General Terms of Delivery and Payment

of the company

Dietz-motoren GmbH, Kirchheimer Str. 164,
73265 Dettingen/Teck

I. General provisions

1.
Our General Terms of Delivery and Payment below shall apply exclusive-ly to the scope of all of our deliveries and/or services (hereinafter jointly referred to as "Deliveries"). Contradictory terms and conditions of our customers, which deviate from and/or supplement these General Terms of Delivery and Payment, shall in no way become a part of the contract even if we are aware of these terms and conditions, unless we have explicitly approved their validity in writing. Such an explicit written ap-proval shall always only apply to the respective business transaction, for which it was declared. The exclusion of the validity of terms and condi-tions of our customer shall also apply if we carry out the delivery to the customer without reservation in the knowledge of contradictory terms and conditions of the customer, which deviate from and/or supplement these General Terms of Delivery and Payment. We hereby explicitly object to Terms and Conditions of Purchase or Orders of our customers, also in advance, for all future business transactions.

2.
These General Terms of Delivery and Payment shall apply to all current and future business relationships. The respective most up-to-date Gen-eral Terms of Delivery and Payment shall apply. New versions will be-come contents of the contract if they are announced to our business partner by sending or a reference to their publication on our website and it does not object towards us in writing within one month from the receipt of the announcement.

3.
We reserve all property rights and copyrights together with associated exploitation rights to an unlimited extent to offers and their annexes, samples, cost estimates, drawings and similar information of a physical and non-physical kind – also in an electronic form - (hereinafter "Docu-ments"). These documents may only be made accessible to third parties after obtaining our prior written consent and are to be returned to us immediately if the order is not placed with us. The afore-mentioned shall apply accordingly to documents of our customer, which are handed over to us. In deviation from the afore-mentioned sentence 1 we are however authorised to make these documents of our customer accessible to such third parties to which we have admissibly assigned deliveries and/or services.

If property rights of us or of third parties exist to delivered goods and/or documents the customer undertakes to comply with these property rights. These goods and/or documents are to be handed over to us immediately at our request.

4.
We shall grant our customers the non-exclusive right to use to standard software and firmware with the agreed performance characteristics in an unchanged form on the agreed devices. Our customer may create a backup copy of the standard software without an explicit agreement.

II. Conclusion of contract

1.
Our offers are always without obligation. Technical modifications as well as changes in the form, colour and/or weight shall remain reserved within the framework of that which is deemed reasonable.

2.
If the customer's order is to be qualified as an offer according to § 145 BGB [German Civil Code] then we can accept this within four weeks. This offer is the binding declaration of the customer that it intends to acquire the ordered goods.

Our acceptance shall be carried out in writing by an order confirmation. Offer documents such as drawings, diagrams, weight and other details of dimensions, etc., are only approximately decisive insofar as they are not explicitly described by us as binding.

3.
The contract shall always be concluded subject to the suspensive condition of the reservation of the correct and timely self-delivery by our component suppliers and/or sub-suppliers. However, this shall only apply for the event that we are not responsible for the non-delivery, in particular with the conclusion of an implied hedging transaction with our component suppliers and/or sub-suppliers. We will inform our customers immediately about a possible non-availability of the goods. We will reimburse a consideration possibly already received from the customer immediately.

4.
Without limiting § 321 BGB we are entitled to only carry out further deliveries against advance payment in case of justified doubts about the creditworthiness of our customer, to deem all outstanding – also deferred – invoice amounts due and payable immediately and to request immediate cash payment or provision of collateral.

5.
We are entitled to obtain information from credit agents and from Schufa-Holding AG in order to examine the creditworthiness of our customers. Our customer thus agrees that we will obtain information from data or information pools operated by third parties in order to examine creditworthiness by complying with the statutory provisions, in particular the data protection law, insofar as these have been properly registered with the responsible data protection authority and have not been forbidden. We are entitled to send data concerning conduct of the customer, which is not in compliance with the contract, such as for example default of payment, return debit notes, court payment orders, etc., to such data or information pools.

6.
If our customer cancels a contract without authorisation, we can request 10 % of the sales price for the costs incurred by the processing of the order and for missed profits irrespective of the possibility to assert higher actual damages. Our customer reserves the right to prove that we did not suffer any damages at all or that these are substantially lower than the afore-mentioned flat rate.

III. Prices, terms of payment

1.
Insofar as not otherwise derived from our order confirmation, our prices are deemed pure net from the respective delivery plant non-loaded excluding packaging, freight, customs duties, incurred fees and other secondary payments. These will be charged separately. The value added

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tax in the respective applicable statutory amount on the day of the invoicing will be added to the prices.

2.
We reserve the right to accordingly change our prices if cost increases occur after the conclusion of the contract, in particular owing to collective wage agreement conclusions or changes to material prices. We are obliged to proceed in the same manner with reductions in costs. We will prove both reductions in costs as well as increases in costs to our customers upon request as soon and insofar as they have occurred.

3.
The purchase price shall be due and payable with the provision of the goods for the delivery to the customer in our respective delivery plant according to the delivery date agreed as per contract and the report of the provision of the goods to our customer.

The granting of cash discount or a term of payment that deviates from the afore-mentioned provision requires a separate agreement. If the deduction of cash discount is agreed the deduction of the cash discount will always be carried out from the net invoice amount, whereby packaging charges, freights, customs duties, incurred fees and other secondary payments as well as tax and possible insurance payments are generally excluded from all deduction of cash discounts.

4.
Our customer will only be entitled to the right to retain payments or offset against counter-claims to the extent that its counter-claims are undisputed, have been recognised by us, are determined final and binding or are disputed, however ready for a decision. Our customer is in addition only authorised to exercise a right of retention to the extent that its counter-claim is based upon the same contractual relationship.

5.
All payments are to be made free of charges to the payment agents stated by us. If no payment agency is stated payments are to be made to our head office.

In the transactions with our commercial and entrepreneurial customers our respective delivery plant agreed in the contract shall be deemed as the place of satisfaction for all claims ensuing directly or indirectly from the contractual relationship. If no delivery plant is agreed in the contract then our head office shall be the place of delivery for all claims ensuing directly or indirectly from the contract.

The place of performance for monetary debts is always and exclusively our head office.

6.
Bills of exchange will only be accepted by us as a means of payment as an exception and after a prior written agreement. Cheques and bills of exchange will only be credited after the irrevocable encashment, assignments of receivables only after the irrevocable payment. Our receivables and their due dates shall remain unaffected until this time. The acceptance of payments can only be carried out against properly confirmed invoices.

IV. Delivery time

1.
The start of the delivery time stated by us presumes the clarification of all technical questions. For this purpose it is necessary that the documents, necessary permits, releases and technical details, which are to be supplied by our customer, are received by us in time as well as agreed terms of payment, down payments and other obligations have been satisfied. The deadlines shall be extended by a reasonable extent if our customer does not fulfil the obligations for which it is responsible or does not fulfil these in time; this shall not apply insofar as we are responsible for the delay. The plea of the non-fulfilled contract remains reserved.

2.
In cases of force majeure, in particular mobilisation, war, riot, acts of terror, or similar events such as for example strike, lock-out and other unforeseeable events, which are beyond our control as well as virus and other attacks of third parties on our IT systems insofar as these were carried out despite the compliance with the customary care and attention with protective measures, impediments owing to German, US as well as other applicable national, EU or international regulations of foreign trade law or owing to other circumstances for which we are not responsible, the contractual obligations of the contractual parties will be revoked for the duration of the interference and to the extent of their effect insofar as such impediments have no substantial influence on the delivery of the object of delivery. This shall also apply if these circumstances occur at our component suppliers and/or sub-suppliers. If the events of force majeure within the afore-mentioned meaning last for longer than six weeks both contractual parties are entitled to cancel the contract with regard to the scope of services affected by the impediment to delivery. We will inform our customer of the start and the end as soon as possible.

3.
If our customer is in default of acceptance or if he culpably breaches other obligations to provide assistance then we are entitled to request compensation for the damages accordingly suffered by us, including possible additional expenses. The right is reserved to assert or exercise further claims and/or rights.

4.
If we are in default with our service obligations our customer can – insofar as it substantiates that it has suffered damages from this – request a flat rate compensation for default for each complete week of the default of a total of 0.25 %, however a maximum of 5 % of the net price for the part of the deliveries, which could not be taken into the useful operation as a result of the default. The claim for damages is to be asserted against us by our customer immediately in writing.

5.
Claims for damages of our customer owing to delay in the service as well as claims for damages instead of the service, which go beyond the limits stated in No. 4 above, are principally excluded in all cases of delayed delivery, also after the expiry of a deadline for the delivery possibly set to us by our customer.

This shall not apply insofar as our liability is obligatory owing to wilful intent, gross negligence or owing to the injury to the life, the body or the health.

The regulations of this provision shall not lead to a change to the burden of proof for the disadvantage of our customer.

6.
If our customer is in default of acceptance or if it culpably breaches other obligations to provide assistance we shall be entitled to request compen-

sation for the damages accordingly suffered by us, including possible additional expenses. The right is reserved to assert or exercise further claims and/or rights.

7.
If we have to assume responsibility for the delay our customer shall accordingly be entitled to cancel the contract within the framework of the statutory provisions.

8.
Upon our request our customer has to declare within a reasonable period of time whether it shall cancel the contract as a result of the delay in the delivery or shall insist upon the delivery.

9.
We are entitled to charge our customer a storage fee for each started month in the amount of 0.5 % of the net price of the object of the delivery, a maximum however of a total of 5 % if the shipment or service are delayed at the request of our customer by more than one month after the report of the provision and the contractually agreed delivery date. This shall have no effect on the right of the contractual parties to prove higher or lower storage costs.

10.
The customer authorises us to carry out a partial delivery; partial deliveries shall be deemed as independent deliveries. In the absence of a contractual agreement to the contrary we are explicitly entitled to choose the transport route and the means of transport at our free discretion.

11.
Our customer undertakes to accept the object of the delivery. This shall also apply in case of insignificant defects.

12.
At our customer's costs we shall conclude freight insurance for the customary transport risks insofar as we owe the transport of the goods. Packaging (excluding reusable packaging) shall become the property of the customer and will be charged by us. Postage, shipment and packaging expenses, freights, if applicable due customs duties and fees as well as other secondary payments will be invoiced separately. The choice of the type of shipment will be made at our best discretion.

V. Passing of risk

1.
Insofar as not otherwise derived from the order confirmation delivery "ex works" is agreed.

2.
The risk of an accidental loss and an accidental deterioration of the object of the delivery shall pass to our customer with its provision according to the contractually agreed delivery date in our respective delivery plant. Delivery means delivery without unloading. Delivery presumes the ability to drive to the point of unloading with a heavy truck-trailer and a suitable possibility for unloading. Our customer shall be liable for all damages, which are suffered if the afore-mentioned pre-requisites are missing. If our customer or the consignee stated by it carry out the unloading then this has to take place immediately and properly. We are entitled to invoice our customer for waiting times.

3.
If the pre-requisites of Subclause IV No. 3 exist the risk of an accidental loss or an accidental deterioration of the objects of the delivery shall pass to our customer at the time at which it has become in default with the acceptance or as a debtor.

4.
If our customer declares after the conclusion of the contract and before the provision that it shall not accept the object of delivery, the risk of an accidental loss or an accidental deterioration to the object of delivery shall pass to the customer at the time of the refusal. The default in acceptance of our customer shall be deemed equivalent to the hand-over.

VI. Defects of quality

We shall be liable for defects of quality as follows:

1.
Claims for defects of our customers presume that it has properly satisfied its responsibilities for inspection and report of a defect owed according to § 377 HGB [German Commercial Code]. If the customer is an entrepreneur, not however a merchant, obvious defects are to be reported to us in writing within a deadline of two weeks from the passing of risk according to Subclause V. above; otherwise the assertion of the claim for defects is excluded. The timely receipt of the report of defects by us is sufficient in order to safeguard the deadline. The customer shall bear the full burden of proof for all pre-requisites for a claim, in particular for the defect itself, for the time at which the defect is determined and for the punctuality of the report of the defect.

2.
At our choice all those parts or services are to be subsequently improved, newly delivered or newly provided free of charge, which feature a defect of quality within the statute-of-limitations – without consideration for the operating duration. The pre-requisite is that the cause of the defect of quality already existed at the time when the risk passed.

3.
Claims for defects of quality shall become statute-barred in twelve months from the statutory start of the statute-of-limitations; the same shall apply to cancellation and reduction. This deadline shall not apply insofar as longer deadlines are stipulated as mandatory by law according to §§ 438 Par. 1 No. 2 (Buildings and objects for buildings), 479 Par. 1 (Claim of recourse) and 634 a Par. 1 No. 2 (Building defects) BGB, in case of wilful intent, malicious non-disclosure of the defect as well as with the non-compliance with a guarantee of condition. The statutory regulations concerning the expiry, inhibition and new commencement of the deadline shall remain unaffected.

The statutory provisions shall continue to apply in case of the injury to life, the body or the health.

4.
As a supplement to Subclause III. No. 4 our customer may only retain payments in case of undisputed counter-claims that have been recognised by us, have been determined final and binding or are disputed, however ready for a decision or offset against these counter-claims to such an extent, which is reasonably in proportion to the appeared defects of quality. In case of reports of defects, which are made unjustifiably, our customer has to reimburse us the expenses incurred to us.

5.
Our customer has to grant us the opportunity to carry out the subsequent satisfaction within a reasonable period of notice.

If the subsequent satisfaction fails our customer can – irrespective of possible claims for damages according to No. 3 – cancel the contract or reduce the remuneration.

6.
Claims for defects are excluded in case of only insignificant deviations from the agreed condition, in case of only insignificant impairments to the usability, with natural wear and tear or damages, which are suffered as a result of faulty or negligent treatment, excessive use, unsuitable operating equipment, faulty building work, unsuitable building foundation or owing to special external influences, insofar as this is respectively carried out on the whole after the risk has passed, which are not presumed according to the contract, as well as with software and firmware faults, which cannot be reproduced. Improper changes and/or repair work of our customer or a third party shall exclude claims for defects against us for these measures and the thus occurring consequences.

No claims of our customer against us shall exist owing to expenses, which are necessary for the purpose of subsequent satisfaction, such as in particular transport, route, labour and material costs, if these expenses are increased by the fact that the object of delivery was subsequently taken to another location than that branch of our customer, to which we made the delivery.

7.
Our customer shall only have claims for recourse against us according to § 478 BGB to the extent that it has not reached any agreements with its buyer which go beyond the statutory claims for defects. § 478 Par. 2 BGB shall be supplemented by No. 6 for the scope of the claims for recourse.

8.
Incidentally, Subclause X. (Other claims for damages) shall apply to claims for damages. Our customer and/or its vicarious agents shall not have any further, other claims or other claims than those regulated in Subclauses VI., X. against us owing to a defect of quality.

9.
If we have delivered software and/or firmware this Subclause VI. shall apply accordingly to faults of this software and/or firmware.

10.
If our customer receives faulty assembly instructions we are merely obliged to deliver faultless assembly instructions. This obligation shall only exist if the defect to the assembly instructions opposes the proper assembly. The same shall apply to operating instructions.

VII. Industrial property rights, copyrights, defects of title

1.
We are merely obliged to provide the delivery in the country of our registered seat free of industrial property rights and copyrights of third parties (hereinafter referred to as "Property rights"). If a third party asserts justified claims against our customers as a result of infringements of property rights by us owing to provided deliveries used as per contract, we shall be liable towards our customers within the deadline determined in Subclause VI. No. 3 as follows:

a) At our choice and at our costs we will either obtain a right of use for the delivery concerned, modify the delivery so that there is no infringement of property right or exchange the delivery. Our customer is entitled to exercise the statutory rights to cancellation or reduction if the afore-mentioned is not possible for us at reasonable conditions.

b) If we are obliged to pay damages, this shall be exclusively oriented to Subclause X.

c) The obligations stated according to Letters a) and b) above shall only exist for us to the extent that we are informed by our customer about the asserted infringements of property right and claims of third parties immediately in writing and our customer has not recognised the infringement and has reserved all defence measures and settlement negotiations for us. With the discontinuation of the use of the delivery for reasons of the obligation to minimise the damages or for other important reasons our customer undertakes to inform the third party that no recognition of an infringement of property right is submitted with the discontinuation of the use.

2.
Claims of our customer are excluded insofar as it is responsible for the infringement of the property right.

3.
Claims of our customer are further excluded if its special stipulations, an application that is not foreseeable by us or the change to the delivery by it as well as the use of the delivery with products not delivered by us lead to an infringement of a property right.

4.
If an infringement of a property right exists according to No. 1 a) the claims of our customer shall incidentally be oriented to the provisions of Subclause VI. numbers 3, 4 and 7.

5.
Subclause VI. shall apply accordingly with the existence of other defects of title.

6.
Further claims or other claims than those regulated in this Subclause VII. against us or our vicarious agents owing to a defect of title are excluced.

VIII. Impossibility, adjustment of contract, reservation of satisfaction

1.
If the delivery is impossible for us our customer is entitled to request damages unless we are not responsible for the impossibility.

Our customer's claim for damages is however limited to 10 % of the value of that part of the delivery, which cannot be usefully taken into operation or cannot be used as a result of the impossibility. This shall not apply if we are liable as a result of wilful intent, gross negligence or owing to the injury to life, the body or the health. This does not involve a change in the burden of proof for the disadvantage of our customer. The right of our customer to cancel the contract shall remain unaffected.

2.
Insofar as events within the meaning of Subclause IV. No.2 substantially

change the financial significance or the contents of the delivery or have a substantial impact on us the contract will be adjusted to a reasonable extent by applying good faith. If this is not reasonable in a cost effective manner, we shall be entitled to cancel the contract. The same shall apply should necessary export permits not be granted or not be usable. If we intend to exercise this right to cancellation then we have to notify our customer hereof immediately after gaining knowledge of the extent of the event and in fact also if an extension to the delivery time had initially been agreed with our customer.

3.
Each fulfilment of the contract is subject to the reservation that this is not opposed by any impediments owing to German, US as well as other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions.

4.
Our customer undertakes to provide all information and documents, which are required for the export, transport or import.

IX. Reservation of title, collateral rights

1.
The delivered goods shall remain our property as reserved goods until the payment of the purchase price and until the redemption of all purchase price claims already existing from the business relationship and the secondary purchase price claims incurring in close connection with the delivered goods still (interest on default, default damages, etc.). The transfer of individual receivables into a current account or the drawing of a balance and its recognition shall not revoke the reservation of title. In case of default of payment of our customer we are entitled to take the reserved goods back after a threat; the customer agrees to the taking possession of the reserved goods by us.

2.
If our customer processes reserved goods to produce a new movable object then the processing shall be carried out for us without us having any obligations from this process; the new object shall become our property. In case of processing together with goods, which do not belong to us, we shall acquire co-ownership to the new object according to the ratio of the value of our reserved goods to the other goods at the time of the processing. If reserved goods are connected, mixed or combined with goods, which do not belong to us, according to §§ 947, 948 BGB, then we shall become the co-owner in line with the statutory provisions. If the customer acquires the sole ownership by connection, mixing or combining then it hereby now already assigns us co-ownership according to the ratio of the value of the reserved goods to the other goods at the time of the connection, mixing or combining, we hereby accept the assignment of ownership. In these cases our customer has to keep the object which is subject to our ownership or co-ownership that shall also apply as reserved goods within the meaning of the following provisions, in safekeeping free of charge with the commercial care and attention.

3.
If reserved goods are sold by our customer, alone or together with goods, which do not belong to us, then our customer hereby now already assigns claims arising from the resale to us in the amount of the value of the reserved goods with all secondary rights; we hereby accept the assignment. The value of the reserved goods is our invoice amount plus a security surcharge of 38 % (for the calculation see No. 9), which will however be disregarded if it is opposed by rights of third parties. If the resold reserved goods are subject to our co-ownership, then the assignment of the claims shall cover the amount, which corresponds with our share value of the co-ownership; No. 1 Sentence 2 shall apply accordingly to the extended reservation of title; the advance assignment according to No. 3 Sentences 1 and 2 shall also cover the balance claim.

4.
We authorise our customer to sell the goods in the non-processed as well as in the processed condition within the framework of its regular business operation with the condition that claims according to No. 3 shall actually pass to us. The customer is not entitled to make other disposals over the reserved goods, in particular to pledge or assign these as collateral. This sale authorisation shall lapse automatically, without this requiring any further steps from us, with a fruitless attempt an enforcement at our customer, in case of a cheque and/or bill of exchange objection of a cheque and/or bill of exchange issued by our customer that is to be encashed as well as with the filing of an application concerning the opening of the insolvency proceedings over our customer's assets.

5.
Our customer is – subject to our revocation that is possible at all times – authorised to collect the receivables assigned to us within its regular business operation. As long as our customer satisfies its payment obligations – also towards third parties – as agreed, we will not exercise our collection authorisation. The collection authorisation of our customer shall not entitle it to the assignment of its follow-up receivables within the framework of the so-called real factoring under the assumption of the delcredere risk by the factor. The customer shall hereby assign its claims against the factor to us as a precautionary measure and undertakes to report this assignment to us to the factor immediately. We hereby accept this assignment.

6.
Our customer is not entitled to transfer receivables from us into a current account relationship without our explicit written consent. Neither is our customer entitled to transfer receivables assigned to us in advance from the resale of delivered goods in the processed or non-processed condition into a current account relationship kept with its buyer. Our customer hereby assigns its claims from periodic balances as well as a final balance to us up to the amount of the secured receivables to us as a precautionary measure. The assignment comprises causal and abstract balances. We hereby accept this assignment.

7.
Our customer undertakes to inform us immediately about enforcement measures of third parties regarding the reserved goods and/or our other collateral items by handing over the documents which are necessary for the objection. Intervention costs to which we are entitled shall be borne by our customer if the intervention was successful, however the enforcement was attempted in vain at the defendant as the debtor of the costs or our customer is responsible for the failure of the intervention.

At our request our customer shall make a list of all buyers of non-processed or processed reserved goods available to us immediately and shall report the assignment of the receivables directed against them to these buyers. If the customer is a legal entity or a partnership, for which a legal entity shall be personally liable to an unlimited extent, this obligation

shall also affect the managing director(s) or Management Boards personally.

8.
Our collateral rights shall only lapse with the redemption of all of our receivables by our customer. If redemption is carried out by the issue of cheques or bills of exchange, the collateral rights shall only lapse when the security has been finally enchased and a recourse from this is no longer possible against us.

9.
If the realisable value of the granted collateral items exceeds the receivables from delivery transactions, which are to be secured, by more than 38 % (10 % value deduction owing to possible shortfall in proceeds, 4 % § 171 Par. 1 InsO, 5 % § 171 Par. 2 InsO and value added tax in the respective applicable statutory amount – currently 19 %) then we are accordingly obliged to the re-assignment or release at our customer's request.

X. Other claims for damages

1.
Insofar as not regulated otherwise in these General Terms of Delivery and Payment claims for damages of our customer, no matter for what legal grounds, in particular owing to the breach from the debt relationship and from illicit act, are excluded.

2.
Insofar as we have to assume obligatory liability, thus in cases according to the Product Liability Act, in case of wilful intent, with gross negligence of owners, legal representatives and/or executives, in case of malicious intent, with the non-compliance with an assumed guarantee, owing to the culpable injury to life, the body or the health or owing to the culpable breach of essential contractual duties, this shall not apply. The claim for damages for the essential contractual duties is however limited to the foreseeable damages, which are typical for the contract. The burden of proof will not be changed for the disadvantage of the customer by the afore-mentioned regulation.

XI. Technical details, details in catalogues

In view of the multitude of devices, materials and programmes appearing on the market, which are to a large extent beyond our scope of influence, we principally do not give any guarantees concerning the respective conditions of the deliveries. Our catalogues are created according to the best of our knowledge and the status of technology known at the time of the creation. In particular service descriptions of the individual products do not have the character of a guarantee. A warranty for consequential damages of defects is also excluded with the guarantees given as an exception unless this has been explicitly confirmed by us.

This shall also apply to damages to other assets of our customer than the deliveries itself.

XII. Place of jurisdiction, applicable law, miscellaneous

1.
German law under the exclusion of the UN Convention on Contracts concerning the International Sale of Goods (CISG) is decisive for the contractual relationship including the claims from cheques and/or bills of exchange. The contractual language is German.

2.
If the customer is a merchant of the entrepreneurs, the place of jurisdiction — also for cheque and/or bill of exchange actions — is our head office. We are however entitled to also file an action against our customer at our choice at its general place of jurisdiction or at the registered seat of our respective delivery plant, from which the contract was concluded.

3.
Our customer hereby agrees that we record, store and process goods-related, order-related and personal data in our data processing systems by complying with the statutory provisions. This shall also comprise the transmission of these data to group companies within the meaning of §§ 15 et seqq. AktG [German Companies Act].

4.
The invalidity of individual contractual provisions shall have no effect on the validity of the other provisions of the contract, which are then accordingly to be supplemented. Agreements, which deviate from these General Terms of Delivery and Payment, must always be confirmed by us in writing, otherwise they are invalid.

Status: 16 December 2014