

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF MOTOR VEHICLES AND MOTOR VEHICLE PARTS

AUTO EXPORT CORPORATION 25 CORPORATE PARK DR. SUITE 302, ST. CATHARINES (ONTARIO), L2S 3WS CANADA

### 1. General, Customers

- 1.1 These General Terms and Conditions (hereinafter "GTCs") shall apply to all business relations of Auto Expert Corporation with our customers (hereinafter "Customer"). The GTCs shall only apply if the Customer is an entrepreneur (sec. 14 of German Civil Code ("BGB")), a legal entity under public law or a special fund under public law.
- 1.2 The GTCs apply to contracts for the sale and/or delivery of new and used motor vehicles (hereinafter "Motor Vehicles") as well as new and used motor vehicle parts (hereinafter "Motor Vehicle Parts"; Motor Vehicles and Motor Vehicle Parts hereinafter collectively "Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers. Unless otherwise agreed, the GTCs in the version valid at the time of the Customer's order or, in any case, in the version last notified to the Customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case. The Customer agrees to the validity of the GTCs at the latest with the unopposed acceptance of the delivery of the Goods.
- 1.3 Our GTCs shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Customer without reservation while knowing of the Customer's GTC.

### 2. Conclusion of Contract

- 2.1 Our offers are subject to change without notice unless they are expressly marked as binding or expressly contain binding commitments or are otherwise agreed to be binding. They are invitations to place orders. Orders placed by the Customer are deemed binding offers to contract. We may accept the Customer's order within 10 calendar days, unless the Customer also regularly expects us to accept the order at a later date (sec. 147 (2) BGB). This shall also apply to subsequent orders placed by the Customer.
- 2.2 A contract shall only be concluded - also in current business transactions - if the Customer's order has been confirmed in writing or in text form (e.g., via our online ordering system) by an order confirmation within the commitment period according to sec. 2.1. The order confirmation shall only be valid under the condition that outstanding payment arrears of the Customer are settled and that a credit check of the customer carried out by us without delay remains without negative result. In the event of delivery within the binding period of the Customer, our order confirmation may be replaced by our delivery, whereby the dispatch of the delivery shall be decisive.

### 3. Delivery time and delay in delivery

- 3.1 Delivery dates and deadlines are only binding if they are agreed expressly and in writing or in text form (e.g., via our online ordering system). Non-binding or approximate delivery dates and deadlines shall be met to the best of our ability.

- 3.2 Delivery periods shall commence upon receipt of the order confirmation by the Customer. The same applies to delivery dates. If the Customer has requested changes after placing the order, a new reasonable delivery period shall commence upon our confirmation of the changes. In this context, a reasonable delivery period shall be one which takes into account the preparatory actions required as a result of the change in establishing readiness for delivery - e.g., in the form of procurements or subcontractor deliveries - in addition to the remaining delivery period.
- 3.3 If a binding delivery date or a binding delivery period is exceeded, we shall already be in default upon exceeding the delivery date or the delivery period.
- 3.4 The Customer may request us to deliver six weeks after exceeding a non-binding delivery date or a non-binding delivery period. This period shall be reduced to 10 calendar days (14 calendar days in the case of commercial vehicles) in the case (i) of used Motor Vehicles and Motor Vehicle Parts as well as (ii) new Motor Vehicles, which we have on hand. We shall be in default upon receipt of the request.
- 3.5 If, in the event of our default, the Customer wishes to withdraw from the contract and/or claim damages in lieu of performance, it must first set us a reasonable grace period of at least - unless unreasonable - 30 calendar days for delivery.
- 3.6 The provision in clause 10 shall apply to damages of the Customer caused by our delay, with the proviso that the damage caused by delay in the event of slight negligence shall be limited to a maximum of 5% of the agreed purchase price for the Goods affected by the delay.
- 3.7 For delay in delivery due to force majeure, clause 8 shall apply.
- 3.8 The rights of the Customer pursuant to clause 10 and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.

#### **4. Transfer of risk and default of acceptance**

- 4.1 Unless otherwise agreed for the respective delivery, the provisions of this clause 4.1 shall apply. Goods shall be delivered "ex works" according to Incoterms 2020, which is also the place of performance for the delivery and any subsequent performance. If the Customer requests that the Goods be shipped to another destination (sale by delivery to a place other than the place of performance), we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- 4.2 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall pass to the Customer upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If the Customer is in default of acceptance, the Customer shall bear the risk of accidental loss or deterioration as if handover had occurred..
- 4.3 The Customer shall be obliged to accept the goods within 5 calendar days from receipt of the request for acceptance.

- 4.4 If the Customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g., storage costs). For this purpose, we shall charge a lump-sum compensation of 0.5% of the order value per calendar week, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the Goods are ready for shipment or with the request for acceptance. In case of final non-acceptance, the maximum compensation is 15% for new Motor Vehicles and Motor Vehicle parts and 10% for used Motor Vehicles and Motor Vehicle parts. The proof of a higher damage and our statutory claims (in particular compensation for additional expenses, appropriate compensation, termination) shall remain unaffected; however, the lump-sum compensation shall be credited against further monetary claims. The Customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump-sum.

## **5. Change of performance**

Changes to the design or shape, deviations in shade and changes to the scope of delivery on the part of the manufacturer during the delivery period are permitted, provided that the changes or deviations are reasonable for the Customer, taking into account our interests. Insofar as we or the manufacturer use signs or numbers to designate the order or the ordered Goods, no rights can be derived from this alone.

## **6. Prices and terms of payment**

- 6.1 Unless otherwise agreed for the respective delivery, our prices applicable at the time of conclusion of the contract shall apply "ex works" plus statutory value added tax.
- 6.2 Unless otherwise agreed for the respective delivery, the Customer shall bear the transport costs and the costs of any transport insurance requested by the Customer in the case of sale by delivery to a place other than the place of performance. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.
- 6.3 Unless otherwise agreed for the respective delivery, the price for the Goods is due and payable upon delivery of the Goods and receipt of the invoice or request for payment by the Customer. However, we shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation. The down payment or payment in advance is due upon receipt of the payment request by the Customer.
- 6.4 The Customer shall be in default upon expiry of the aforementioned payment period or the payment period agreed for the respective delivery. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (sec. 353 of German Commercial Code (HGB)) shall remain unaffected.
- 6.5 The Customer shall only be entitled to rights of set-off or retention insofar as its claim is legally established or undisputed. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected.
- 6.6 If, after conclusion of the contract, it becomes apparent (e.g., by filing for insolvency proceedings) that our claim to payment of the price for the Goods is jeopardized by the Customer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (sec. 321 BGB). In the

case of contracts for the manufacture of irreplaceable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

## **7. Retention of title**

- 7.1 Until full payment of all our present and future claims arising from the purchase contract and any ongoing business relationship (secured claims), we retain title to the Goods sold. During the period of retention of title, in the event of the sale of new and used Motor vehicles, we shall have the right to keep possession of German the registration certificate II or equivalent registration certificate of the respective country of registration, as applicable.
- 7.2 The Goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Customer shall immediately notify us in writing if an application for the opening of insolvency proceedings is filed or if third parties seize the Goods belonging to us.
- 7.3 In the event of conduct by the Customer in breach of contract, in particular in the event of non-payment of the price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the Goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the Goods and to reserve the right of withdrawal. If the Customer does not pay the price due, we may only assert these rights if we have previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
- 7.4 Until revoked in accordance with clause 7.7, the Customer shall be authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions of clauses 7.5 to 7.8 shall apply in addition.
- 7.5 The retention of title shall extend to the products resulting from the processing, mixing or combination of our Goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the Goods delivered under retention of title.
- 7.6 The Customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the Customer set out in clause 7.2 shall also apply in respect of the assigned claims.
- 7.7 The Customer shall remain authorized to collect the payment claim in addition to us. We undertake not to collect the payment claim as long as the Customer meets its payment obligations towards us, there is no deficiency in its ability to pay and we do not assert the retention of title by exercising a right pursuant to clause 7.3. If this is the case, however, we may demand that the Customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Customer's authorization to further sell and process the Goods that are subject to retention of title.

- 7.8 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Customer's request.

## **8. Force majeure and self-delivery**

- 8.1 If, for reasons for which we are not responsible, we do not receive the deliveries from our suppliers for the performance of deliveries owed under the contract, or do not receive them properly or on time, despite proper and sufficient coverage prior to the conclusion of the contract with the Customer in accordance with the quantity and quality from our delivery agreement with the Customer (congruent coverage), or if events of force majeure occur, we shall inform our Customer in writing or in text form in due time. In this case, we shall be entitled to postpone the delivery or service by the duration of the hindrance or, in the case of events of not insignificant duration (i.e., with a duration of longer than 14 calendar days), to withdraw from the contract in whole or in part on account of the part not yet fulfilled, insofar as we have complied with the aforementioned duty to provide information and have not assumed the procurement risk in accordance with sec. 276 (1) BGB or a delivery guarantee. In this case, we will refund any consideration already paid by the Customer without undue delay. The following shall be deemed equivalent to force majeure: war, mobilization, riots, natural disasters, epidemics, pandemics, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own - e.g., due to fire, water and machine damage - and all other hindrances which, viewed objectively, have not been culpably caused by us.
- 8.2 If a delivery date or a delivery period has been bindingly agreed and if the agreed delivery date is exceeded due to events according to clause 8.1, the Customer shall be entitled to withdraw from the contract due to the part not yet fulfilled after the fruitless expiry of a reasonable grace period. Further claims of the Customer, in particular claims for damages, are excluded in this case.
- 8.3 The above provision pursuant to clause 8.2 shall apply mutatis mutandis if, for the reasons stated in clause 8.1, it is objectively unreasonable for the Customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.
- 8.4 The rights of the Customer pursuant to clause 10 and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.

## **9. Claims for defects of the Customer**

- 9.1 Unless expressly agreed otherwise for the respective delivery, we shall provide a warranty for defects in new Goods for a period of 12 months, calculated from the date of transfer of risk, in the event of refusal of acceptance on the part of the customer from the date of receipt of the notice of availability. We do not provide any warranty for defects in used goods, i.e., the sale of used Goods is made to the exclusion of any warranty for defects as to quality and defects of title.
- 9.2 The shortening of the limitation period and the exclusion of warranty pursuant to clause 9.1 shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of sec. 276 BGB, claims for damages due to injury to life, body or health, due to fraudulent, intentional or grossly negligent acts on our part or on the part of our legal representatives or vicarious agents, or in the cases of secs. 445a, 478 BGB (recourse in the supply chain with consumers as the end customer) or insofar as applicable law strictly prescribes a longer limitation period (e.g., the German Product Liability Act).

- 9.3 This clause 9 does not imply a reversal of the burden of proof.
- 9.4 In all cases, the statutory provisions shall remain unaffected in the case of final delivery of the unprocessed Goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to secs. 445a, 478 BGB). Claims based on supplier recourse are excluded if the defective Goods have been further processed by the Customer or another entrepreneur, e.g., by incorporation into another product, unless the last contract in the supply chain is a purchase of consumer goods (sec. 478, 474 BGB).
- 9.5 When selling Goods, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g., advertising statements) which the Customer has not pointed out to us as being decisive for his purchase.
- 9.6 In the event of the sale of Goods, the claims for defects by the Customer, who is a merchant within the meaning of the German Commercial Code ("HGB"), shall require that he has complied with his statutory duties of inspection and notification of defects (sec. 377, 381 HGB). In the case of Motor Vehicle Parts, an inspection must always be carried out immediately before installation or processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing within 3 working days of delivery and defects which are not apparent on inspection must be notified within the same period of time from discovery. If the Customer fails to make the proper inspection and/or notification of defects, our liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.
- 9.7 If the delivered Goods are defective, we may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. Subsequent performance shall neither include the removal of the defective item nor the re-installation if we were not originally obliged to install the item. Claims of the Customer for reimbursement of corresponding removal and re-installation costs remain unaffected.
- 9.8 We shall in any case be entitled to make the subsequent performance owed dependent on the Customer paying the price due. However, the Customer shall be entitled to retain a part of the price which is reasonable in relation to the defect.
- 9.9 Claims of the Customer for damages or reimbursement of futile expenses shall also exist in the event of defects only in accordance with clause 10.

## **10. Liability and indemnification**

- 10.1 Unless otherwise provided for in these GTCs, we shall not be liable, subject to the following exceptions of this clause 10, in particular for claims of the Customer for damages or reimbursement of expenses - irrespective of the legal grounds.
- 10.2 The exclusion of liability set forth in clause 10.1 shall not apply (i) to damage caused by our own intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by our legal representatives or vicarious agents, (ii) to damage arising from the breach of essential contractual obligations, i.e., obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly

rely, (iii) to damage arising from injury to body, life and health by us or by our legal representatives or vicarious agents, (iv) in the event of the assumption of a guarantee for the quality of the Goods, (v) insofar as a defect was fraudulently concealed and (vi) for claims of the Customer under the German Product Liability Act.

- 10.3 The exclusion of liability set forth in clause 10.1 and the exception to the exclusion of liability set forth in clause 10.2 shall also apply to breaches of duty committed prior to the time of the conclusion of the contract. Our liability for such pre-contractual breaches of duty shall be excluded or limited to the same extent as our liability would be excluded or limited if the breach of duty had only been committed after the conclusion of the contract. Therefore, subject to the exception to the exclusion of liability set forth in clause 10.2, the Customer waives to this extent any claims for compensation to which he may be entitled that have already arisen, and we accept this waiver.
- 10.4 If we or our legal representatives or vicarious agents are only guilty of slight negligence, we shall, except in the case of clause 10.2 (iii) to (vi), only be liable for the foreseeable damage typical of the contract and not for indirect damage, loss of profit, loss of production and loss of use.
- 10.5 Except in the case of clause 10.2 (i), (iii) to (vi) as well as in cases where applicable law strictly prescribes higher liability sums, the liability is limited to 25% of the remuneration owed under the contract. Any further liability is excluded.
- 10.6 Except in the case of clause 10.2, the regular limitation period for claims of the Customer pursuant to sec. 195 BGB shall be reduced to one year from delivery of the Goods. Insofar as an acceptance requirement has been agreed in respect of any Goods, the limitation period shall commence upon acceptance.
- 10.7 The exclusions or limitations of liability in the above clause 10.1 up to and including 10.6 shall apply to the same extent in favour of our bodies, employees and other vicarious agents.
- 10.8 This clause 10 does not imply a reversal of the burden of proof.
- 10.9 The Customer shall indemnify us against all third-party claims for damages and expenses, including statutory attorney's fees, resulting from a culpable breach of the Customer's obligations under these GTCs within the limitation period. Sec. 254 BGB (contributory fault) shall remain unaffected. The Customer shall inform us without delay if third parties assert claims against it that fall under the above indemnification obligation and shall give us the opportunity to defend the asserted claim, insofar as this is possible under the circumstances of the individual case. The Customer is obligated to immediately provide us with all information available to him regarding the matter in question in full in text form. Any claims going beyond this shall remain unaffected.
- 10.10 The Customer may only withdraw from the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. In all other respects, the statutory requirements and legal consequences shall apply.

## **11. Ownership of production and advertising materials, industrial property rights**

- 11.1 Unless otherwise agreed, all documents, advertising materials and other products which are provided to the Customer within the scope of the contract in addition to the contractual object owed or which are created or acquired by us for the execution of the order shall remain or become our property upon their creation. Models, matrices, templates, samples, tools and other means of production may only be used for deliveries to third parties with our prior written consent. The



Customer must keep safe our property in the aforementioned materials free of charge, treat them with care, protect them from access by third parties and inform us immediately if and by whom third party infringements occur. Unless otherwise agreed, the materials shall be returned no later than two years after conclusion of the contract.

- 11.2 Unless otherwise agreed, the Customer shall not be granted any right to use rights to the materials referred to in clause 11.1. If the Customer has acquired own rights (e.g., trademark rights) through the use of the materials, the Customer shall be obliged to transfer these rights to us upon termination of the contract.
- 11.3 Without our express consent declared in writing or text form, the Customer may not describe itself as our authorized dealer or otherwise give the impression of cooperating with us or the manufacturer of the Goods within the framework of a distribution system. Any consent already granted to the Customer in writing or in text form prior to the inclusion of these GTCs shall continue to apply.

## **12. Non-Disclosure**

- 12.1 The Customer shall be obliged to keep confidential information secret. Confidential information shall be all financial, technical, legal, tax-related information, information concerning our business activities or information concerning companies affiliated with us in accordance with sec. 15 of the German Stock Corporation Act (*AktG*), including data and records, as well as secret know-how, i.e. ,identifiable knowledge in which there is an expressly or impliedly declared interest in secrecy, which is only accessible to a narrowly defined group of persons, which can be objectively individualized and which has a commercial value and which is provided to the Customer by us in connection with the business relationship, provided: (i) that such information, if provided in writing or electronically, is marked as confidential information, is described as such or is otherwise clearly recognizable as such to the Customer; or (ii) that such information, if provided orally or visually, is declared by us to be confidential information when provided and is subsequently summarized by us to the Customer in writing or text form. This summary shall be provided to the Customer within 14 calendar days after the handover, marked "Confidential Information", whereby the date of receipt shall be decisive. The confidentiality obligation shall apply in any case and irrespective of the above provision to information concerning our prices, services, advertisements and sales promotion concepts.
- 12.2 Information shall be exempt from the obligation to maintain confidentiality if it was already demonstrably known to the Customer at the time it was communicated to it, is generally accessible or if there is a statutory duty to disclose it.
- 12.3 In case of doubt, the Customer is obliged to obtain our prior written consent as to whether a certain fact is to be kept secret or not.
- 12.4 The Customer shall be obliged to oblige its employees (also freelancers), suppliers and other third parties, which it uses for the performance of the contract, in writing to comply with the obligations pursuant to this clause 12.
- 12.5 The Customer shall refrain from exploiting or imitating the Confidential Information itself in any way (in particular by way of so-called "reverse engineering") or having it exploited or imitated by third parties and from applying for industrial property rights - in particular trademarks, designs, patents or utility models – for, or on the basis of, in particular, confidential information.



### **13. Non-assignment clause**

- 13.1 The Customer shall not assign its claims arising from the contractual relationship with us to third parties.
- 13.2 The prohibition under clause 13.1 shall not apply to monetary claims arising from a legal transaction which is a commercial transaction for both parties.

### **14. Severability clause**

- 14.1 If any provision of these GTCs or of the individual agreements concluded between us and the Customer is or becomes invalid/void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to sec. 305 to 310 BGB, the statutory provisions shall apply.
- 14.2 If any current or future provision of these GTCs or of the individual agreements concluded between us and the Customer is or becomes invalid, void or unenforceable in whole or in part for reasons other than the provisions concerning the law of the GTC pursuant to sec. 305 to 310 BGB, this shall not affect the validity of the remaining provisions of the GTC or of the individual agreements concluded between us and the Customer and the provisions pursuant to sections 14.3 and 14.4 below shall apply. The same shall apply if a gap requiring supplementation arises after the conclusion of the contract with the Customer.
- 14.3 Contrary to a possible principle according to which a severability preservation clause shall in principle only reverse the burden of proof, the validity of the remaining contractual provisions shall be maintained under all circumstances and thus sec. 139 BGB shall be waived in its entirety.
- 14.4 The parties shall replace the provision that, for reasons other than the provisions concerning the law of general terms and conditions pursuant to sec. 305 to 310 BGB, is invalid/void/unenforceable or contains a gap that needs to be filled with a valid provision that corresponds in its legal and economic content to the invalid/void/impracticable provision and the overall purpose of the contract. Sec. 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (period or deadline) specified therein, the provision shall be reconciled with a legally permissible measure that comes as close as possible to the original measure.

### **15. Written form**

- 15.1 Individual agreements (including collateral agreements, supplements and amendments) made with the Customer in individual cases after the inclusion of these GTCs in the contractual relationship shall in any case take precedence over these GTCs. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 15.2 Legally relevant declarations and notifications by the customer with regard to the contract (e.g., setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing or text form (e.g., letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

## **16. Choice of law and place of jurisdiction**

16.1 The law of the Federal Republic of Germany shall apply to the GTCs and the contractual relationship between us and the Customer to the exclusion of international private and uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

16.2 If the Customer 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 - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be Munich (Munich Regional Court I). The same place of jurisdiction shall apply if the Customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode out of Germany after conclusion of the contract or his place of residence or habitual abode is not known at the time the action is brought. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery or service obligation in accordance with these GTCs or a prior individual agreement or at the general place of jurisdiction of the Customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

## **17. Binding language version**

Both language versions of these GTCs are binding. In the event of any discrepancies, the German language version shall prevail.