General Terms and Conditions of Sale and Delivery (GTC)

for the sale of products and the provision of services in business-to-business (B2B) transactions

Version: August 2026

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1) Scope

1.1 These General Terms and Conditions of Sale and Delivery (“GTC”) apply to all business relationships with our customers (the “Buyer”), in particular to contracts for the supply of products and the provision of services. The GTC apply only if the Buyer is an entrepreneur (sec. 14 German Civil Code – BGB), a legal entity under public law or a special fund under public law within the meaning of sec. 310 para. 1 BGB. We do not sell to consumers.

1.2 Our GTC apply exclusively. Divergent, conflicting or supplementary terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their application in text form. This requirement of consent also applies if the Buyer refers to its terms and conditions in the purchase order and we do not expressly object.

1.3 These GTC apply to contracts for the sale and/or delivery of movable items (“Goods”), digital content (e.g. software), services as well as combinations thereof. It is irrelevant whether we manufacture the Goods ourselves or purchase them from suppliers (secs. 433, 650 BGB). Unless otherwise agreed, these GTC in the version valid at the time of the Buyer’s order or in the most recently communicated text form shall also apply as a framework agreement to similar future contracts without our having to refer to them again in each individual case.

1.4 Individually negotiated agreements with the Buyer in a specific case (including side agreements, supplements and amendments) and the statements in our order confirmation shall take precedence over these GTC. Subject to proof to the contrary, a written contract or our confirmation in text form shall be decisive for the content of such agreements.

1.5 Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. notices of defects, setting of deadlines, rescission or reduction) must be made in text form (e.g. letter, e-mail). Mandatory statutory form requirements and further evidence (if doubts exist as to the declarant’s authority) remain unaffected.

1.6 Any references to the applicability of statutory provisions are for clarification purposes only. Statutory provisions apply even without such clarification insofar as they are not modified or excluded by these GTC.

2) Offer and Conclusion of Contract

2.1 Our offers are non-binding and subject to change. This also applies if we provide the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) and other product, service or software descriptions or documents (including in electronic form). We reserve title and copyrights to all documents and digital content provided to the Buyer in connection with the order. Such documents and content may not be made available to third parties unless we have given the Buyer our prior express consent in text form.

2.2 The Buyer’s order of Goods, a service or a digital product (e.g. software) constitutes a non-binding offer to enter into a contract within the meaning of sec. 145 BGB. Unless the order indicates otherwise, we are entitled to accept this offer within two weeks after receipt.

2.3 Acceptance of the Buyer’s offer may be declared in text form (e.g. by order confirmation) or by dispatch of the Goods, by provision of a digital product (e.g. by download or access credentials), or by commencement of the service. If we do not accept the offer within the period set out in para. 2, any documents transmitted to the Buyer shall be returned to us without undue delay.

3) Prices and Payment Terms

3.1 Unless otherwise agreed in text form in a specific case, our prices current at the time of contract conclusion apply. For deliveries of Goods, prices are ex works/warehouse and exclusive of statutory VAT. Packaging costs are charged separately. For services or digital products, the prices apply per agreed unit or agreed scope as per offer or order confirmation. If no fixed price has been agreed, we reserve the right to make reasonable price adjustments for deliveries and services taking place four months or more after conclusion of the contract, due to changes in labour, material or distribution costs.

3.2 In the case of shipment of physical Goods (sale by dispatch), the Buyer shall bear the transport costs ex warehouse as well as the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. No transport costs are incurred for digital products or services.

3.3 Payment of the purchase price shall be made exclusively to the account specified in the invoice. Cash discounts are permitted only if expressly agreed in text form.

3.4 Unless otherwise agreed, the purchase price is due for payment within 7 days of the invoice date and delivery/provision of the Goods, service or digital product. However, we are entitled – also in the context of an ongoing business relationship – to carry out a delivery or service in whole or in part only against advance payment. We shall declare such a reservation no later than with the order confirmation.

3.5 The Buyer is in default if the 7-day payment period pursuant to sec. 3.4 expires without payment. During default, the purchase price shall bear interest at the statutory default interest rate pursuant to sec. 288 para. 2 BGB, i.e. nine percentage points above the applicable base interest rate. We reserve the right to assert further default damages. Our claim to commercial maturity interest under sec. 353 German Commercial Code (HGB) remains unaffected as against merchants.

3.6 If, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardised by the Buyer’s lack of performance ability (e.g. due to the filing of an insolvency petition), we are entitled under the statutory provisions to refuse performance and – after setting a deadline, where required – to rescind the contract (sec. 321 BGB). In contracts for the manufacture or provision of a non-fungible performance (e.g. bespoke items or customised services), we are entitled to rescind immediately. Statutory provisions on the dispensability of setting a deadline remain unaffected.

3.7 If pricing is based on a foreign currency (e.g. USD or CAD) and the exchange rate fluctuates by more than 5% between contract conclusion and invoicing (based on the ECB reference rate at the time of contract conclusion), the price shall be adjusted in proportion to the deviation. The adjustment operates in favour of both parties, upwards and downwards alike. The party invoking the adjustment bears the burden of proof.

3.8 If material preliminary services, components or modules of our products are procured in foreign currency (e.g. USD or CAD) and the exchange rate against the Euro changes by more than 5% compared to the level at contract conclusion, the agreed price shall be adjusted in proportion to the deviation. The adjustment operates in favour of both parties, upwards and downwards alike. It applies only to Goods not yet delivered, is limited to the foreign-currency share and will be disclosed transparently.

4) Rights of Retention and Set-Off

4.1 The Buyer may set off only counterclaims that are undisputed, have been legally established or have been acknowledged by us.

4.2 The Buyer may exercise a right of retention only where its counterclaim arises from the same contractual relationship.

4.3 The Buyer's counter-rights in the event of defects, in particular the right to retain part of the purchase price pursuant to sec. 9.6 of these GTC, remain unaffected.

5) Delivery Period and Delay in Delivery

5.1 The delivery or performance period shall be individually agreed or stated by us upon acceptance of the order.

5.2 If we are unable to meet binding delivery or performance periods for reasons beyond our control, we shall inform the Buyer without undue delay and at the same time indicate the expected new delivery or performance period. If performance is still not available within the new period, we are entitled to rescind the contract in whole or in part; any consideration already provided by the Buyer will be refunded without undue delay. Non-availability in this sense shall be deemed to exist in particular in the event of failure of timely self-supply by our suppliers where we have concluded a congruent hedging transaction, or where we are not obliged to procure in the individual case. Sec. 12 applies to events of force majeure. The above applies mutatis mutandis to delays in the provision of software, digital services or other services.

5.3 Whether a delay in delivery on our part exists is determined in accordance with statutory provisions. A prerequisite for our default in delivery is a reminder by the Buyer. In the event of delay, the Buyer may claim liquidated damages for delay in the amount of 0.5% of the net price (delivery or performance value) for each completed calendar week of delay, but not more than 5% of the value of the delayed delivery or service. We reserve the right to prove that the Buyer has suffered no damage or only significantly less damage than the aforementioned lump sum.

5.4 The Buyer's further rights under sec. 11 of these GTC and our statutory rights, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

6) Delivery, Transfer of Risk, Acceptance, Default of Acceptance

6.1 Delivery is ex warehouse. The warehouse is also the place of performance for delivery and any subsequent performance. If the Buyer requests shipment to another destination (sale by dispatch), the Buyer shall bear the costs of shipment. If no agreement is made, we may determine the type of shipment (packaging, shipping route, carrier) ourselves. For services or digital performance (e.g. provision of software), the place of performance is the place where the performance is contractually provided or made available, unless otherwise agreed.

6.2 The risk of accidental loss and accidental deterioration shall pass to the Buyer upon handover of the Goods to the Buyer. In the case of sale by dispatch, the risk of accidental loss, accidental deterioration and the risk of delay shall pass already upon delivery of the Goods to the carrier. If acceptance of the Goods or performance has been contractually agreed, acceptance shall be decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services remain unaffected. Handover or acceptance shall be deemed equivalent if the Buyer is in default of acceptance.

6.3 If the Buyer is in default of acceptance or if our delivery is delayed for other reasons for which the Buyer is responsible, we are entitled to compensation for the damage incurred, including additional expenses (e.g. storage costs). In such case, we shall charge a lump-sum compensation of 0.5% of the net order value per calendar week of delay, commencing with the delivery period or – if no delivery period is specified – with the notice of readiness for dispatch, but not exceeding a total of 5% of the net order value. The Buyer may prove that we incurred no damage at all or only significantly less damage than the above lump sum.

6.4 Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, rescission or termination) remain unaffected. The lump-sum compensation pursuant to sec. 6.3 shall be credited against further monetary claims.

7) Retention of Title

7.1 We retain title to the delivered Goods until full payment of all our present and future claims arising from the purchase contract and from the ongoing business relationship (secured claims).

7.2 Prior to full payment of the secured claims, the Goods subject to retention of title may neither be pledged to third parties nor assigned as security. The Buyer must notify us in text form without undue delay if an application for insolvency proceedings is filed or if third parties (e.g. attachments) seize Goods belonging to us. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to sec. 771 German Code of Civil Procedure (ZPO), the Buyer shall be liable to us for the loss incurred.

7.3 In the event of conduct by the Buyer in breach of contract, in particular non-payment of the due purchase price, we are entitled under statutory provisions to rescind the contract and/or to demand surrender of the Goods on the basis of retention of title. The demand for surrender does not at the same time constitute a declaration of rescission; rather, we are entitled merely to demand the Goods and to reserve rescission. If the Buyer fails to pay the due purchase price, we must have set the Buyer a reasonable deadline for payment without success before asserting these rights, unless setting such deadline is dispensable under statutory provisions.

7.4 Until revoked pursuant to sec. 7.4(c), the Buyer is authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In that case, the following provisions shall apply in addition:

(a) Combining, mixing, processing. Products resulting from combining, mixing or processing our Goods shall be subject to retention of title at their full value, and we shall be deemed the manufacturer. If, in the case of combining, mixing or processing with Goods of third parties, their ownership rights persist, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed or processed Goods. In all other respects, the same applies to the resulting product as to the Goods supplied under retention of title. The Buyer also assigns to us for security any claims arising against a third party from combining the Goods subject to retention of title with real property; we hereby accept such assignment.

(b) Assignment of resale claims. The Buyer hereby assigns to us, by way of security, its claims against third parties arising from the resale of the Goods or the product in the amount of the final invoice amount agreed with us (including VAT), in total or in the amount of our co-ownership share pursuant to sec. 7.4(a). We accept the assignment. The obligations of the Buyer set out in sec. 7.2 also apply with regard to the assigned claims.

(c) Collection. The Buyer remains authorised, alongside us, to collect the claims. As long as the Buyer fulfils its payment obligations to us, no deficiency in its performance ability exists and we do not assert retention of title by exercising a right under sec. 7.3, we undertake not to collect the claims. If we assert a right under sec. 7.3, we may require the Buyer to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to notify the debtors (third parties) of the assignment. We are also entitled to revoke the Buyer’s authorisation to resell and to process the Goods subject to retention of title.

(d) Release of securities. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities at the Buyer’s request at our discretion.

7.5 As long as title has not yet passed to the Buyer, the Buyer is obliged to handle the Goods with care. In particular, the Buyer must insure them at its own expense against theft, fire and water damage at replacement value. This obligation applies in particular to high-value technical equipment. If maintenance and inspection work must be carried out, the Buyer shall perform such work in good time and at its own expense.

7.6 Where the law of the state in which the Goods are located does not permit retention of title in the form agreed above, or permits it only subject to additional requirements, the Buyer shall cooperate in establishing an equivalent security interest in our favour and shall take all measures necessary for its creation and preservation without undue delay.

8) Rights of Use in Software

8.1 Definitions

(a) “Software” means software supplied by us, whether embedded in a device (“Firmware”) or delivered separately.

(b) “Feature” means a separately licensable function of the Software.

(c) “Viewer Software” means software which serves solely to display and export results already recorded.

8.2 Grant. The Software is licensed, not sold. Subject to full payment of the agreed remuneration, we grant the Buyer a non-exclusive right to use the licensed Features for the contractually agreed purpose. All rights not expressly granted remain with us or our licensors.

8.3 Firmware. The remuneration for a device includes the right to use the Firmware installed on it. This right is non-exclusive and unlimited in time and is granted for use on the device on which the Firmware is delivered.

8.4 Licence scope. Unless otherwise agreed, licences are granted without limitation in time for the Features specified in the order confirmation and for use with the device specified there. The licence is fixed to the scope of those Features at the time of purchase; subsequent extensions are not included. Further licence models may be agreed individually; supplementary terms shall apply to such models.

8.5 Updates and security

(a) We supply updates that extend or modify the functionality of the Software only where this has been expressly agreed.

(b) Irrespective of this, we shall provide security updates for the Software for the support period we have specified for the product, including the handling and remedy of vulnerabilities. Our statutory obligations, in particular under Regulation (EU) 2024/2847, remain unaffected and cannot be excluded by agreement.

8.6 Viewer Software. The Viewer Software may be installed and used on any number of computers of the Buyer without further licence and without limitation in time, for the purpose of displaying and exporting results already recorded. Results already recorded remain with the Buyer irrespective of the licence model agreed.

8.7 Transfer. The right to use the Firmware and the Features licensed without limitation in time passes to the acquirer upon transfer of the device concerned, provided the Buyer ceases all use, deletes any copies retained and imposes the obligations under this section on the acquirer. The Buyer shall notify us of the transfer in text form.

8.8 Restrictions. The Buyer shall not sublicense, rent or lend the Software independently of the device, nor remove or alter copyright notices or licence keys. The Buyer’s statutory rights under secs. 69d and 69e of the German Copyright Act — in particular to correct errors, to make a back-up copy and to decompile the software for the purpose of achieving interoperability — remain unaffected.

8.9 Open source components. The Software contains open source components which are licensed under their own terms. Those terms take precedence over this section to the extent they conflict with it. The applicable licence texts are included in the Software (About > Licences). We shall provide the Buyer, on request, with a list of the components used and their version numbers.

9) Buyer's Claims for Defects

9.1 The Buyer’s rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly, installation or defective instructions) shall be governed by statutory provisions unless otherwise provided below. The Buyer’s rights under separately issued guarantees – in particular those of the manufacturer or service provider – remain unaffected.

9.2 Agreements concluded with the Buyer regarding the quality or intended use of the delivered Goods or provided services (including accessories and instructions) form the basis for any claims for defects. In particular, all product or service descriptions that are part of the individual contract or that were made publicly available by us – in catalogues, technical documents or on our website – at the time of contract conclusion are deemed quality agreements. If no specific quality has been agreed, freedom from defects shall be determined in accordance with statutory provisions, in particular sec. 434 para. 3 BGB.

9.3 For Goods with digital elements or other digital content – in particular software – we are obliged to provide and update such content only to the extent expressly resulting from a quality agreement pursuant to sec. 9.2, from sec. 8.5 or as required by law. We assume no liability for public statements by the manufacturer or third parties unless they have expressly become part of the contract.

9.4 We are not liable for defects that the Buyer knows at the time of contract conclusion or that it does not know due to gross negligence (sec. 442 BGB).

9.5 The Buyer’s claims for defects exist only if the Buyer has complied with its statutory duties to examine the Goods and to notify defects (secs. 377, 381 HGB). If the Goods are intended for installation or further processing, an inspection must be carried out immediately prior to processing. Notice must be given to us in text form without undue delay if a defect becomes apparent during delivery, inspection or at a later time. Obvious defects must be notified within 5 business days of delivery and concealed defects within the same period after discovery. If the Buyer fails to duly perform its duty to examine and/or notify defects, our liability for the defect not, not timely or not duly notified is excluded under statutory provisions. If the Goods were intended for installation, attachment or assembly, this also applies if the defect only became apparent after the corresponding processing due to non-compliance with the aforementioned duties.

9.6 If the delivered Goods are defective, we, as the seller, have the right to choose whether to remedy the defect (repair) or to deliver Goods free of defects (replacement). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may refuse it. We reserve the right to refuse subsequent performance under statutory requirements. We may also make subsequent performance conditional upon the Buyer paying the due purchase price. The Buyer remains entitled to retain a reasonable portion of the purchase price in proportion to the defect.

9.7 The Buyer must allow us the necessary time and opportunity for subsequent performance. In particular, the Buyer must hand over the item for which it has asserted a defect for inspection. If we deliver a replacement, the Buyer must return the defective Goods in accordance with statutory provisions. However, the Buyer has no independent right to demand return.

9.8 Unless we are contractually obliged to do so, subsequent performance does not include the removal, detachment or de-installation of the defective item nor the installation, attachment or installation of a defect-free item. The Buyer’s statutory claims for reimbursement of removal and installation costs pursuant to sec. 439 para. 3 BGB remain unaffected.

9.9 We shall reimburse the expenses necessary for inspection and subsequent performance (transport, labour and material costs and, where applicable, removal and installation costs) in accordance with statutory provisions and these GTC if a defect is present. However, we may demand reimbursement of costs incurred due to an unjustified request to remedy a defect if the Buyer knew or could have recognised that no defect actually existed.

9.10 The Buyer is entitled to remedy the defect itself and to demand reimbursement of the objectively necessary expenses if there is an urgent case (e.g. risk to operational safety or to prevent disproportionate damage). The Buyer must inform us without undue delay in the event of self-remedy. If we would be entitled to refuse subsequent performance under statutory provisions, the Buyer has no right to self-remedy.

9.11 The Buyer may rescind the purchase contract or reduce the purchase price in accordance with statutory provisions if a deadline to be set by the Buyer for subsequent performance has expired without success or is dispensable under statutory provisions. In the case of an insignificant defect, however, the Buyer has no right of rescission.

9.12 The Buyer’s claims for reimbursement of expenses pursuant to sec. 445a para. 1 BGB are excluded unless the last contract in the supply chain is a consumer sale (secs. 478, 474 BGB) or a consumer contract for the provision of digital products (sec. 445c sentence 2, sec. 327 para. 5, sec. 327u BGB).

9.13 Claims for damages or reimbursement of futile expenses by the Buyer (sec. 284 BGB) shall exist, even in the case of a defect, only in accordance with secs. 10 and 11 of these GTC.

10) Limitation Period

10.1 The general limitation period for the Buyer’s claims based on material and legal defects shall, contrary to sec. 438 para. 1 no. 3 BGB, be one year from delivery. If acceptance is agreed, the limitation period begins with acceptance. This shortened period does not apply where we have fraudulently concealed a defect or assumed a guarantee for the quality of the Goods.

10.2 Statutory special provisions on limitation – in particular sec. 438 para. 1 nos. 1 and 2 and para. 3, secs. 444, 445b BGB – remain unaffected.

10.3 The above limitation periods under sales law also apply to the Buyer’s contractual and non-contractual claims for damages based on a defect in the Goods, unless application of the regular statutory limitation (secs. 195, 199 BGB) would lead to a shorter limitation period in the individual case. The Buyer’s claims for damages pursuant to sec. 11 paras. 1 and 2 as well as under the Product Liability Act shall be subject exclusively to the statutory limitation periods.

11) Other Liability

11.1 Unless otherwise provided in these GTC, including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

11.2 We shall be liable for damages – on whatever legal grounds – within the scope of fault-based liability for intent and gross negligence. In the event of simple negligence, we shall be liable only:

(a) for damages resulting from injury to life, limb or health; and

(b) for damages resulting from the breach of an essential contractual obligation (an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely); in such cases, our liability is limited to compensation for the foreseeable, typically occurring damage.

11.3 The limitations of liability under sec. 11.2 also apply to third parties and to breaches of duty by persons whose fault we are responsible for under statutory provisions. They do not apply insofar as we have fraudulently concealed a defect or assumed a guarantee for the quality of the Goods and for claims under the Product Liability Act.

11.4 The Buyer may rescind or terminate the contract due to a breach of duty not consisting of a defect only if we are responsible for the breach. Where the Buyer terminates a contract for work and services without cause pursuant to sec. 648 BGB, we shall be entitled to the agreed remuneration less the expenses saved as a result of the termination. It is presumed that we are entitled to 5% of the remuneration attributable to the part of the work not yet performed; each party remains entitled to prove that the expenses saved were higher or lower. Otherwise, statutory requirements and legal consequences apply.

12) Force Majeure

12.1 Neither party shall be liable for a failure to perform its contractual obligations where and for as long as such failure is caused by an event of force majeure. Force majeure means an event beyond the reasonable control of the party concerned which could not have been foreseen or averted with reasonable care, in particular natural disasters, fire, epidemics and pandemics, war, terrorism, industrial disputes not affecting the party’s own workforce, governmental measures, embargoes, shortages of energy or raw materials, transport bottlenecks and cyberattacks.

12.2 The party affected shall notify the other party without undue delay of the occurrence and the expected duration of the event and shall use reasonable efforts to mitigate its effects. Delivery and performance periods shall be extended by the duration of the disruption plus a reasonable restart period.

12.3 If the disruption continues for more than four months, either party may rescind the contract with regard to the part not yet performed. Any consideration already provided shall be refunded without undue delay. Further claims are excluded.

13) Data Protection

13.1 Personal data recorded using our products remains under the sole control of the Buyer. We do not access such data in the ordinary course of the contractual relationship.

13.2 Where the provision of support or maintenance services requires access to personal data processed by the Buyer — in particular in the case of remote maintenance or the transmission of log or diagnostic files — the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR prior to such access. Our standard data processing agreement is available on request.

13.3 Where the Buyer is subject to a professional duty of confidentiality (sec. 203 German Criminal Code), the parties shall additionally conclude the obligation to secrecy required under sec. 203 (4) German Criminal Code.

13.4 We process personal data for our own purposes only to the extent described in our privacy policy at zenstrack.com, in particular in connection with licence verification and the determination of units of use pursuant to sec. 8.6.

14) Confidentiality

14.1 The parties shall keep confidential all information of the other party designated as confidential or which, by its nature or the circumstances of its disclosure, is evidently confidential, and shall use it solely for the purposes of the contract. This applies in particular to technical documentation, drawings, source code, calculations, prices and business relationships.

14.2 This obligation does not apply to information which is or becomes publicly known without breach of this section, which was already lawfully known to the receiving party, which was lawfully obtained from a third party, or which was independently developed. Disclosure required by law, by a court or by an authority remains permissible; the other party shall be informed in advance where legally possible.

14.3 The obligation continues for three years after the end of the contractual relationship.

15) Export Control and Sanctions

15.1 The delivery of Goods, software and services is subject to the condition that no obstacles arising from national or international export control law, or from embargoes or other sanctions, prevent performance.

15.2 The Buyer shall comply with all applicable export control and sanctions provisions. The Buyer shall not make the Goods or software available, directly or indirectly, to any person, entity or country subject to sanctions, nor use them for any prohibited purpose, in particular in connection with weapons of mass destruction or military end use.

15.3 The Buyer shall provide us on request with the information required for export control purposes, in particular concerning the end use and the end user.

15.4 Where authorisations required for export or performance are not granted, or where performance would breach export control or sanctions provisions, we shall be entitled to rescind the contract with regard to the part affected. Claims of the Buyer arising from such rescission are excluded to the extent permitted by law.

16) Final Provisions

16.1 Language. These GTC are drawn up in English. Where we also make available a version in another language, the English version shall prevail.

16.2 Choice of law. These GTC and all legal relationships between us as seller and the Buyer shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

16.3 Venue. If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the courts having jurisdiction for our registered office, currently 72800 Eningen unter Achalm, Germany. However, we are also entitled to bring action at the Buyer’s general place of jurisdiction.

16.4 Mandatory statutory provisions, in particular on exclusive jurisdictions, remain unaffected.

16.5 Severability. Should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.