

General Terms and Conditions of Delivery and Service

§ 1 General provisions, scope of application

(1) The present General Terms and Conditions of Sale (GTCS) shall apply to all our business relationships with our customers ("Purchasers"). The GTCS shall only apply if the Purchaser is an entrepreneur (§ 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.

(2) The GTCS shall in particular apply to contracts regarding the sale and/or delivery of movable items („goods“), irrespective of whether we produce the goods ourselves or purchase them from subcontractors (§§ 433, 651 BGB (German Civil Code)). Unless agreed otherwise, the GTCS shall apply in the respective version that is valid at the time of the Purchaser's order, or at least in the version that was last notified to him in text form, as a framework agreement for similar future contracts, as well, without us having to refer to these again in each individual case.

(3) Our GTCS shall apply exclusively. Any deviating, opposing or supplementary general terms and conditions of the Purchaser shall only become an integral part of the contract if and to the extent that we have explicitly consented to their application. This approval requirement shall apply in any case, for example also if we, being aware of the general terms and conditions of the Purchaser, carry out the delivery to the Purchaser without reservation.

(4) Individual agreements made with the Purchaser in specific cases (including side-agreements, amendments and changes) shall in any case take precedence over the present GTCS. Subject to counterevidence, a written contract or our written confirmation shall be decisive with respect to the content of any such agreement.

(5) Any legally relevant declarations and notifications that are to be submitted to us by the Purchaser after conclusion of the contract (e.g. the setting of deadlines, notifications of defects, declaration of cancellation or reduction) require the written form to be valid.

(6) Any references to the application of statutory provisions shall only serve the purpose of clarification. Thus, the statutory provisions shall also apply without any such clarification, unless they are directly modified or explicitly excluded in the present GTCS.

§ 2 Conclusion of contract

(1) Our offers are subject to change and non-binding. This shall also apply in case we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, estimates, references to DIN standards), other product descriptions or documents - also in electronic form -, to which we reserve ownership rights and copyrights. Such documents may - also in the case of conclusion of a contract - only be made available to third parties with our prior consent, and they may only be used within the framework of the respective contract.

(2) The order of the goods by the Purchaser shall be deemed a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 3 weeks after its receipt by us.

(3) Acceptance may either be declared in writing (e.g. by means of order confirmation) or by delivery of the goods to the Purchaser.

§ 2.1 Design of the goods

§ 2.1.1 Creation

(1) The design of the forgings is based on the applicable DIN/EN standards as well as on the specifications agreed upon with the Purchaser. Any amendments/deviations may, for example, be regulated in technical delivery conditions.

(2) Either the forging drawings made by us and approved by the Purchaser prior to the manufacturing of the forgings, or the forging drawings made by the Purchaser in connection with DIN EN 10254 shall be binding with regard to the design of the forgings in accordance with DIN EN 10243. Insofar as we supply in accordance with drawings, specifications, models etc. provided by the Purchaser, the Purchaser shall bear the risk of the suitability for the intended purpose (construction risk). Deviations in dimension, weight and quality shall be permissible in accordance with common DIN-EN standards or whenever this is general practice. The respective weights will be determined by us and shall be decisive for invoicing.

§ 2.1.2 Tools

(1) The tools and equipment made for the manufacturing of the forgings shall remain our property, even if the Purchaser has fully or partly borne the costs therefor. In the case of client-specific tools, we undertake to only use them for deliveries to the Purchaser.

(2) We will store the tools on behalf of the Purchaser for a maximum of 3 years after the last delivery. After expiration of this term, we will give the Purchaser the opportunity to comment on the further use of the tools (e.g. taking over of the tools after determination of the residual value) within 6 weeks. In the absence of any comments made by the Purchaser, we shall be free to deal with the tools at our discretion, in particular also to scrap them.

(3) Unless agreed otherwise, the costs for manufacturing equipment (tools, equipment, gauges etc.) and models will be invoiced to the Purchaser separately from the goods to be supplied. The costs for maintenance and proper storage as well as the risk of wear of the tools and their restoration shall be borne by us. In case the Purchaser interrupts or terminates the cooperation during the period of producing the models or manufacturing equipment, all costs incurred to that point shall be borne by him.

(4) Client-specific tools may only be handed over to the Purchaser with our consent if we expressly declare that the delivery of parts made in accordance with the drawings is no longer possible due to manufacturing reasons or that we will no longer meet our obligations due to insolvency. As soon as those obstacles, which have led to the handing over of the tools, cease to exist, the tools shall immediately be returned to us.

(5) In case one contractual partner provides the other contractual partner with drawings or technical documents / data regarding the goods to be delivered or the manufacturing thereof, they shall remain property of the providing contractual partner.

§ 2.1.3 Provided goods

(1) Goods provided by the ordering party shall be examined for any apparent deviations in quality and quantity. Such apparent deviations in quality and quantity of the goods provided by the ordering party shall be deemed to have been timely notified if we inform the ordering party accordingly within 4 working days after receipt of the goods by us. Any hidden defects shall be deemed to have been timely notified if the ordering party is informed accordingly within 4 working days after their discovery.

(2) Acceptance or approval of provided models or samples does not constitute a waiver of warranty claims.

(3) The notification of deviations in quality and quantity of the provided goods shall lead to an extension of the agreed delivery times in accordance with § 3 of the present General Terms and Conditions of Delivery and Service, namely by the time required by the ordering party to provide subsequent delivery.

(4) Upon receipt of our written notification of defects by the supplier, the statutory limitation for warranty claims shall be suspended until the supplier denies our claims or declares the defect to have been rectified or otherwise refuses to continue the negotiations regarding our claims. In the case of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall recommence unless, based on the behavior of the supplier, we had to assume that he did not feel obligated to take this measure, but instead only conducted the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 3 Delivery times and delay in delivery

(1) The delivery time shall be agreed upon individually or it will be indicated by us when accepting the order. The unilateral indication of a delivery time by us will be made to the best of our knowledge, yet without obligation.

(2) In case it will not be possible for us to comply with binding or non-binding delivery times for reasons for which we are not responsible (non-availability of the service), we shall immediately inform the Purchaser accordingly and, at the same time, the new approximate delivery time is to be communicated. If the service remains unavailable within the new delivery time, as well, we shall be entitled to fully or partly withdraw from the contract; any counter-performance already provided by the Purchaser is to be refunded immediately. A case of non-availability of the service in this sense shall in particular be the failure of our supplier to deliver goods in time if we have concluded a congruent hedging transaction, if neither our company nor our supplier is at fault or if we, in individual cases, are not obligated to procure the goods.

(3) The occurrence of a delay in delivery on our part is determined in accordance with the statutory provisions. However, in any case a reminder is required from the Purchaser. In case we are in default

of delivery, the Purchaser shall be entitled to demand a lump sum compensation for his damage caused by the delay. The lump sum compensation for each completed calendar week of the delay shall be 0.5 % of the net price (delivery value), yet in total not more than 5 % of the delivery value of the goods affected by the delay. We shall be free to prove that the Purchaser has not suffered any damage at all or that the damage suffered by him was considerably lower than the afore-mentioned lump sum.

(4) The rights of the Purchaser in accordance with § 8 of the present GTCS as well as our statutory rights, in particular with respect to the exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 4 Delivery, transfer of risk, acceptance, default of acceptance

(1) Delivery will be made ex warehouse, which shall also be the place of performance for the delivery and a possible subsequent performance. Upon request as well as at the expense of the Purchaser, the goods will be shipped to another destination (sale by delivery to a place other than the place of performance). Unless agreed otherwise, we shall be entitled to decide on the type of transport (in particular transport company, method of shipping, packaging).

(1.1) Partial deliveries are permissible to a reasonable extent. They will be invoiced separately. Production-related excess or short deliveries shall be permissible in accordance with DIN EN 10254.

(2) The risk of accidental loss and accidental deterioration of the goods is passed to the Purchaser upon handover of the goods at the latest. However, in the case of a sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already be passed upon ex warehouse delivery of the goods to the forwarding agent, the freight carrier or any other person or company charged with the execution of the shipment. If an acceptance has been agreed upon, this shall be decisive for the transfer of risk. Furthermore, the statutory provisions governing contracts for work and services shall apply to an agreed acceptance, as well. As for the handover or acceptance, the same shall apply if the Purchaser is in default of acceptance.

(2.1) Normal inspection of drop forgings includes the inspection for dimensional accuracy as well as the inspection for surface defects, to the extent that they can be adequately detected by means of visual inspection. The costs for a normal inspection are included in the unit price.

(2.2) The type and scope of additional inspections and the applicable inspection procedures, such as 100% hardness testing, magnetic crack testing and checking for defects by using ultrasound, are to be agreed upon separately and shall be stipulated precisely in the forging drawing or in the order and order confirmation. The personal and factual acceptance costs shall be borne by the Purchaser.

(3) In case the Purchaser is in default of acceptance, or fails to act in cooperation as agreed, or in case our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to claim compensation for the damages thereby incurred, including additional expenditures (e.g. storage costs). In this case we will charge a lump-sum compensation in the amount of EUR 200.00 per calendar day, beginning with the delivery time or - in the absence of a delivery time - with the notification that the goods are ready for dispatch. Our right to prove higher damages and to

assert further statutory claims (in particular compensation of additional expenditures, adequate reimbursement, termination) shall remain unaffected; however, the lump sum compensation is to be offset against further monetary claims. The Purchaser shall be entitled to prove that we have not suffered any damage at all or that the damage suffered by us is considerably lower than the aforementioned lump sum. Alternatively we shall be entitled to, at our discretion, deliver the goods to the Purchaser at his expense and risk.

§ 5 Prices and payment terms

(1) Unless agreed otherwise in individual cases, our respective prices that are valid at the time of conclusion of the contract shall apply ex warehouse, plus statutory VAT.

(1.1) The prices stated in the order confirmation shall be binding for a period of 6 weeks calculated from the date of conclusion of the contract. If, within 6 weeks after the order confirmation and prior to delivery, there are any cost increases for which we are not responsible - e.g. increase in costs for material, energy and wages or other costs - we shall be entitled to demand an appropriate adjustment of the prices, taking these factors into consideration.

(1.2) In the case of long-term agreements - e.g. call orders, delivery schedules - we shall be entitled to make corresponding adjustments during the term of such agreements, as well, if there are any cost increases (see above).

(1.3) If no binding order quantity has been agreed upon, our price calculation shall be based on the non-binding order quantity (RFQ quantity) expected by the Purchaser for a specific period of time. If the Purchaser buys less than the RFQ quantity, we shall be entitled to adequately increase the unit price. If he buys more than the RFQ quantity, we will adequately decrease the unit price, provided that the Purchaser has notified us of the additional demand at least 6 months before delivery.

(1.4) Subsequent reduction of the order quantity or of the number of units as well as the reduction of agreed call-offs shall lead to an increase in unit prices, taking into account any additional set-up and start-up costs as well as any possible increase in the agreed forging die costs.

(2) In the case of a sale by delivery to a place other than the place of performance (§ 4 Sec. 1), the Purchaser shall bear the costs of transport ex warehouse and the costs of any transport insurance possibly requested by the Purchaser. As far as we do not charge the actual transport costs and other surcharges incurred in the individual case (e.g. incl. packaging, scrap and alloy surcharges), a lump sum for transport costs (excluding transport insurance) in the amount of EUR 1,000.00 is deemed to be agreed upon. Any possible customs duties, fees, taxes and other public charges shall be borne by the Purchaser.

(3) The purchase price is due and payable within 14 days of the date of the invoice and delivery or acceptance of the goods. However, also within the framework of an ongoing business relationship, we shall at any time be entitled to conduct a delivery fully or partly against prepayment only. A corresponding reservation is declared with the order confirmation at the latest.

(4) After expiry of the afore-cited term of payment, the Purchaser will be in default. During default, interest is to be paid on the purchase price at the respectively applicable statutory interest rate for default. We reserve the right to claim further damages caused by the default. Our entitlement to

commercial maturity interest (§ 353 HGB (German Commercial Code)) against merchants shall remain unaffected.

(5) The Purchaser shall only be entitled to set-off and retention rights if his claim has been recognised by declaratory judgment or if it is uncontested. In the case of defects in the delivery, the Purchaser's counter-rights, in particular in accordance with § 7 Sec. 6 Sentence 2 of the present GTCS, shall remain unaffected.

(6) If, after conclusion of the contract, it emerges (e.g. by an application for the opening of insolvency proceedings) that our entitlement to receive the payment of the purchase price is endangered due to a lack of solvency on the part of the Purchaser, we shall, in accordance with the statutory provisions, be entitled to refuse performance and - if applicable after the setting of a deadline - be entitled to withdraw from the contract (§ 321 BGB (German Civil Code)). In the case of contracts for the manufacture of non-fungible items (custom-made items) we may withdraw from the contract immediately; the statutory provisions concerning the dispensability of setting a deadline shall remain unaffected.

§ 6 Retention of title

(1) We retain the title to the sold goods until full payment of all of our current and future claims arising from the purchase contract and from an ongoing business relationship (secured claims).

(2) Before the full payment of the secured claims has been effected, the goods subject to the retention of title may neither be pledged to third parties nor assigned as a collateral. The Purchaser shall immediately inform us in writing if an application for the opening of insolvency proceedings was filed, or if there is any access of third parties (e.g. pledges) to the goods belonging to us.

(3) If the Purchaser is in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand that the goods be returned on the basis of retention of title. Any demand for return of the goods shall not simultaneously be deemed to be a declaration of withdrawal. Instead, we shall be entitled to only demand the return of the goods and to reserve the right to withdraw from the contract. In case the Purchaser does not pay the purchase price due, we may only assert these rights if we have at first unsuccessfully set the Purchaser a reasonable time limit for payment or if the setting of such a time limit is dispensable according to the statutory provisions.

(4) Subject to revocation in accordance with (c) below, the Purchaser shall be entitled to resell and/or further process the goods that are subject to the retention of title in the ordinary course of business. In this case, the following provisions shall additionally be applicable.

(a) The retention of title extends to the full value of any products that arise from the processing, mixing or connection of our goods, whereby we are deemed to be the manufacturer. If during the processing, mixing or connection with items of third parties their property rights should persist, we shall acquire co-ownership in such processed, mixed or connected goods in proportion to their invoice value. Apart from that, the same shall apply to the produced product as it applies to the goods delivered under retention of title.

(b) The Purchaser already now assigns to us as a security all claims against third parties arising from the reselling of the goods or products, either in full or, where applicable, in the amount of our possible co-ownership share pursuant to the preceding paragraph. We accept the assignment. The obligations of the Purchaser described in Par. 2 shall also apply in view of the assigned claims.

(c) Besides us, the Purchaser shall remain entitled to collect the accounts receivable. We undertake not to collect the accounts receivable as long as the Purchaser fulfils his payment obligations towards us, no lack of solvency on the part of the Purchaser exists and we do not assert the retention of title by exercising a right pursuant to Par. 3. However, if this is the case, we shall be entitled to demand that the Purchaser discloses to us the assigned claims and their debtors, provides all information necessary for collection, hands over the respective documents and notifies the debtors (third parties) of the assignment. Moreover, in this case we shall be entitled to revoke the authorization of the Purchaser to resell and further process the goods that are subject to the retention of title.

(d) Should the realizable value of the securities exceed our claims by more than 10 %, we shall, at the Purchaser's request, release securities of our choice.

§ 7 Claims for defects asserted by the Purchaser

(1) As regards the rights of the Purchaser in the case of material and legal defects (including wrong and short delivery as well as incorrect assembly or inadequate assembly instructions), the statutory provisions shall apply unless agreed otherwise in the following. The special statutory provisions on final delivery of the goods to a consumer (recourse against the supplier according to §§ 478, 479 BGB (German Civil Code)) shall in any case remain unaffected.

(2) The primary basis of our liability for defects shall be the agreement made with respect to the condition of the goods. All product descriptions which are the subject matter of the individual contract are considered as an agreement concerning the condition of the goods. For this, it makes no difference whether the product description originates from the Purchaser, from the manufacturer or from us.

(3) Inasmuch as the condition has not been agreed upon, it shall be decided in accordance with the statutory provisions whether the goods are defective or not (§ 434 Sec. 1 P. 2 and 3 BGB (German Civil Code)). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising messages). The information published by us regarding the contractual products - e.g. on the Internet, in prospectuses or other information and images serving the purposes of advertising or publication - shall only constitute approximate values customary in the business, unless they have explicitly been cited by us as a binding condition of the contractual products in the contract.

(4) Claims for defects asserted by the Purchaser are conditional to the Purchaser having fulfilled his legal examination and notification duties (§§ 377, 381 HGB (German Commercial Code)). In case a defect is revealed during the process of examination or later, we shall immediately be notified accordingly in writing. The notification is deemed to be immediate if it is made within two weeks, whereby the timely dispatch of the notification shall be sufficient to meet the deadline. Irrespective of this examination and notification duty, the Purchaser shall report any obvious defects (including wrong and short delivery) in writing within two weeks from the delivery date, whereby here, too, the timely dispatch of the notification shall be sufficient to meet the deadline. If the Purchaser fails to

carry out a proper examination and/or to provide a notification of defects, our liability with respect to the non-disclosed defect shall be excluded.

(5) In case the delivered item is defective, we may at first choose whether to provide supplementary performance by either rectifying the defect (remedy) or by providing a defect-free item (replacement delivery). Our right to refuse the supplementary performance in accordance with the statutory provisions shall remain unaffected.

(6) We shall be entitled to make the owed supplementary performance dependent on the fact that the Purchaser pays the purchase price due. The Purchaser, however, is entitled to retain a part of the purchase price which is appropriate in relation to the defect.

(7) The Purchaser shall grant us the time and opportunity necessary for the owed supplementary performance and shall in particular hand over the rejected goods for the purpose of examination. In the case of a replacement delivery, the Purchaser shall return to us the defective item in accordance with the statutory provisions. The supplementary performance shall neither include the disassembly of the defective item nor its re-assembly if we were originally not obligated to conduct such assembly.

(8) The expenses incurred with respect to the examination and supplementary performance, in particular transportation costs, travel costs, labour costs and material costs (not: disassembly and assembly costs) shall be borne by us, provided that a defect does indeed exist. Otherwise we shall be entitled to request the Purchaser to reimburse the costs incurred due to an unfounded demand for rectification of a defect (in particular examination costs and transportation costs), unless the lack of defectiveness was not recognizable for the Purchaser.

(9) In urgent cases, e.g. where operational safety is at risk or in order to avoid unreasonable loss or damage, the Purchaser shall be entitled to rectify the defect himself and to demand compensation from us with regard to the expenses objectively needed for said rectification. We shall immediately - if possible beforehand - be notified of such a rectification of a defect carried out by the Purchaser himself. The Purchaser's right to rectify the defect himself shall not apply if we would have been entitled to refuse a respective supplementary performance in accordance with the statutory provisions.

(10) If the supplementary performance has failed or if a reasonable time limit set by the Purchaser for the supplementary performance has expired unsuccessfully or if such a time limit is dispensable according to the statutory provisions, the Purchaser may withdraw from the purchase contract or reduce the purchase price. However, in the case of an insignificant defect there shall be no right to withdraw from the contract.

(11) Any claims of the Purchaser for damages or compensation for futile expenses shall, also in the case of defects, only exist in accordance with § 8 and are otherwise excluded.

§ 8 Other liability

(1) Unless otherwise stated in the present GTCS including the following provisions, we shall be liable in accordance with the relevant statutory provisions in the case of a breach of contractual and non-contractual obligations.

(2) We shall be liable for damages - irrespective of the legal basis - within the scope of fault-based liability in cases of wilful intent and gross negligence. In cases of simple negligence we shall - subject to a more lenient standard of liability - be liable in accordance with the statutory provisions (e.g. for diligence applied to own matters) only with respect to

a) damages resulting from injury to life, body or health,

b) damages resulting from a not insignificant violation of a material contractual obligation (obligation whose fulfilment enables the proper implementation of the contract, and on the compliance with which the contractual partner regularly relies and may rely). In this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

(3) The limitations of liability described in Par. 2 shall also apply in the case of breaches of duty by or in favor of persons for whose culpability we are responsible in accordance with the statutory provisions. They shall not apply if and when we have fraudulently concealed a defect, or have given a guarantee for the condition of the goods, or with respect to claims of the Purchaser according to the Product Liability Act.

(4) In the case of a breach of duty which does not involve a defect, the Purchaser may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination for the Purchaser (in particular according to §§ 651, 649 BGB (German Civil Code)) is excluded. Apart from that, the statutory requirements and legal consequences shall apply.

§ 8.1 Obligations of the Purchaser

(1) The Purchaser shall be obligated to verify any possible violation of industrial property rights and copyrights which might be caused through placing the order and, where necessary, to draw our attention to the fact that the order refers to parts effectively protected by third party industrial property rights and copyrights. He shall assume liability for all claims which will be asserted against us for this reason by the beneficiary while executing the order and shall indemnify us from any such claims of the beneficiary.

(2) In case the goods are produced in accordance with drawings, models, designs, labels, trademarks or other specifications of the Purchaser, the Purchaser shall indemnify us from any liability relating to the infringement of industrial property rights or copyrights to which we are subject because the goods comply with those specifications. The obligation to indemnify relates to all expenses which are necessarily incurred by us from or in connection with the third party claim.

(3) In the case of deliveries to EU member states, the Purchaser shall be obligated to provide us with his VAT identification number prior to delivery. Otherwise he shall, in addition to the agreed purchase price for our deliveries, be obligated to pay the VAT amount legally owed by us.

(4) If a Purchaser who is domiciled outside the Federal Republic of Germany (extra-territorial customer) or his appointed agent collects goods from our premises and transports or ships them to the external territory, the Purchaser shall provide us with the export certificate required for tax purposes. If this certificate is not provided, the Purchaser shall be required to pay the VAT on the invoice amount at the rate applicable to deliveries within the Federal Republic of Germany.

§ 9 Statute of limitation

(1) By way of derogation from § 438 Sec. 1 No. 3 BGB (German Civil Code), the general limitation period for claims arising from material and legal defects is one year from delivery. If an acceptance has been agreed upon, the limitation period shall commence on the date of acceptance.

(2) However, if the goods concerned are a building or an object that, in accordance with its customary manner of use, has been used in the construction of a building and has caused its defectiveness (building material), the statutory limitation period is 5 years from delivery (§ 438 Sec. 1 No. 2 BGB (German Civil Code)). Further special statutory provisions relating to limitation (in particular § 438 Sec. 1 No. 1, Sec. 3, §§ 444, 479 BGB (German Civil Code)) shall remain unaffected.

(3) The afore-cited limitation periods of commercial law shall also apply with respect to contractual and non-contractual claims for damages of the Purchaser which are based on a defect to the goods, unless the application of the regular statutory limitation (§§ 195, 199 BGB (German Civil Code)) would result in a shorter limitation period in individual cases. Any claims for damages asserted by the Purchaser in accordance with § 8 Sec. 2 Sentence 1 and Sentence 2(a) as well as in accordance with the Product Liability Act shall, however, exclusively be governed by the statutory limitation periods.

§ 9.1 Confidentiality

(1) Each contractual partner shall use all documents (including samples, drawings and other data) and information obtained in the course of the business relationship only for the mutually pursued purposes and shall keep the respective documents and information secret from third parties with the same care as it would in relation to its own documents and information if the other contractual partner designates them as confidential or has an obvious interest in maintaining their secrecy. This obligation shall start on the day on which the documents or information are first received, and it shall end 12 months after the end of the business relationship or the last delivery.

(2) This obligation shall not apply with respect to documents and information which are known to the general public or which have already been known to the contractual partner on the day of receipt thereof, without him being obligated to maintain confidentiality, or which are subsequently submitted by a third party authorized to pass on such documents or information, or which are developed by the receiving contractual partner without using any documents or information of the other contractual partner which are to be kept secret.

§ 10 Choice of law and place of jurisdiction

(1) The present GTCS and the contractual relationship between us and the Purchaser shall be governed by the laws of the Federal Republic of Germany to the exclusion of the International uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CSIG).

(2) If the Purchaser is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also International - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our place of business in Warstein. The same shall apply if the Purchaser is an entrepreneur in the sense of § 14

BGB (German Civil Code). We shall, however, in any case also be entitled to file a suit at the place of performance of the delivery obligation in accordance with the present GTCS or an overriding separate agreement, or at the general place of jurisdiction of the Purchaser. Overriding statutory provisions, in particular with respect to exclusive competences, shall remain unaffected.