

The English text below is a translation of the German General Terms and Conditions of Höcker Polytechnik GmbH. The English version of the General Terms and Conditions below is provided for information purposes only, and does not form part of the contract. The "Allgemeine Geschäftsbedingungen" (General Terms and Conditions) of Höcker Polytechnik GmbH form part of the contract. In the case of discrepancies between the German version and the English version, the German version only shall therefore apply.

Section 1 Validity of the General Terms and Conditions

- (1) These General Terms and Conditions apply to all present and future business transactions between Höcker Polytechnik GmbH (hereinafter referred to as: "Höcker") and the customer. This is also the case when Höcker does not expressly mention the General Terms and Conditions again to the customer in follow-up business transactions.
- (2) Only these General Terms and Conditions apply. The customer's General Terms and Conditions shall under no circumstances constitute the subject of the contract. This shall not apply even in the event of Höcker's knowledge of such or if Höcker does not expressly contradict this again, unless Höcker has explicitly agreed upon their applicability in writing. These General Terms and Conditions shall also apply in place of any General Terms and Conditions of the customer (e.g. Purchasing Terms and Conditions) even if the latter stipulate that acceptance of the order shall constitute unconditional acceptance of the customer's General Terms and Conditions.
- (3) These General Terms and Conditions shall not apply if the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB).
- (4) All offers, deliveries and services on the part of Höcker shall be effected solely on the basis of these General Terms and Conditions. If Höcker assumes additional or more extensive obligations, this shall not affect the validity of these General Terms and Conditions in other respects.

Section 2 Offer and Conclusion of Contract

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

Section 3 Prices and Payment

- (1) Prices apply ex works, exclusive of transportation and possibly customs, in euro, unless otherwise stated in the order confirmation. Prices are quoted exclusive of the statutory rate of value-added tax that may be applicable. With regard to any additional charges, reference is made to the provisions laid down in Section 4.
- (2) Unless otherwise indicated in the order confirmation, the invoice amount shown shall be due for payment upon the issuance of the invoice. The consequences of any possible default in payment on the part of the customer are commensurate with legal provisions. The customer shall be in default if he does not pay within 7 days from receipt of the invoice.
- (3) If several claims are due, Höcker reserves the right to use a payment, instalment or a deposit made by the customer in order to first discharge the claim that offers the least security, among several claims offering equal security that which is the oldest, and concerning claims of the same age Höcker reserves the right to discharge all these claims partially at the same rate.
- (4) Höcker shall not be obliged to accept bills of exchange or cheques. If they are accepted, this shall only be done subject to clearance of the funds against reimbursement of all fees on account of performance. Höcker shall likewise not be obliged to present a bill of exchange or cheque in due time or to lodge protests.
- (5) The customer shall only be entitled to offset his debt against claims if his counterclaims have been established as final and conclusive or are due for decision, for the rest, also if the counterclaims have been acknowledged by Höcker or if Höcker has not disputed them. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.
- (6) Höcker reserves the right to adjust its prices accordingly if there are any increases in costs (in particular due to collective agreements or changing prices for materials) after concluding the contract.

- (7) Additional deliveries and services agreed upon after the confirmation of order shall be invoiced separately. Partial deliveries or partial performances shall be paid within the deadlines stated in the order confirmation or invoice or rather in these General Terms and Conditions.
- (8) In the event of failing to pay within the periods stated or if circumstances become known to Höcker after concluding the contract that may adversely affect the customer's creditworthiness, all Höcker's claims shall immediately become due for payment. Höcker shall then be entitled to require advance payment or the provision of security for any outstanding performances and, after an appropriate period of grace, to withdraw from the contract or claim compensation for non-performance and, without prejudice to the aforementioned rights, to take back the goods delivered subject to retention of title at the customer's expense. If partial payments have been agreed upon and the customer is in default, in spite of an appropriate period of grace, then Höcker shall be entitled to withdraw from the contract.
- (9) Höcker is entitled to assign its claims to third parties, and especially factoring companies. If Höcker has reported such an assignment to the customer, payments by the customer may only be made with discharging effect to the assignee from that date. In the case of the assignment of claims, Höcker shall notify the customer of the assignee and his bank details, which may already be communicated in the order confirmation.

Section 4 Transfer of Risk, Packaging, Dispatch

- (1) Unless otherwise stated in the order confirmation, delivery is agreed to be FCA/Hilter a.T.W. (in accordance with Incoterms 2020). The same shall also apply for any partial deliveries and partial performances that Höcker provides, insofar as Höcker is entitled to provide partial deliveries and partial performances.
- (2) Unless otherwise agreed upon, the cost of transportation (if assumed by Höcker according to the order confirmation), payment transactions, customs fees, etc. shall be invoiced to the customer separately.

Section 5 Delivery Times

- (1) The delivery time is evident from Höcker's written order confirmation. Adherence to the delivery time requires that the customer fulfils his contractual duties and obligations as agreed. If this is not the case, then the delivery time shall be extended accordingly, unless Höcker is responsible for the delay. Binding delivery dates or deadlines require the written confirmation of Höcker to become effective.
- (2) Compliance with the delivery time is subject to the correct and timely delivery by Höcker's suppliers, unless Höcker has deliberately or grossly negligently induced the incorrect or late delivery by its suppliers. Höcker shall notify the customer immediately of the non-availability of the goods. Any considerations that may already have been made shall be reimbursed, unless the customer declares his agreement to the delivery after expiry of the delivery time. This paragraph shall apply accordingly to parts to be provided by the customer, where these are named by Höcker in the order confirmation.
- (3) Delivery dates or deadlines shall be postponed or extended accordingly if Höcker is prevented from providing the service within the time agreed due to force majeure, industrial action or other circumstances (in particular also pandemic events) for which Höcker is not responsible. The inability to obtain raw material and means of transport shall be treated in the same way as the cases referred to above. This also applies if corresponding circumstances occur concerning upstream suppliers. Höcker shall not be liable for any damages arising from this on any legal grounds. If the impediment exceeds three months, then the customer shall be entitled, following an appropriate period of grace, to withdraw from the contract with regard to the part that has not yet been performed. In this case, he shall not be entitled to any damage claims.
- (4) For the rest, the customer is only entitled to rights and claims due to delay if Höcker is responsible for the delay.
- (5) If the customer incurs damage due to a delay in delivery for which Höcker is responsible, then the statutory provisions shall apply. If Höcker is liable to pay damages thereunder, this shall be limited in amount to 0.5% for each full week of delay but in total to a maximum of 5% of the value of the part of the total delivery that cannot be used in good time or in conformity with the contract due to the delay. Damage claims in excess of this shall be excluded.
- (6) The limitations set forth above in accordance with paragraph 5 shall not apply in the event of intent or gross negligence on the part of Höcker or in the event of a fixed-date transaction or if the delay in delivery for which Höcker is responsible is based on the culpable violation of an essential contractual obligation or if life, limb or health are affected. Except in the case of a wilful contractual infringement for which Höcker is responsible or if life, limb or health are affected, then Höcker's liability for damages in such cases shall be limited to foreseeable damage that typically occurs.
- (7) If shipping has been agreed, delivery times, delivery deadlines and delivery dates shall refer to the time of transfer to the forwarder, haulier or to any other third party commissioned with the shipment.
- (8) If delivery is postponed at the customer's request, once a reasonable period of grace that has been set elapses without success, Höcker shall be entitled to dispose of the goods at its discretion and to supply the customer within a reasonably extended deadline. Any storage costs shall be borne by the customer.
- (9) If the customer defaults in accepting performance or culpably breaches any other duty to cooperate, then Höcker shall be entitled to request replacement of any losses sustained, including any possible additional expenditure. If stored by Höcker, the storage costs shall be 0.5% of the invoice amount of the items to be stored for each full week. The right to pursue and provide evidence of additional or lower storage costs is reserved. Further claims of compensation for damages remain reserved; the customer may furnish proof that Höcker incurred no damage or less damage.
- (10) If the conditions of paragraph (8) are met, then the risk of accidental loss or deterioration of the purchase item shall pass to the customer at the latest at the time when he is in default of acceptance or payment.
- (11) Höcker shall be entitled to render partial deliveries and partial performances when
 - a) the partial delivery can be used by the customer within the contractual intended use,
 - b) the delivery of the remaining ordered goods is ensured and
 - c) the customer does not incur considerable additional expense or costs as a result, unless Höcker agrees to bear such costs.
- (12) Partial deliveries may be invoiced separately. Complaints concerning partial deliveries shall not release the customer from the obligation to accept the remaining delivery of the goods in conformity with the contract.

Section 6 Liability and Damage Compensation

- (1) The customer's rights to claim defects require that he has duly complied with his obligations to inspect the goods and report defects in accordance with Section 377 of the German Commercial Code (HGB). To that effect, the customer shall examine the goods immediately after delivery, where this is advisable in the ordinary course of business, and, if a defect is evident, shall notify Höcker immediately. Where such a defect becomes apparent at a later point in time, notification must be given immediately after discovery of the defect. Any notification of defects must be made in writing, stating the type and extent of the deviation from the agreed or customary quality or suitability of use. Höcker shall not be obliged to check whether the goods fulfil the particular purpose intended by the customer or are suitable for doing so, unless the customer has pointed this out to Höcker in writing before concluding the contract.
- (2) A material defect in the goods exists if the goods deviate considerably from the design, quantity, quality, condition, durability, functionality, compatibility, safety and suitability of use agreed upon in the written order confirmation taking into account the provisions in Section 2(1), (4), (5), (6) and (8) or, unless otherwise stipulated, from the quality and suitability of use customary in the Federal Republic of Germany. A defect of title to the goods exists if the goods are not free of rights or claims of third parties enforceable in the Federal Republic of Germany at the time of transfer of risk. Statutory exclusions in excess of this or limitations of Höcker's responsibility remain unaffected. Unless otherwise expressly agreed upon in the written order confirmation, Höcker is, in particular, not responsible for the goods being free from rights/claims of third parties outside the Federal Republic of Germany. If analyses, DIN [German Industry Standard] provisions, other domestic or international quality standards are designated by Höcker if any other details are given about the quality of the goods, then these shall solely serve the purpose of describing the services to be provided by Höcker in greater detail. No acceptance of a guarantee of quality is associated with this.
- (3) Only the information provided by Höcker and the manufacturer's product descriptions included by Höcker in the contract shall be deemed to be an agreement on the quality of the goods. Public statements, claims or advertisements by the manufacturer or any other third parties shall not constitute statements regarding the quality of the goods. If Höcker provides the customer with samples or specimens, or receives such from him, this shall not constitute a determination of the quality of the goods either. The customer shall not receive any guarantees in the legal sense.
- (4) Unless otherwise expressly agreed, Höcker shall not be obliged to assemble and install goods, to advise the customer, to train or instruct customers, or to deliver accessories or instructions. If Höcker provides such services nonetheless on the basis of a separate agreement, these services may be invoiced separately by Höcker.
- (5) In the case of goods with digital elements, Höcker owes the provision of updates and information about updates only insofar as this results explicitly from an agreement on quality. Claims for reimbursement of expenses in the context of supplier's redress (Section 445a BGB) shall remain unaffected.
- (6) In the event of legitimate notices of defects, the customer may request supplementary performance in accordance with the statutory provisions. Supplementary performance shall take place at the discretion of Höcker by eliminating the defect or by supplying faultless goods.
- (7) If the supplementary performance definitively fails, then the customer may at his discretion choose to request a reduction in remuneration (reduction) or a cancellation of the contract (withdrawal) in accordance with the statutory provisions. In the case of damages caused by simple negligence, Höcker shall only be liable if a material contractual obligation has been violated. Material contractual obligations are those whose fulfilment shapes the contract and in which the customer may trust.
- (8) Except in the case of a wilful contractual infringement for which Höcker is responsible, Höcker's liability amount shall be limited to damages that typically occur and that were foreseeable at the time of concluding the contract. In particular, the replacement of indirect damage such as lost profits or loss of production shall be excluded.
- (9) Liability arising from culpable injury to life, limb or health shall remain unaffected by the aforementioned limitations in accordance with paragraph (8). This also applies to mandatory liability according to the Product Liability Act, in the context of guarantees and supplier's redress (Section 445a BGB).
- (10) The limitation period for claims for faults is 12 months from the transfer of risk, or from acceptance of performance in the case of assembly. Damage claims due to intent, gross negligence, in the event of culpable injury to life, limb or health, claims resulting from product liability and in the context of supplier's redress (Section 445a BGB) shall remain unaffected. Subsequent performance measures shall not lead to an extension of the period referred to in the first sentence, and shall not imply any acknowledgement that triggers a new start of the limitation period. Unless the new product is sold to a consumer at the end of the supply chain, claims in the context of supplier's redress shall become statute-barred at the latest five years after Höcker has delivered the goods to the customer, unless these claims are based on a breach of an obligation to update in accordance with Section 475b BGB.
- (11) Liability for normal wear and tear as well as damage due to unsuitable or improper use shall be excluded. If operating, safety or maintenance instructions, particularly technical data sheets, are not observed; if changes are made to the products; if parts are replaced or consumables are used that are not compliant with the original specifications, then any liability for defects shall not be applicable if the customer is unable to disprove a substantiated assertion that the defect occurred because of these circumstances.
- (12) Höcker shall not be liable for defects on the part of customer or for parts or components provided by third parties on its behalf or for defects in the end product attributable to the defectiveness of such supply parts, if the customer is unable to disprove a substantiated assertion that the defect occurred because of these circumstances.

Section 7 Property Rights

- (1) Höcker provides a guarantee vis-à-vis the customer for the goods being free of property rights of third parties in the Federal Republic of Germany.
- (2) However, the requirement for this provision of guarantee is that the customer shall inform Höcker immediately of claims arising from property rights asserted against him by third parties and shall act in agreement with Höcker when dealing with these claims and pursuing his rights. If one of these requirements is not met, then Höcker shall be released from its legal obligations or any obligations undertaken in these conditions. If a breach of property rights arises for which Höcker is liable in accordance with the conditions, and if for that reason the customer is

- forbidden by law to use the goods either completely or partially, then Höcker shall, at its own expense and at its discretion
- a) procure the customer's right to use the goods or
 - b) create the goods free of property rights or
 - c) replace the goods with another object that does not violate any property rights, or
 - d) take back the goods and refund the consideration paid by the customer.
- (3) Höcker's liability shall not be applicable if the customer makes changes to the goods or blends the goods with other materials, violating the property rights of third parties.
- (4) The customer shall not be entitled to any other claims or claims in excess of this due to the infringement of property rights of third parties. In particular, Höcker shall not replace any consequential damages, such as loss of production or use and lost profits. These liability limitations shall not apply if, in cases of intent or gross negligence or the violation of essential contractual obligations or the absence of assured qualities, mandatory liability is assumed for foreseeable damage typical for the contract.

Section 8 Joint Liability

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

Section 9 Retention of Title

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

Section 10 Special Provisions for Assembly Services

- (1) The customer shall ensure that all requirements for quick assembly are met in good time at his expense. This involves, in particular: access roads, the assembly site and the storage site must be level at floor height and capable of bearing heavy loads and lifting equipment. Preparation and execution of earthwork, foundation work, grouting work, construction work and scaffolding work, including the provision of all necessary building materials and the parts to be assembled at the place of use, if such services are not to be performed by Höcker in conformity with the contract. The work performed beforehand by contractors must be sufficiently advanced to allow Höcker's fitters to start the assembly according to schedule and to carry out the assembly without any interruption. Existing substructures must be flattened, and foundations must be completely dry and set. The customer shall, in particular, obtain any official permits in good time.
- (2) The customer shall support Höcker with the execution of assembly work at his expense. Such support includes, in particular: the provision of energy, water, etc., including the necessary connections at the required site, sufficient lighting at the required site, provision of appropriate storage sites, storage and staff rooms, provision of sanitary facilities. The customer shall ensure compliance with occupational health and safety regulations. The customer is required to provide Höcker's fitters with sufficient and appropriate instructions on occupational health and safety at work. In particular, the customer is required to inform the fitters about the accident prevention regulations that are essential for the customer's plant and to provide the fitters with the necessary safety equipment and protective clothing. The customer shall correctly document any risks that may be associated with the work and related protection measures. If the customer is unable to provide individual services and/or to meet obligations within a set time period despite being requested to do so, then such services may – where possible – be provided by Höcker and the costs incurred shall be charged to the customer. In the event of assembly abroad in accordance with instructions, all entry permits, work permits and any other necessary permits shall be obtained by the customer at his expense.
- (3) All additional small parts required for assembly that are not explicitly listed and that are necessary for initial operation due to exceptional, unforeseeable local conditions or on special request as a result of conditions imposed by the local supervisory authority shall be invoiced separately with verification.
- (4) Assembly stoppages due to missing connections, building work, power cuts, etc. for which Höcker is not responsible shall be borne by the customer.
- (5) Services provided by Höcker are subject to a fee. External costs are not included in Höcker's fee. Unless otherwise agreed, fees are governed by Höcker's applicable list of prices and conditions or by Höcker's corporate rates plus any packaging and shipping costs and the statutory value-added tax applicable in each case. Fees are also payable for time spent travelling. Unless otherwise agreed, travel costs, expenses, additional costs, etc. are payable in addition, based on Höcker's customary rates. Any agreed fixed rates for assembly exclude work on Sundays and public holidays. In addition, fixed rates for assembly shall only apply if all preparatory work has been completed by the customer. Additional work that is not part of the normal scope of delivery shall be charged on a time and material basis. Waiting times during the fitters' presence or additional journeys undertaken by the fitters for commissioning machinery for which the customer is responsible shall be borne by him.
- (6) Höcker is entitled to employ subcontractors to fulfil its performance obligations.
- (7) Höcker shall be liable for assembly services in accordance with Sections (5), (6), (7) and (8) of these General Terms and Conditions.

Section 11 Final Provisions

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