

STANDARD SALES TERMS OF SIGHTMODE LTD

(Version: 7 May 2017)

§ 1 General

- (1) The terms set out below form part of the Contract concluded with us. They apply only when the Buyer is an entrepreneur, a legal person under public law or a special fund under public-law. By submitting the purchase order, the Contractual Partner acknowledges the Standard Sales Terms.
- (2) The Standard Sales Terms apply in particular for contracts on the sale and/or delivery of movable things ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from third party suppliers. Unless agreed otherwise, the Standard Sales Terms in the version valid at time the order is placed, or in any case in the text form most recently provided to the Contractual Partner, is also to be considered a framework agreement for similar contracts in the future, without requiring that we draw attention to them in each individual case.
- (3) Our Standard Sales Terms apply to the exclusion of others. Deviating, conflicting or supplementary standard business terms of the Contractual Partner constitute part of the Contract only insofar as we have explicitly consented to their application. This requirement of consent applies in all cases, even, for instance, in a case in which we effect the delivery to the Contractual Partner without reservation and with full knowledge of the its/him/her standard business terms.
- (4) Agreements entered into with the Contractual Partner in an individual case (including subsidiary agreements, supplements and modifications) take precedence over these General Sales Terms in all cases. Subject to proof to the contrary, a written contract or our written confirmation is decisive in determining the content of agreements of this kind.
- (5) The Contractual Partner shall submit all legally relevant declarations and notices relating to the Contract (e.g. setting of time limits, notice of defects, revocation or reduction) in writing, i.e. in written or text form (e.g. letter, e-mail or fax). This has no effect on statutory provisions concerning form and other proofs, including but not limited to doubts as to the legitimacy of the person who makes a declaration.
- (6) References to the applicability of statutory provisions have clarifying significance only. Hence, the statutory provisions apply even where no such clarification is provided save insofar as they are directly modified or explicitly excluded in these General Sales Terms.
- (7) Only with our express consent is the Buyer entitled to assign claims arising from legal transactions concluded with us.

§ 2 Conclusion of contract, offers, purchase orders, order confirmation, ancillary agreements, cost estimates, particulars, power of agency

- (1) Our offers are always subject to change and non-binding – particularly with respect to quantity, price and delivery time. This also applies when we have furnished catalogues, technical documentation, other product descriptions or materials – including in electronic form – to the customer. We reserve rights of ownership and copyrights to the aforementioned articles.
- (2) Placement of a purchase order for goods by the Buyer is considered as a binding offer of contract. Unless the purchase order indicates otherwise, we are entitled to accept this offer of contract for a period of 14 days after receiving it.
- (3) Acceptance can be declared to the Buyer either electronically or in writing (e.g. through an order confirmation) or through delivery of the goods.

§ 3 Protection obligations

- (1) The results of work arising from the contractual relationship are at the Contractual Partner's disposal, with the exception of results of work that are capable of being protected.

- (2) All rights to drawings, designs and plans prepared by us, including but not limited to patent rights, copyrights and inventor's rights, accrue exclusively to us.
- (3) If copyrights and/or industrial property rights arise through the development and execution of an order, then these rights are not transferred with the sale of the good subject to delivery. Exclusivity with respect to design is not granted. This applies even in cases where the Contractual Partner bears a share of the costs for development. Unless expressly agreed otherwise in the individual case, we are entitled particularly to exploit these copyrights and/or industrial property rights for third party orders as well as in other ways.
- (4) All property rights and copyrights to information originating from the Contractual Partner – including information in electronic form – remain with the Contractual Partner.
- (5) Unless agreed otherwise, we are entitled to place the symbol of our firm or an identification number on the goods subject to delivery such that it can be seen.
- (6) The Contractual Partner shall pay compensation for design patterns, sketches, designs and other materials that are explicitly ordered by the Contractual Partner even in the case that the main order, for which the patterns, sketches and designs or other materials were prepared, is not issued. Design patterns, sketches, designs and other materials sent as samples must be sent back to us without undue delay upon our request.
- (7) It is incumbent upon the Contractual Partner to investigate whether the materials provided violate third party rights, including but not limited to copyrights, industrial property rights (patents, registered designs, trademarks). If action is taken against us by a third party due to the use, exploitation or reproduction of materials and/or models provided by the Contractual Partner on the basis of infringement of copyrights and/or industrial property rights or of the violation of unfair competition legislation, then the Contractual Partner must assist us in our defence against the respective rights infringement or violation and compensate us for any and all damages arising to us from them, including lawyer's and trial fees.

§ 4 Pricing policy, weights, price changes, supplements

- (1) Unless agreed otherwise in the individual case, our prices as in effect when the Contract is concluded apply and do so ex works, plus any statutory turnover tax.
- (2) If additional or increased charges – including but not limited to customs duties, levy and exchange equalisation – arise between the times of conclusion of the Contract and delivery due to modified rules of law, then we are entitled to increase the purchase price accordingly. The same applies for inspection fees.
- (3) The weight ascertained at the time of loading is decisive for the calculation of our purchase price.

§ 5 Quantity, quality, labelling

- (1) We are always entitled to deliver up to five percent more or less than agreed.
- (2) The quality of the goods reflects the normal practise in the trade unless an arrangement to the contrary has been agreed or confirmed by us.
- (3) The goods are not considered to be packed and labelled for the end consumer.

§ 6 Delivery period, delay in delivery, partial deliveries, call-off agreements

- (1) Delivery periods are individually agreed or indicated upon acceptance of the purchase order.

- (2) To the extent that we are unable to meet binding delivery periods for reasons for which we are not responsible (unavailability of performance), we shall notify the Contractual Partner of this without undue delay, indicating the new expected delivery period. If performance is not available within the new period for delivery either, then we will be entitled to withdraw from the Contract entirely or in part. In particular, lack of on-time delivery by our suppliers in connection with congruent covering transactions is considered to be a case of unavailability of performance within the meaning here.
- (3) Entry into default on delivery is determined in accordance with the statutory provisions. However, a warning notice from the Contractual Partner is required in all cases. If we come into default on delivery, then the Contractual Partner can demand lump-sum compensation for damages caused by default. The lump sum for damages amounts to 0.25% of the net price (declared value of the goods) for each completed calendar week of default up to a maximum of 5% of the declared value of the goods subject to late delivery. We are entitled to show that damage to the Contractual Partner either has not occurred or is substantially less than the lump sum specified above.

§ 7 Shipment, delivery, transport, passing of risk, acceptance, default of acceptance, export rules

- (1) Delivery takes place ex warehouse, which is also the place of performance with respect to delivery and to cure, if any. At the request and expense of the Contractual Partner, the goods can be shipped to another destination (sales shipment). Unless another agreement is made, we are entitled to determine the manner of transport (including but not limited to the transport company, dispatch route, packing) ourselves. If the Contractual Partner provides the means of transport, then it/he/she is to be responsible for making said transport means available at the proper time. Any possible delays are to be reported to us in good time. The Contractual Partner shall bear expenses arising from this.
- (2) The risk of accidental loss and accidental deterioration of the good passes no later than at the time of transfer to the Contractual Partner. However, in the case of a sales shipment, the risk of accidental loss and accidental deterioration of the goods and also the risk of delay passes as soon as the goods have been handed over to the forwarder, carrier or other person or body designated to carry out the transport. Provided that a procedure of acceptance (*Abnahme*) has been agreed, this acceptance (*Abnahme*) is decisive in determining the passing of risk. In other respects as well, the statutory provisions of the law governing contracts for work and services apply analogously with respect to an acceptance that has been agreed. The Contractual Partner's being in default of accepting receipt (*Annahme*) is equivalent to transfer or acceptance.
- (3) In the case of sales shipments, the purchaser bears the costs for shipping ex warehouse and the costs for shipping insurance desired by the Contractual Partner, if any. Unless we invoice actually incurred shipping costs in individual cases, a lump sum for shipping costs (excluding shipping insurance) in the amount customary in trade will be deemed to have been agreed. The Contractual Partner bears any customs duties, fees, taxes and other public charges.
- (4) If the Contractual Partner is in default of acceptance or fails to perform an act of collaboration or if our delivery is delayed for other reasons for which the Contractual Partner is responsible, then we are entitled to demand compensation for damages arising from this, including additional expenditure (e.g. costs of storage). We charge a lump-sum compensation per calendar day in an amount customary in trade, from the time limit for delivery or – in the absence of a time limit for delivery – from notice that the goods are ready to ship. This has no effect on proof of greater damage or our statutory claims (including but not limited to reimbursement of additional expenditure, reasonable compensation, termination). The Contractual Partner is entitled to show that damage to us either has not occurred or is substantially less than the lump sum specified above.
- (5) We are entitled to effect reasonable partial deliveries.
- (6) Our undertaking to effect delivery is always with the reservation that we take receipt of goods from our own suppliers in a timely and proper manner.
- (7) Specified delivery and unloading times are always non-binding unless expressly agreed otherwise in writing.
- (8) For the duration of their effects and to the extent of those effects, impediments to delivery due to force majeure or due to unforeseen events for which we are not responsible, including e.g. interruptions of operations, strikes, lockouts, official directives, subsequent loss of export or import options as well as our reservation concerning the receipt of goods from our suppliers under subsection 6 above, release us from the obligation to comply with delivery and off-loading times agreed, if

any. They also entitle us to withdraw from the Contract without resulting in an entitlement on the part of the Contractual Partner to damages or other claims.

- (9) If an agreed delivery or unloading period is exceeded and no impediment to delivery within the meaning of subsection 8 above exists, then the Contractual Partner must grant us a reasonable additional period of at least two weeks. If we exceed the extended time limit, the Contractual Partner is entitled to withdraw from the Contract, but is not entitled to assert claims for damages due to non-performance or default unless we have acted with specific intent or gross negligence.

§ 8 Collaboration by the Customer, order change requests, effects on price and time of performance

- (1) The Contractual Partner's individual acts of collaboration within the framework of performance are stated in the specification of performance.
- (2) The Contractual Partner performs its/his/her acts of collaboration free of charge. The Contractual Partner can perform the agreed acts of collaboration or use a third party to do so.
- (3) If the Contractual Partner fails to effect its/his/her acts of collaboration or fails to do so on schedule, then the Contractual Partner will grant us a reasonable extension of the time-limits. The extension will be based on the duration of the omission of collaboration as agreed. We must inform the Contractual Partner which specific acts of collaboration have not been performed or not been performed as agreed, indicating a possible change in the time limits.
- (4) We can demand compensation for additional expenditure incurred as a result of the non-performance or inadequate performance of acts of collaboration, on the basis of our currently valid compensation rates.
- (5) If the non-performance of acts of collaboration renders it substantially more difficult for us to carry out our acts of performance, we are further entitled to set an additional period of reasonable duration for performance as agreed of the collaboration in question. If this additional period of time elapses to no avail, then we are entitled to terminate the relevant contract for cause.
- (6) If the Contractual Partner desires to make changes to an agreed service or to add additional services, then it/he/she is to notify us of this in writing if possible. We will review the change request and put forth an offer for implementing the change request within a reasonable period. This offer describes the effects of the desired change on agreed time limits, the agreed acts of performance and the compensation. The Contractual Partner can declare its/his/her acceptance of the change offer by confirming the offer within a period of three working days. If the offer is not accepted, then we will continue to carry out agreed services as though the change request had never been formulated. If the Contractual Partner accepts the change offer, then the change offer and the Contractual Partner's declaration of acceptance will form a binding change agreement.

§ 9 Obligations to inspect and give notice of defects, objections

- (1) The Contractual Partner has a duty to perform the following acts without undue delay upon delivery of goods at the agreed destination or, in the case of collection by the Contractual Partner, upon their transfer:
- (a) examine the goods with respect to number of pieces, weights and packaging and note of any objections in this respect down on the delivery note or consignment note and/or acknowledgement of receipt and
- (b) perform a quality check at least on a spot-check, representative basis, to open the packaging (boxes, bags, foil, etc.) in a reasonable scope for this purpose and check the goods themselves with respect to their external condition and odour.
- (2) If giving notice of possible defects, the Contractual Partner must adhere to the following forms and time limits:
- (a) Notice of defect must occur by the end of the business day following the delivery of the goods at the agreed destination or following the transfer of said goods. In cases where notice of a concealed defect that initially

remained undetected despite the properly conducted initial inspection in accordance with subsection 1 above is given, a different rule governs time limits, under which the notice of defect is to occur by the end of the business day following detection but no later than within two weeks of delivery of the goods or transfer of the goods.

- (b) Notice of defect must reach us in writing, by telegraph, telex or fax with particulars within the time limits stated above. Notice of defect by telephone is not sufficient. Notices of defects given to commercial agents, brokers or agents are irrelevant.
 - (c) Notice of defects must clearly communicate the type and scope of the claimed defect.
 - (d) The Contractual Partner must keep goods to which an objection has been made available at the inspection site for inspection by us, by our suppliers or by experts commissioned by us.
- (3) Objections based on the number of pieces, weights and packaging are excluded if there is no note on the delivery note or consignment note and/or acknowledgement of receipt that is required in accordance with subsection 1(a). Furthermore, complaints of any kind are excluded if the Contractual Partner has already mixed, used, resold or begun to treat or process the delivered goods.
- (4) Goods to which no objection in the stipulated form is made within the stipulate period of time are deemed to have been approved and accepted.

§ 10 Contractual Partner's claims for defects, guarantees, warranty

- (1) The statutory provisions apply for the Contractual Partner's rights in connection with material and legal defects (including incorrect or short shipments, improper assembly and defective assembly instructions) to the extent that no provision to the contrary is set down in the following.
- (2) The basis for our liability for defects is first and foremost the agreement made on the nature of the goods. All product descriptions that are the subject matter of the individual Contract or that we have made public (including but not limited to in catalogues or on our Internet homepage) are considered agreement on the nature of the goods.
- (3) To the extent that the nature has not been agreed, the assessment as to whether a defect is present or not is to be carried out in accordance with the statutory provisions. However we do not accept liability for public statements of the manufacturer or other third parties (e.g. advertising statements).
- (4) The Contractual Partner's claim for defects are subject to the prerequisite that it/he/she complied with its/her/his statutory duties to inspect and give notice of defects. If a defect becomes apparent during delivery, inspection or at some later point in time, then this must be reported to us without undue delay in writing. If the Contractual Partner fails to properly inspect and/or give notice of a defect, then our liability for the defect for which notice was either not given or not given in a timely and proper manner in accordance with the statutory provisions is excluded.
- (5) If the thing delivered is defective, then we can first choose whether to effect a cure by remedying the defect (repair) or by delivering a non-defective thing (replacement). This has no effect on our right to refuse to effect a cure subject to the statutory prerequisites.
- (6) We are entitled to make the cure owed contingent upon payment of the purchase price due by the Contractual Partner. However, the Contractual Partner is entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.
- (7) The Contractual Partner must give us the time and opportunity necessary to effect the cure owed, including but not limited to handing over the goods to which an objection has been made for purposes of verification. In the case of replacement, the Contractual Partner is to return the defective article in accordance with the statutory provisions. The cure comprises neither the removal of the defective article from an assembly nor its replacement in the assembly unless we originally had a duty to assemble.
- (8) We must bear the expenditure required for the purposes of inspection and cure, including but not limited to costs for transport, travel, labour and material (not removal from and replacement in an assembly) if a defect in fact exists. If this is

not the case, we can demand compensation from the Contractual Partner for expenses (including but not limited to inspection and transport expenses) that arose from the unjustified demand for remedy of a defect.

- (9) In urgent cases, e.g. where there are risks to industrial safety or in order to avoid disproportionate damages, the Contractual Partner has the right to remedy the defect itself/himself/herself and demand compensation for such expenditure as is objectively necessary for this purpose. The Contractual Partner must notify us without undue delay, and in advance if possible, of this kind of self-remedy. There is no right to self-remedy in cases where we would have been entitled to refuse a cure in this respect under the statutory provisions.
- (10) If the cure has failed or a reasonable time limit set for the cure by the Contractual Partner has elapsed to no avail or can be dispensed with under the statutory provisions, then the Contractual Partner can withdraw from the sales contract or reduce the purchase price. There is no right of revocation in the case of an insignificant defect.
- (11) Even in the case of defects, claims on the part of the Contractual Partner for damages or compensation of futile expenditure exist only in accordance with these General Sales Terms and are excluded in other respects.

§ 11 Liability, limitation of liability

- (1) Unless indicated otherwise in these General Sales Terms, including the provisions set out in the following, we are liable in the event of infringement of contractual or non-contractual obligations in accordance with the statutory provisions.
- (2) We are liable for damages – irrespective of the legal grounds – within the scope of fault liability in cases of intent or gross negligence. In cases of simple negligence we are liable subject to a less stringent standard of liability in accordance with the statutory provisions (e.g. for the exercise of care in one's own affairs) only
 - (a) for damages from injury to life, body or health,
 - (b) for damages arising from the not insignificant infringement of an essential contractual obligation (an duty, the fulfilment of which is a necessary prerequisite for execution of the Contract and upon the fulfilment of which the Contractual Partner would, with good reason, ordinarily rely); however in this case our liability is limited to compensation of foreseeable, typically occurring damages.
- (3) The limitations of liabilities ensuing from subsection 2 apply even in the case of infringements of obligations through or for the benefit of persons for whose negligence we are responsible under the statutory provisions. They do not apply to the extent that we fraudulently concealed a defect or guaranteed the nature of the goods or to claims of the Buyer in accordance with the German Product Liability Act (Produkthaftungsgesetz)
- (4) The Contractual Partner can only revoke or terminate the Contract on the grounds of an infringement of an obligation that does not consist of a defect if we are responsible for the infringement of the obligation. An unrestricted right of termination (including but not limited to under §§ 651, 649 of the German Civil Code (Bürgerliches Gesetzbuch) is excluded. In other respects, the statutory prerequisites and legal consequences apply.

§ 12 Force majeure, impediments to performance for which neither contractual partner is responsible

- (1) Natural disasters, civil unrest, official measures and other unforeseeable and unavoidable events release us from performance obligations for the duration of the disturbance and within the scope of their effect on performance obligations.
- (2) We are entitled to withdraw from the Contract with respect to the part thereof not yet fulfilled in the event of a longer-term prevention of delivery, of the suspension of payments or of the opening of insolvency proceedings, of a refusal to open such proceedings due to insufficiency of assets or of the opening of comparable proceedings on our Contractual Partner.

§ 13 Payment terms, authority to collect, discount, settlement, deterioration of assets, delay in payment, set-off

- (1) The purchase price is always owed "net cash" and due and payable with no deduction within 8 days of invoicing. Within the framework of an ongoing business relationship, we are also entitled at any time to make delivery partially or entirely contingent upon the payment of a reasonable prepayment amount.
- (2) We accept bills of exchange or checks only on the basis of a specific agreement and always only as conditional payment. Discounting charges and bill charges shall be borne by the Contractual Partner and are due immediately.
- (3) The Contractual Partner enters into default upon expiry of time limits for payment. Interest is charged on the purchase price in accordance with the statutory default interest rate applicable in each case. We reserve the right to assert claims for further damages caused by default. This has no effect on our right to claim to commercial maturity interest on payments due from merchants.
- (4) The Contractual Partner is entitled to set-off, reduction or retention rights only to the extent that its/his/her claim has become res judicata or is uncontested. This has no effect on the adverse rights of the Contractual Partner in the case of defects in delivery.

§ 14 Retention of title

- (1) We retain ownership over all goods sold until payment has been effected in full on all present and future claims under the present sales contract or an ongoing business relationship (secured claims).
- (2) The Contractual Party has a duty not to pledge the goods subject to retention of title to third parties nor assign said goods by way of security until such time as payment has been effected in full on the secured claims. The Contractual Partner shall notify us without undue delay in writing if a request for the opening of insolvency proceedings is filed or if third parties gain access (e.g. seizures) to the goods belonging to us.
- (3) In the event of behaviour by the Contractual Partner that is contrary to the terms of the Contract, including but not limited to non-payment of the purchase price owed, we are entitled to revoke the Contract in accordance with the statutory provisions and/or demand return of the goods on the basis of the retention of title. Demanding return of the goods does not automatically constitute a declaration of revocation; rather, we are entitled simply to demand the return of the goods while reserving the right of revocation. If the Contractual Partner does not pay the purchase price due, then we can assert these rights only if we have previously set a reasonable time limit for the Contractual Partner to effect payment to no avail or if setting such time limit can be dispensed with under the statutory provisions.
- (4) Up to the time of a revocation of this authority in accordance with clause (c) below, the Contractual Partner has the authority to resell and/or process the goods subject to reservation of title in the ordinary course of business. In this case, the following provisions also apply.
 - (a) The retention of title extends to all products created through the processing, mixing or combination of our goods, at the full value of said products, in this event we are to be deemed the manufacturer. If third parties retain their titles to goods used in conjunction with the processing, mixing or combination, then we will acquire co-ownership corresponding to the invoice value of the processed, mixed or combined goods. In other respects that which applies for the goods delivered under retention of title applies in equal measure for the products created.
 - (b) The Contractual Partner hereby assigns by way of security to us the claims against third parties arising from the further sale of the goods or the product in their entirety or in the amount of our possible co-ownership share according to the foregoing paragraph. We accept the assignment. The obligations of the Contractual Partner defined in subsection 2 also apply in respect of the assigned claims.
 - (c) In addition to ourselves, the Contractual Partner continues to have the authority to collect the claims. We undertake to refrain from collecting the claim if the Contractual Partner fulfils its/his/her financial obligations towards us, there is no deficiency in its/his/her performance capability and we do not avail ourselves of retention of title under subsection 3. If this is the case though, we can demand that the Contractual Partner notify us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant

records and inform the debtors (third parties) of the assignment. In addition to that, we are entitled in this case to revoke the authorisation of the Contractual Partner to effect the further sale and processing of the goods subject to retention of title.

- (d) If the realisable value of the securities exceeds our claims by more than 10%, then we will release securities of our choice at the request of the Contractual Partner.

§ 15 Confidentiality

- (1) All contract-specific and personal data (regardless of whether in written, oral or some other form) are subject to secrecy, even if they are not designated as such. The Contractual Partner shall treat these data as confidential unless the data are already publicly available or explicitly intended for publication or were obtained legally from a third party subsequently without breach of contract. Any disclosure of confidential information to a third party requires our consent. The Contractual Partner has a duty to refrain from contacting our suppliers, directly or indirectly via a third party, for the purposes of the purchase of goods and to refrain from having products produced by way of third parties in infringement of licences and/or intellectual property rights. The preparatory release, if any, of designs or product samples to a third party is prohibited in equal measure. A violation in the meaning here is to be assumed if the undertakings under § 3(6) are not fulfilled despite the setting of a time limit.
- (2) The Contractual Partner shall maintain silence about data that have become known to it/him/her even after the contractual relationship has come to an end. After termination of this agreement, the Contractual Partner shall return to us or – if we so desire – destroy all data and records.
- (3) In the event of infringement of this provision, lump-sum damages, which we will specify at our reasonably exercised discretion (§ 315 BGB), are deemed to have been agreed. The Contractual Partner is entitled to show that no claim for damages has arisen or that damage incurred was of a lesser amount. This will have no effect on supplementary claims for payment arising from the contractual relationship.

§ 16 Technical changes

We reserve the right to effect technical changes to the performance owed by us to the extent that such changes are in the interests of technical improvement or are unavoidable due to other circumstances.

§ 17 Empties

The Contractual Partner has a duty to return empties (Euro containers, pallets, Euro hooks etc.) the same in type, quantity and value as those he obtained for the purposes of delivery. The empties are to be returned in clean condition within the meaning of regulations on hygiene. If it is not possible for the Contractual Partner to return empties to us at the time of delivery of our goods, then he must ensure that the empties account is settled without undue delay and at his own expense (obligation to be performed at the creditor's place of business). The contract partner falls into arrears with the return of empties, then, after allowing an additional period of time of reasonable duration we can refuse to take them back and demand damages in monetary form from the Contractual Partner.

§ 18 Limitation of actions

- (1) Section 438, subsection 1, number 3 of the German Civil Code notwithstanding, the general limitation period for claims from material and legal defects is one year, reckoned from delivery. Provided that an acceptance has been agreed, the limitation period begins with the acceptance.
- (2) The above limitation period under the law governing contracts for the sale of goods also applies for contractual and non-contractual claims for damages of the Contractual Partner that are based on a defect in the goods unless the application

of the regular statutory limitation period result in a shorter limitation period in the individual case. The Contractual Partner's claims for damages under section 11, subsection 2(1) and subsection, 2 sentence 2(a) and also under the Product Liability Act become time barred only at the end of the statutory limitation periods however.

§ 19 Data protection

The Contractual Partner is advised that we will store its/his/her data. Personal data is processed in compliance with relevant legal provisions governing data protection.

§ 20 Final Provisions

- (1) The laws of the Federal Republic of Germany apply to the contractual relationship between the Contractual Partner and us to the exclusion of the Vienna Convention and of conflict-of-laws provisions.
- (2) The contract language is German and English. The English wording will prevail when other languages are used or if there are any inconsistencies.
- (3) Exclusive place of jurisdiction for all disputes including in summary procedures and special procedures deciding claims arising out of a bill of exchange, arising from or in connection with the contractual relationship, its creation, effectiveness or termination is Hamburg, Federal Republic Germany. We are also entitled to bring actions against the Contractual Partner before another competent court however.
- (4) Should individual provisions of these Sales Terms or the purchase order be invalid, this will not affect the validity of the remaining provisions. The valid provision that comes as closest to the economic intent of the invalid provision will apply in its stead.