

TRAMACO GMBH

General Terms and Conditions of Purchase for Business Dealings with Companies

1. General - Scope

1.1 Products and services may only be ordered pursuant to these Terms and Conditions of Purchase.

They apply to transactions with contractors, legal entities of public law and public law special assets. Our Terms and Conditions of Purchase also apply to the following orders - in particular those placed by telephone - as contractual content without the need for explicit repeat reference thereto.

1.2 Confirmation of order or execution of delivery or rendering of service always means that our General Terms and Conditions of Purchase have been accepted. Acceptance of products or services while aware of conflicting terms and conditions does not constitute acknowledgment of conflicting terms and conditions. Differing conditions on the part of the supplier which we have not acknowledged in writing are non-binding for us, even if we have not expressly objected to them. Even if we refer to a record, which contains General Terms and Conditions of a supplier or a third party, this does not imply any consent to those conditions.

1.3 Individual agreements reached between us and the supplier (including all additional agreements, amendments and modifications) take precedence over these General Terms and Conditions. Subject to evidence to the contrary a written contract or a written confirmation is essential for the content of such agreements. This also shall apply to purchases pursuant to section 2.

2. Ordering, Confirmation

2.1 The supplier is obliged to confirm our orders within a period of eight working days or to carry out the order unreservedly by dispatch of the products (acceptance). A delayed acceptance shall be deemed as a new offer and shall require our acceptance. The receipt of the order confirmation or the products is relevant for an acceptance in time.

2.2 The contract becomes effective upon receipt of the order confirmation from the supplier or upon our acceptance of delivery. If the content of the order confirmation deviates from the content of the order, the supplier must separately and expressly point out a deviating acceptance regarding conclusion of the contract. In this case, a contract is only brought about with our consent.

3. Prices

The agreed prices are fixed prices. Unless otherwise agreed, prices include free delivery to the place of receipt we specify including packaging customary to the trade.

4. Delivery

4.1 Unless a separate agreement is reached in specific individual cases, the place of receipt and fulfillment shall be our factory in Tornesch.

The address is: Lise-Meitner-Allee 8, 25436 Tornesch, Germany. Deliveries by truck will be accepted between 7 am and 3 pm from Monday to Thursday, and between 7 am and 2 pm on Fridays. Inbound deliveries outside of these times will only be accepted the following working day. The supplier shall bear risk and all costs until the products are accepted by our place of receipt. With free delivery to the place of receipt we specify, the supplier shall provide transport insurance for us at no charge. If, by way of exception, it is not a free delivery to the place of receipt we specify, the supplier shall provide the products in good time with due consideration for customary loading and transport times. If delivery ex-works has been arranged, the supplier shall choose the best possible option in terms of transport period and costs. Additional costs that arise from non-adherence to this rule shall be borne by the supplier, if we are able to prove a more favorable transport option.

4.2 Agreed delivery times are binding. Delivery times commence on the date of order. The important factor in terms of adhering to this deadline is the acceptance of the products or rendering of services to/at the place of receipt specified by us. Deliveries earlier than the agreed delivery times are not permitted. The supplier is obliged to immediately inform us in writing upon delivery delays should circumstances occur or become known to him which mean that the delivery time cannot be adhered to. The supplier is obliged to give immediate written notification which must contain the reasons for the delay as well as the anticipated length of the delay. If a delay occurs, the supplier shall be held liable pursuant to legal regulations unless otherwise covered by the following points. The supplier does not reserve the right for self-delivery.

4.3 With on-call deliveries, the delivery times agreed upon are binding according to the same principles and rules as fixed in clause 4.2. Deliveries shall also be made free of charge to the place of receipt specified by us and at the supplier's risk. Delivery calls can also be made by remote data retrieval.

4.4 In case of delay in delivery, we are entitled to claim a contract penalty amounting to 0.5 % maximum 5 % of the respective order value for each commenced week of the delivery delay after prior written notification to the supplier. The contract penalty has to be set off against the compensation by the supplier for damages caused by delay.

4.5 Not agreed excess deliveries give us the right to either take over the excess products by fixing the value date of the invoices or to store the excess products at supplier's cost until said collects the excess products, or to return the excess products at supplier's cost.

4.6 Each shipment is to include two delivery notes. The delivery notes must contain a precise description of the delivery content together with our order, article and VAT-ID numbers. Should the supplier fail to state the aforementioned numbers, we cannot be held accountable for any processing delays resulting therefrom. Once a delivery has been completed, invoices in duplicate shall be immediately submitted to us separately.

4.7 An extended and expanded retention of title on the part of the supplier - in particular the retention of title vis-à-vis supplied products until full payment of all claims resulting from the business relationship as a whole - is excluded.

4.8 Processing, blending or compounding (further processing) of items provided by the supplier shall be carried out for us. In case of further processing of delivered items by us, we are considered as the producer and acquire property of the items at the latest with the further processing in accordance with the legal regulations.

5. Payment Terms

5.1 Without an agreement to the contrary, net payment shall be made within 30 days. Payment made within 14 days will be subject to a discount of 3%. The payment period does not begin until after receipt of the products, including proper delivery notes and invoice. The payments due by us are deemed to be in time with the receipt of the transfer order at our bank.

5.2 Invoices must contain our order, article and VAT-ID number(s). The supplier shall be held accountable for any consequences resulting from non-compliance with this obligation, unless he proves evidence not to be responsible for the consequences.

5.3 On principle, payments are to be made to the supplier. The supplier may only assign his claims or have them collected by a third party with our prior written approval.

5.4 In the case of a faulty delivery, we are entitled to withhold payment proportionally until correct fulfillment has taken place. The time of (full) payment has no influence on our right to complaint and the supplier's warranty.

5.5 We are entitled to offsetting and retention rights to the extent provided for by law. The supplier only can offset claims which are undisputed and legally established.

5.6 Payment does not constitute any form of acknowledgement of the supplier's terms or prices. Price increases require our explicit acknowledgement before becoming effective.

6. Quality Assurance

6.1 The delivered products must correspond to the legal requirements and appropriate regulations and guidelines in force in the supplier's country and at our place of business as well as to all legal requirements for the placing on the EU market and in the European Economic Area. Upon request the supplier shall proof the conformity by submitting appropriate documents. The supplier is obliged to notify us in writing of any usage limitations and declaration obligations for the products supplied.

6.2 The supplied products also have to match exactly the documentation accompanying the order, such as drawings, descriptions, samples and specifications. They must also exactly match the properties and quality requirements set out in the order.

6.3 The supplier is required to carry out quality checks suitable in type and scope and the observance of which we are allowed to monitor by means of suitable measures, e.g. visiting the company during general business hours upon prior appointment.

The supplier is further obliged to produce documentation of conducted checks as to when, how and by whom the delivered items were checked and the results of the quality tests. All of the tests, measurements and check results are to be archived for 10 years. Upon prior appointment we are entitled to inspect and have copied these documents during general business hours. The supplier can refuse to disclose its business secrets.

7. Warranty

7.1 We are obliged to inspect the supplied products for deviations in terms of quantity and for damage within a reasonable period of time. The complaint is deemed timely if received by the supplier within 5 working days from receipt of products at the destination specified in the order and from presentation of the correct documentation required to check the products (in particular the transit document and delivery note), or, in the case of hidden defects, from the time of their discovery.

7.2 We remain entitled to the legal warranty provisions to their full extent. Regardless, upon delivery of defective products, the supplier is obliged at our request to sort out the defective products and to undertake a repair or subsequent delivery within an appropriate deadline set by us. The supplier is obliged to bear all costs that arise from remedying defects or providing replacement deliveries. If a subsequent delivery or repairs are not carried out or not correctly carried out, we are entitled to rescind the contract after setting a deadline. This shall also apply for pending but not yet due deliveries. The right to compensation, especially compensation instead of performance explicitly remains unaffected.

7.3 In urgent cases or in case of imminent danger, we are authorized to perform subsequent improvement ourselves at supplier's cost or to have subsequent improvement performed by third parties after unsuccessful expiry of a short, adequate deadline or without a deadline in urgent cases in consideration of the mutual interest, after having informed the supplier of the circumstances and the planned substitute performance.

7.4 The warranty ends with the expiry of two years from the delivery of the ordered products to the destination we specified. In the case of remedying a fault or providing a replacement delivery, the warranty period is extended by this period but ends 30 months after the first delivery at the latest.

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7.5 Informing the supplier of the defect within the warranty period is sufficient for us to retain our warranty claims.

7.6 If the supplier is informed by us that products are purchased for exportation, the stated place of delivery for this export delivery shall be considered as place of performance and we are entitled to take over the products without checking it and to further forwarding. All deadlines concerning checks and complaints do not commence until the foreign customer is able to check the products but at the earliest with the unloading at the place of performance.

7.7 Unless otherwise regulated in the aforementioned, the warranty shall be based on legal provisions. Expiry of warranty claims is halted from the point in time where notification of defects is submitted and does not begin to run again until after express refusal of the warranty or after the cessation of resulting negotiations.

8. Product Liability / Producer Liability

8.1 The supplier is responsible for all asserted claims by third parties related to personal injuries and material damages which are due to defective product delivered by him and is obliged to release us from the resulting liability at our initial request.

8.2 The supplier is obliged to maintain an adequate product liability insurance. On request the supplier will send us at any time a copy of the product liability insurance policy. Should we be entitled to additional claims for damages as the respective amount covered by the product liability insurance, these shall remain unaffected.

8.3 Should third parties assert claims against us based on strict liability, the supplier is liable towards us to the same extent as if it was directly liable to the third party. The legal requirements of § 254 of the German Civil Code (BGB) (contributory negligence) shall be applied for the damage compensation between us and the supplier. This shall also apply in case of a direct claim against the supplier. Section 7.9 shall apply mutatis mutandis.

8.4 In case we are obliged to perform a recall action towards third parties, the supplier bears all recall related costs. § 254 of the German Civil Code (BGB) shall apply mutatis mutandis.

8.5 We reserve the right to conduct settlements with other injured third parties; the supplier's liability remains unaffected as long as such settlements were necessary for business purposes and the interest of the supplier has been considered adequately.

9. Force majeure

9.1 Should force majeure occur, such as epidemic, pandemics, war or the threat of war, natural catastrophes, transport or operational interruptions or breakdowns, industrial action, a lack of raw materials, foreign exchange hindrances or other similar unexpected supply disruptions, we are released from the obligation to accept for the period of the disruption insofar as the disruption has a considerable influence on receiving the products or services.

9.2 If the events of force majeure are of a temporary nature, we are entitled to demand fulfilment at a later point in time.

9.3 Should the event of force majeure last for more than four months, we are entitled to rescind the contract in part or in full without entitling the supplier to any claims. The enforcement of force majeure must take place within one week of gaining knowledge of the event in question.

10. Suspension of Payment / Insolvency Proceedings

In case one of the contracting parties suspends payments or applies either for the opening of insolvency proceedings over its' assets or judicial or out-of-court settlement proceedings, the other contracting party is entitled to withdraw from the parts of contract not yet fulfilled.

11. Defects of Title / Intellectual Property Rights

11.1 The supplier is liable for intellectual property right violations or intellectual property right applications (intellectual property rights) such as trademark rights resulting from the use of delivered products as stipulated in the contract, unless he proves evidence not to be responsible for the consequences.

11.2 If claims are made against us or our customers by third parties due to a utilization of said intellectual property rights, the supplier is obliged to release us and our customers from these claims upon first written request. The obligation to release and indemnify refers to all expenses for us and our customers, which inevitably result from or are in connection with claims made by third parties. The obligation to release and indemnify shall not apply if the supplier proves not to be responsible for the infringement of intellectual property rights.

11.3 The contractual partners are obliged to immediately inform one another of violation risks that become known and alleged violations and to give one another the opportunity to counteract claims consensually.

11.4 Upon our request the supplier shall be obliged to notify us of the use of published and unpublished own and licensed commercial intellectual property rights and intellectual property right applications in such delivery items.

12. Confidential Information

The supplier is obliged to maintain utmost secrecy with regard to all documentation and data in connection with our order and resulting from the business transaction. Said documentation and data may only be disclosed to third parties with our prior written consent. The obligation to maintain secrecy shall also apply once this contract has been processed; the obligation shall expire if and to the extent that information contained in the documentation and data become known to the general public or was verifiably known to the supplier before placing the respective order.

13. Final Provisions

13.1 The contractual parties observe the relevant data protection regulations.

13.2 Should a provision of these General Terms and Conditions of Purchase be or become ineffective in full or in part, it shall not affect the effectiveness of the remaining provisions. As far as the contract or the General Terms and Conditions of Purchase contain any loopholes, the ineffective provisions are to be replaced by a legally effective regulations, which would have been concluded by the contractual parties in accordance with the economic objectives of this contract and the purpose of these General Terms and Conditions of Purchase, if they had known these loopholes before.

13.3 The relationship between us and the supplier is subject to the law of the Federal Republic of Germany. The United Nations convention on contracts for the international sale of products (CISG) and any other international agreement, even future, inter-state or international agreements shall not apply, even after adoption into German law.

13.4 As long as the supplier is a merchant, at our choice the place of jurisdiction for all disputes arising from the delivery transactions is Hamburg or the supplier's registered office. The place of jurisdiction for claims by the supplier shall be Hamburg exclusively. Legal regulations on exclusive jurisdictions shall not be affected.

Tramaco GmbH

General Terms and Conditions of Sales and Delivery for Business Dealings with Companies

1. General – Scope

1.1 All sales contract conclusions and deliveries are made exclusively on the basis of the following terms and conditions. These terms and conditions shall also be deemed accepted for all subsequent business dealings even if we do not refer explicitly to them in other contracts or during the course of orders by telephone. Should any other terms or conditions apply in an exceptional case - in particular the buyer's terms and conditions of purchase - this requires our explicit written confirmation. If we supply goods, this does not mean that we acknowledge the buyer's terms and conditions; in contrast, the buyer is deemed to have accepted our Terms and Conditions by accepting the goods.

1.2 Our Terms and Conditions of Sales and Delivery only apply to transactions with entrepreneurs, legal entities of public law, and special funds under public law.

2. Conclusion of Contract

2.1 Our offers are non-binding in terms of price, quantity, delivery periods and availability and shall merely be regarded as an invitation for the buyer to submit a binding order. Oral or written orders shall constitute a firm offer which is binding for the buyer for 14 days. The contract becomes effective by our order confirmation (including by email) or by our delivery of the goods ordered.

2.2 Documentation belonging to our non-binding offer such as technical data sheets, weight and dimension specifications, etc., is stated as accurately as possible but only represents approximations and do not constitute binding property information unless it is expressly designated as binding. Contracts shall only be concluded by our order confirmation. The same shall apply if we carry out the order implicitly.

2.3 The object of the contract is solely the sold product with the respectively guaranteed characteristics and features. The goods also are to be seen as free of quality defects subject to § 434 German Civil Code (BGB) especially if they are not appropriate for the customary use and/or show a condition which remains behind customary condition. Public statements, recommendations or advertising do not represent a contractual quality of the goods. The only decisive factor for defect-free goods is the quality agreed upon between the parties. Excess or short deliveries customary in the industry of up to plus/minus 10% are permissible.

3. Prices

3.1 Should we generally reduce or increase our prices in the time between confirming an order and delivery, the price valid on the date of delivery shall apply.

3.2 Price increases in accordance with section 3.1 are permissible if they are based on changes in price-forming factors which occurred unforeseeably after conclusion of the contract and for which we are not responsible; the amount of the price increase must be justified by the change in the price-forming factors and notified to the buyer within a reasonable period.

3.3 In the case of a price increase in accordance with section 3.1, the buyer has the right to rescind the purchase contract. Neither party can derive any rights, in particular claims for damages, therefrom.

3.4 Any changes to customs duties, to other fees pertaining to the goods, and to freight charges occurring after the conclusion of the sales contract shall be credited or charged to the buyer, if the buyer is under a contractual obligation to bear these costs.

4. Payment terms

4.1 Unless otherwise confirmed in writing, invoices are to be paid without deduction within 30 days of the date of invoice. Bills of exchange or cheques will only be accepted for the sake of fulfilment following explicit prior agreement. The buyer shall bear all bank fees.

4.2 In case of delay of payment, the buyer shall pay default interest in the amount of 9 percentage points above the base interest rate. We explicitly reserve the right to claim further damages caused by the delay in payment.

4.3 In the event of a significant deterioration in the financial circumstances of the buyer occurring after the conclusion of a purchase contract jeopardizing the seller's claims, the existence of bill and cheque protests, an application has been made for the opening of insolvency proceedings against the buyer's assets or the buyer becomes insolvent, we are entitled to make further deliveries only against advance payment or securities, irrespective of any payment terms granted. In addition, without prejudice to further rights, we shall be entitled to rescind the contract after expiry of a reasonable grace period for payment or provision of security under threat of refusal. All outstanding invoices shall become due immediately.

4.4 Offsetting against our claims with disputed counterclaims and/or counterclaims, which have not been legally established and/or are not ready for decision is not permitted. The same applies to the exercise of rights to refuse performance and rights of retention. The buyer's rights arising out of this contract may not be assigned to third parties unless otherwise agreed in writing.

5. Delivery time

5.1 Periods and dates for deliveries and services promised by the seller are always only approximate, unless a fixed term or fixed deadline is explicitly confirmed or agreed upon.

5.2 We shall not be liable for the impossibility of delivery, for non-deliveries or for delays in delivery, if these are caused by force majeure or other events not foreseeable at the time the contract was concluded (e.g. epidemics, pandemics, all forms of disruptions in operations, fire, floods, earthquakes, tsunamis, volcanic eruptions, war, difficulties in procuring materials, energy, packaging or transport space, transport delays, strikes, vandalism, lawful lockouts, lack of manpower, energy or raw materials, difficulties in procuring the necessary official permits, measures by public authorities or wrong or delayed delivery by suppliers), for which we are not responsible.

5.3 Due to such circumstances mentioned in section 5.2 affecting the execution of the purchase contract, we are entitled to postpone the delivery by the corresponding time. Both contractual parties are entitled to withdraw from the contract, if circumstances as mentioned in section 5.2 lead to a delivery delay of more than four months. In case the delivery becomes impossible or unreasonable as a result of the circumstances mentioned in section 5.2 for which we are not responsible, we reserve the right to withdraw from the contract in full or in part because of the non-performed part. In this case, the buyer shall not be entitled to any claims for damages resulting from non-delivery against us. Any statutory rights of withdrawal shall remain unaffected by this.

5.4 Section 10 applies to the buyer's damage compensation claims due to delay or impossibility.

6. Assumption of risk

Goods are delivered exclusively at buyer's risk, irrespective of who bears the cost of freight. The risk passes to the buyer at the latest when the goods are handed over (the start of the loading process is the decisive point in time) to the forwarding agent, freight carrier or a third party appointed to carry out the shipment. This shall also apply, if partial deliveries are made or if the seller has taken over other services (e.g., dispatch or installation). If delivery or transfer is delayed due to circumstances caused by the buyer, the risk shall pass to the buyer from the day on which the goods are ready for dispatch and the seller has notified the buyer accordingly.

7. Retention of title

7.1 All goods delivered by us shall remain our property until complete payment of all claims, including future claims, arising from all business relations, including settlement of a current account balance.

7.2 The goods subject to retention of title may not be pledged to third parties nor assigned as security until the secured claims have been paid in full. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if the goods belonging to us are seized by third parties (e.g. by way of attachment).

7.3 Further processing shall be carried out for us as manufacturer within the meaning of § 950 German Civil Code (BGB) without any obligation on our part. If, in the case of §§ 947 para.2 and 948 of the German Civil Code (BGB), one of the buyer's items is the main component, the buyer hereby transfers his co-ownership at a ratio of the invoice value of the goods processed in each case by us to the total value of the main component. If processing is carried out together with third party materials, we acquire co-ownership at a ratio of the invoice value of our goods to that of the other materials. The co-ownership thus acquired shall be deemed reserved goods, which the buyer shall store for us free of charge.

7.4 Reselling goods subject to retention of title is only permitted in the course of normal business and may be prohibited by us in the event of section 4.3. The buyer shall inform us without delay, if third parties gain access to goods and claims belonging to us. Claims from resale are hereby assigned to us in the sum of the outstanding amount until all our invoices have been settled. We hereby accept this assignment. The obligations of the buyer stated in section 7.2 shall also apply in respect of the assigned claims. Should the value of existing collaterals exceed the claims by more than 10% in total, we shall be obliged to release collaterals of our choice at the buyer's request.

8. Intellectual Property

8.1 All knowledge, documents and objects originating from us, such as e.g. formulas and processing information, drawings, samples or models, which we provide to the buyer in connection with our offers and our technical application advice, shall remain in our ownership. We reserve all property rights and related rights in terms of the Copyright Act (Urheberrechtsgesetz) concerning this knowledge, documents and objects. Without our prior written consent, the buyer is not allowed to disclose knowledge, documents or objects to third parties.

8.2 The buyer undertakes not to file an application for property rights relating to the intellectual property rights and related rights mentioned in section 8.1 and not to grant any licences relating to these intellectual property and related rights to third parties or affiliated companies.

9. Warranty

9.1 The buyer is obliged to carefully inspect the goods purchased for defects immediately upon arrival at their destination. Should the buyer discover a defect, he must notify the seller of this immediately, at the latest within 10 working days after receipt of the goods at the place of destination, giving a precise description of the defect. Otherwise, the goods are deemed to have been approved. If the defect was not recognizable upon delivery despite careful inspection of the goods, the defect should be reported immediately, at the latest within 10 days of its discovery.

9.2 The notification of defects as mentioned in section 9.1 has to be submitted in written form.

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9.3 We do not assume any liability after processing of the sold goods and for consequences caused by improper use of the sold goods.

9.4 In case of material defects, we shall, at our discretion, either remedy any defect or deliver defect-free goods (subsequent performance). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. In case of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of subsequent improvement or replacement delivery, the buyer may withdraw from the contract or reduce the purchase price adequately. In the case of an insignificant defect, however, there is no right of withdrawal. If the defect is based on the fault of the seller, the buyer can claim damages under the conditions specified in section 9.1.

9.5 All warranty claims for defects shall be void if the buyer does not give us the opportunity to inspect the identity of the goods complained about and the defects presented on site and does not provide us with samples or specimens immediately upon request. Claims shall also be void if goods processing is not stopped immediately after discovering the defect(s) or our goods are mixed or combined with goods of other origin.

9.6 The buyer's claims shall expire within one year, starting from the transfer of the purchased goods to the buyer. This does not apply to defects fraudulently concealed by us and claims for compensation by the buyer because of injury of life, limb or health or due to grossly negligent or intentionally caused damages. In such cases, the statutory limitation period shall apply.

9.7 Our oral and written advice on technical application is non-binding – also in terms of any third party property rights – and does not release the buyer from inspecting the products we supply for their suitability for the intended processes and purposes as well as their conformity with third party property rights.

10. Compensation for damages

10.1 We shall be liable only in case of intent or gross negligence for claims for damages resulting from culpable acts, irrespective of their legal reason, such as delay, defective or wrong delivery, infringement of duties arising from contractual obligations or infringement of duties during contract negotiations, unlawful act, product liability (excluding liability under the Product Liability Act - Produkthaftungsgesetz). The liability for slight negligence is excluded, unless it constitutes a violation of essential contractual obligations (cardinal duty). The concept of cardinal duties abstractly defines duties, whose proper fulfilment allows the contract performance in the first place and the compliance of which the contractual partner regularly may rely on. In case of a violation of a cardinal duty, the liability is limited to the damage that is typically to be expected upon conclusion of the contract. In case our liability is limited or excluded, this shall also apply to our employees, representatives and agents. The limitations of this section 10 do not apply to our liability for gross negligence or intentional conduct, for guaranteed qualities, injuries to life, body or health or liability pursuant to the Product Liability Act.

10.2 We are not liable for any agreements between the buyer and its buyers which go beyond the statutory warranty claims or any costs arising therefrom.

10.3 We expressly exclude any liability going beyond and above the aforementioned liability provisions.

11. Final provisions

11.1 The contracting parties follow the applicable legal data protection provisions.

11.2 Insofar as the buyer is a merchant, the place of jurisdiction for all disputes arising in connection with this contract is, at our choice, Hamburg or the buyer's registered office. The place of jurisdiction for lawsuits brought by the buyer shall be Hamburg exclusively. Statutory provisions on exclusive competences remain unaffected.

11.3 The relations between us and the buyer are governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as other, including future, inter-state or international agreements shall not apply, even after their adoption into German law.

11.4 Should any of the above provisions be invalid, this shall not affect the validity of the remaining provisions. Insofar as the contract or these General Terms and Conditions of Sales and Delivery contain any loopholes, those legally effective regulations that would have been concluded if the parties had been aware of the loopholes before conclusion, shall be deemed to have been agreed upon on the basis of the economic objectives of the contract and the purpose of these General Terms and Conditions of Sales and Delivery.