly confidential and shall neither disclose, distribute, make available to third parties nor publish such information. The Principal shall restrict access to such confidential information only to those managing directors, employees, or consultants who need to know such information for the execution and processing of the Contract and shall place this group of people under a corresponding obligation to confidentiality.

(4) At PLÜMAT's request and/or in the event that an offer made by PLÜMAT is not accepted, the Principal and its associated companies shall return all confidential information communicated in material form and all copies made thereof without delay. Electronic files shall be destroyed in such a way that they cannot be recovered. Sentences 1 and 2 shall apply subject to the proviso that the physical surrender and destruction of data is legally permissible, and in particular that no statutory retention and storage period applies.

(5) The Principal's obligations under the confidentiality obligation shall cease for each individual piece of confidential information ten (10) years after the respective disclosure.

#### **§ 12 Period of Limitation**

(1) Notwithstanding Section § 438 (1) No. 3 German Civil Code the general period of limitation for claims for material defects and defects of title shall be one (1) year from delivery. Insofar as an acceptance procedure has been agreed the period of limitation shall commence upon such acceptance.

(2) However, in the event that the Goods constitute a building or an object that, in conformity with its customary manner of utilization, has been used for a building and has caused the defectiveness thereof (building material), the period of limitation shall be five (5) years from delivery pursuant to the statutory provisions (Section 438 (1) No. 2 German Civil Code). Other statutory special provisions in respect of periods of limitation (in particular Section 438 (1) No. 1; (3); Sections 444, 479 German Civil Code) shall also remain unaffected.

(3) The aforesaid periods of limitation pursuant to the law governing the sale of goods shall also apply to Principal's contractual and non-contractual claims for damages which are attributable to a defect in the Goods unless the application of ordinary statutory limitation (Sections 195, 199 German Civil Code) would result in shorter periods of limitation in individual cases. However, Principal's claims for damages pursuant to Section 8 (2) No.1 and No. 2(a) and pursuant to the product liability law shall become statute-barred only in accordance with the statutory periods of limitation.

#### **§ 13 Applicable Law and Legal Venue**

(1) The present GCS and the contractual relationship between PLÜMAT and Principal shall be governed by the law of the Federal Republic of Germany, including also international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If Principal 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 sole place of jurisdiction for any disputes – including any international disputes – arising directly or indirectly from the contractual relationship shall be our legal domicile in Espelkamp/Germany. The same shall apply if Principal is a company within the meaning of Section 14 German Civil Code. However, in all cases we shall be entitled to lodge an action at the place of performance of the delivery obligation in accordance with the present GCS or, respectively, any overriding individually negotiated terms or at Principal's general place of jurisdiction. The foregoing shall not affect overriding statutory provisions, in particular those in respect of exclusive judicial competence.

Revised: 1<sup>st</sup> June 2020