

## General terms and conditions

### 1. Scope of application

- 1.1 These General Terms and Conditions of Contract (GTCC) apply to all our business relationships with our customers. The GTCS shall only apply if the customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2 The GTCS apply in particular to contracts for the sale and/or delivery of movable items (goods), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers. Furthermore, the GTCS apply to the provision of all engineering services as well as to services within the scope of employee leasing. Engineering services shall be provided by the specialist departments "Technology/Laboratory" and "Engineering/Design" of KLIN-GER Kempchen GmbH, which shall act as KLIN-GER Engineering in this context.
- 1.3 Unless otherwise agreed, the GTCS in the version valid at the time of the Customer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- 1.4 Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if the customer refers to his General Terms and Conditions in the context of the order and we do not expressly object to them.
- 1.5 Individual agreements and information in our order confirmation shall take precedence over the GTCS.

### 2. Order

Our offers are subject to change and non-binding. Orders, regardless of whether they have been placed with us or our representatives in writing, electronically or verbally, shall be deemed to be a binding contractual offer for us and shall be conclusively binding if and insofar as we confirm them in writing or accept them by sending the goods/rendering the service and sending the invoice. Amendments - also for orders already in progress - and ancillary agreements shall in any case require our written confirmation in order to be effective.

In the case of electronic transmission of an order, the regulation of § 312 e para. 1 sentence 1 no. 1 to 3 BGB (obligations in electronic transactions) is excluded. We are not obliged to confirm receipt of the order by electronic means.

Incoming e-mails received by us on working days between 9:00 a.m. and 5:00 p.m. CET shall be deemed to have been received at 5:00 p.m. CET, unless proof of earlier retrieval is provided. E-mails received by us outside these times shall be deemed to have been received on the next working day at 5 p.m. CET, unless proof of earlier retrieval is provided.

The contractual provisions and the General Terms and Conditions of Business shall only be stored by us in the event of non-individual communication and can then be sent to the customer by e-mail on request.

### 3. Prices for deliveries of goods, invoicing

- 3.1 Unless otherwise agreed, our prices are ex works or ex warehouse, excluding packaging and other expenses plus statutory VAT. In the event of unjustified refusal of acceptance, the customer shall bear the freight costs incurred by us as well as our shipping and handling costs.
- 3.2 We charge the prices valid on the day of dispatch or collection. If the cost factors (prices for raw materials and supplies, wages and freight) which are decisive for pricing change after conclusion of the contract, the price shall be adjusted accordingly.

### 4. Remuneration for services

- 4.1 As a rule, fixed prices are agreed for the individual services. In addition, all services - working hours, travel times and other services including travel and accommodation costs - shall be invoiced on a time and material basis in accordance with the agreed prices and conditions or the prices and conditions listed in our written quotation.
- 4.2 Invoicing shall take place on presentation of our activity reports. The client may only object in writing to the statements made therein within two weeks.
- 4.3 All prices are subject to the statutory value added tax applicable at the time the service is rendered.
- 4.4 Any estimates of expenditure or other price information provided and the price volumes derived therefrom are non-binding.  
The quantities on which an estimate is based are based on an assessment of the required scope of services carried out to the best of our knowledge and taking into account empirical values. If we determine in the course of providing the service that the quantity estimates or price volumes are exceeded, we shall inform the client immediately in writing. The quantity estimates or price volumes shall only be exceeded with the written consent of the client.

- 4.5 If agreed and scheduled services cannot be provided for reasons for which we are not responsible, the waiting/downtime will still be invoiced in the amount of the affected service quotas. If we deploy the employees affected by waiting/downtime elsewhere, the entitlement to remuneration shall be reduced by the revenue generated elsewhere.
- 4.6 The order-related services shall be processed on the basis of data and information provided by the client at the time of the written order. The client is responsible for the accuracy of the data and information and undertakes to update the data and information if deviations arise.
- 4.7 If the desired result is not achieved during order processing through no fault of our own, the service shall nevertheless be deemed to have been provided and must be paid for in full by the client.

### 5. Terms of payment, security, offsetting

- 5.1 Unless otherwise agreed, the invoice amount shall be payable net without deduction within 30 days of the invoice date.  
We grant a 2% discount for payment within 14 days of the invoice date and a 3% discount on the net value of the goods in the case of cash on delivery or payment in advance, unless other claims from deliveries of goods have not been settled at the time of payment. No discount shall be granted for payments by bill of exchange.
- 5.2 If we accept bills of exchange or cheques, this shall only be on account of performance; the debt shall only be discharged when they are honored.  
Discount charges and all costs incurred in connection with the encashment of the bill of exchange and check amount shall be borne by the customer. We accept no liability for timely presentation and protesting. If a bill of exchange of the customer is protested and if a protested bill of exchange is not covered immediately, we shall be entitled to return all bills of exchange still outstanding.
- 5.3 Upon expiry of the payment period stipulated in Clause 4.1, the customer shall be in default. If the customer is in arrears with a payment or if his financial situation deteriorates significantly after conclusion of the contract, whether due to an application for the opening of insolvency proceedings, the opening of composition proceedings, an application for the filing of an affidavit or an arrest warrant or similar, or if there is a risk to the consideration for any other reason, we shall be entitled to demand advance payments or security deposits at our discretion. If our request is not granted, all our claims shall become due immediately. In this case, we shall also be entitled to withdraw from the contract.
- 5.4 In the event of late payment, interest shall be charged at a rate of 8% above the prime rate; we reserve the right to claim further damages. The customer shall be at liberty to prove that we have incurred no loss at all or a lower loss.
- 5.5 The customer may only offset against our claims or assert rights of retention if the counterclaim is undisputed or has been legally established.
- 5.6 Our employees and commercial agents have no authority to collect.

### 6. Delivery and acceptance for deliveries of goods

- 6.1 The delivery period shall be agreed individually or specified by us upon acceptance of the order. The delivery period shall be deemed to have been agreed only approximately. Binding delivery dates must be expressly designated as such in writing.
- 6.2 If the customer is in arrears with a due payment, the provisions of Clause 3.3 shall apply.
- 6.3 The occurrence of our default in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer with a grace period is required. After expiry of this grace period, he may withdraw from the contract to the extent that the goods have not yet been delivered. A full right of withdrawal only exists if the buyer is no longer interested in the previous delivery.
- 6.4 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible, we shall inform the Buyer of this immediately and at the same time notify him of a new expected delivery deadline. The delivery period shall be extended appropriately in the event of force majeure or other unforeseeable, exceptional circumstances for which we are not responsible - irrespective of whether they occur at our premises or those of a subcontractor - e.g. operational disruptions, shortages of labor, energy or raw materials, difficulties in procuring means of transport, traffic disruptions, strikes, lockouts, official measures. If our delivery or service becomes impossible or unreasonable due to the circumstances mentioned, we shall be released from the obligation to deliver.
- 6.5 If we are in default of delivery in other cases, claims for damages according to § 286 BGB (German Civil Code) are excluded due to this default, unless we are guilty of intent or gross negligence. The claim for damages shall be limited to the typically foreseeable damage.
- 6.6 The quantities to be delivered may be exceeded or fallen short of by up to 10% in the case of manufactured goods. When accepting small orders, we reserve the right to charge a minimum invoice amount.

6.7 In the case of orders and/or call-offs whose fulfillment consists of several deliveries, we are entitled to procure the material for the entire order and to produce the entire order quantity immediately. Any change requests by the customer can therefore no longer be taken into account after the order has been placed, unless this has been expressly agreed.

## **7. Shipment, transfer of risk, partial delivery**

- 7.1 Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods will be shipped to another destination.
- 7.2 In the absence of a special agreement, packaging, type of shipment and shipping route shall be at our discretion. Special or other packaging, such as wooden crates, crates, pallets and cardboard boxes, shall be invoiced at cost price and shall not be taken back.
- 7.3 Goods notified as ready for shipment must be collected immediately; otherwise we are entitled to store them at the expense and risk of the customer and to invoice them as delivered ex works.
- 7.4 The risk shall pass to the customer when the goods are handed over to the forwarding agent or carrier, but at the latest when they leave the factory or, if the customer is in default of acceptance, at the time when we have notified the customer that the goods are ready for dispatch.
- 7.5 The customer may not reject partial deliveries.

## **8. Performance of services**

- 8.1 We shall comply with the client's specifications when performing the service and shall provide the service in accordance with the applicable rules of technology and science.
- 8.2 We may use independent subcontractors to perform the services, whereby we shall always remain directly obligated to the client.
- 8.3 Unless expressly agreed otherwise, we shall decide at our own discretion which employees we deploy and reserve the right to replace employees at any time.
- 8.4 The planning of the fulfillment of tasks shall be determined by us in consultation with the client. Even if the service is provided at the client's location, we alone are authorized to issue instructions to our employees. This shall not affect the client's right to issue order-related instructions concerning the work result. Our employees shall not be integrated into the client's operations.
- 8.5 If the service is provided at a location of the client, the client shall create the necessary conditions in good time and in full (workplace, work equipment, computer time, access to hardware and software, etc.).
- 8.6 The client shall support us to the extent necessary in the provision of the service. In particular, it shall provide appropriately qualified personnel for the duration of the project to clarify technical and organizational issues so that continuous project work is guaranteed.
- 8.7 We shall provide the services on the dates agreed with the client in the individual case or within the specified performance periods. Impediments to performance or performance difficulties for which we are not responsible shall lead to a reasonable extension of the performance periods.
- 8.8 Insofar as the client is responsible for delays, in particular by failing to perform obligations incumbent on him despite a written request or by failing to perform them on time, the agreed performance dates shall be postponed and must be redefined by mutual agreement between the parties. The resulting postponements shall not lead to default on our part. The resulting waiting/downtime shall be borne by the client and shall be invoiced at cost. If we deploy the employees or subcontractors affected by waiting/downtime elsewhere, the entitlement to remuneration shall be reduced by the revenue generated elsewhere.
- 8.9 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible, we shall inform the customer of this without delay and at the same time notify the customer of a new expected delivery deadline. The delivery period shall be extended appropriately in the event of force majeure or other unforeseeable, extraordinary circumstances for which we are not responsible - regardless of whether they occur at our premises or those of a subcontractor - e.g. operational disruptions, shortages of labor, energy or raw materials, difficulties in procuring means of transport, traffic disruptions, strikes, lockouts, official measures. If our delivery or service becomes impossible or unreasonable due to the aforementioned circumstances, we shall be released from the delivery obligation.
- 8.10 During the term of the contract, both contracting parties may propose changes to the agreed services in writing at any time, both with regard to various development stages and with regard to the time schedule or in any other way.
- 8.11 In the event of a proposed change by the client, we shall inform the client in writing within five working days whether the change is possible and what effects it will have on this contract, in particular taking into account the timeframe, the additional work involved and the rearrangement of deadlines. Working days are the weekdays from Monday to Friday. The public holidays of the federal state in which the services are to be provided shall apply. The service is primarily provided in the federal state of North Rhine-Westphalia. The client must inform us in writing within a further period of five working days whether he wishes to maintain his proposed amendment or whether he wishes to continue the contract under the old conditions.

- 8.12 In the event of a proposed amendment by us, the client shall inform us within five working days whether it agrees to the amendment.
- 8.13 Insofar as the examination of a proposed amendment represents a not insignificant expense, we may invoice the expense incurred by the examination separately.
- 8.14 As long as the client has not given its consent, the work shall be continued in accordance with the existing contract or interrupted in whole or in part at the written instruction of the client.

## **9. Property rights, tools**

- 9.1 We reserve the right of ownership and copyright to cost estimates, drafts, drawings and other documents as well as work results; they may only be made accessible to third parties with our consent. Drawings and other documents belonging to offers must be returned on request and in any case if the order is not placed with us.
- 9.2 If we have delivered items in accordance with drawings, models, samples and other documents provided by the customer, the customer shall guarantee that the industrial property rights of third parties are not infringed. If third parties prohibit us from manufacturing and delivering such items, in particular by invoking industrial property rights, we shall be entitled to cease all further activities and to demand reimbursement of the costs incurred if the third party can credibly prove that its industrial property right has been infringed, unless the customer can prove that an industrial property right has not been infringed. The customer is obliged to indemnify us against all claims of third parties in connection therewith.
- 9.3 If our goods are delivered abroad, even in processed form, the customer shall indemnify us against all third-party claims for infringement of industrial property rights.
- 9.4 Tools and molds shall remain our exclusive property even if we assume a proportionate share of the costs in view of the design work. We shall have no duty of retention.
- 9.5 We grant the client the non-transferable right to use the work results provided in the area of engineering services for operational purposes without restriction in terms of time, subject matter and territory and without the right to modify them. The client shall not receive any rights of use to the processes and development tools developed and used by us. Details from the order processing may only be used for publications, especially for presentation within social media, with our express written permission.
- 9.6 Graphics, images, drawings, sketches or other information created in the course of order processing may be used by us for marketing purposes or within social media. When used for marketing purposes or within social media, we shall endeavor to avoid a direct and unambiguous reference to the client. If the client is nevertheless named in the case of use for marketing purposes or within social media, we undertake to obtain the written consent of the client.

## **10. Retention of title**

- 10.1 All delivered goods shall remain our property (goods subject to retention of title) until all claims, in particular also the respective trade receivables, to which we are entitled against the customer for whatever legal reason, have been settled, even if payments are made for specially designated claims. If the retention of title hereby expressly agreed is not recognized by the law of the country in which the delivery item is located, or is only recognized if certain conditions are met, the purchaser is obliged to inform us of this at the latest when the contract is concluded. He is obliged to cooperate in all measures (certifications, registrations, etc.) which are necessary to establish the reservation of title or a corresponding customary national security right.
- 10.2 Processing and treatment of the goods subject to retention of title shall be carried out free of charge for us as manufacturer within the meaning of § 950 BGB, without any obligation on our part. The processed goods shall be deemed reserved goods within the meaning of para. 1.
- 10.3 If the goods subject to retention of title are processed, combined or mixed with other goods by the customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires as a result of combination or mixing, the customer hereby assigns to us the (co-)ownership rights to the new stock or item to which he is entitled to the extent of the invoice value of the goods subject to retention of title and shall store them for us free of charge. The same shall apply to the item resulting from the processing, combination or mixing as to the goods subject to retention of title pursuant to no. 1.
- 10.4 The customer may only sell the goods subject to retention of title in the ordinary course of business, under his normal business conditions and as long as he is not in default, provided, however, that he transfers to us all claims arising from the resale in accordance with the provisions of paragraphs 5 to 9 as a substitute for the right of retention of title. He shall not be entitled to dispose of the reserved goods in any other way. In the event of seizure or other measures by third parties, he must inform us immediately and, if necessary, take appropriate immediate measures.
- 10.5 The customer's claims arising from the resale of the reserved goods are hereby assigned to us. We accept the assignment. They shall serve as security to the same extent as the reserved goods.

- 10.6 If the reserved goods are sold by the customer together with other goods not supplied by us, the assignment of the claim arising from the resale shall only apply to the amount of the invoice value of the reserved goods sold in each case.
- 10.7 In the case of the sale of goods in which we have co-ownership shares in accordance with paragraphs 2 to 4, the assignment of the claim shall apply in the amount of these co-ownership shares. In this case, the part of the claim not assigned to us shall first be redeemed by payment of the third-party debtor to the customer.
- 10.8 If the reserved goods are used by the customer to fulfill a contract for work and services or a contract for work and materials, paragraphs 5 and 6 shall apply accordingly to the claim arising from this contract.
- 10.9 The customer is entitled to collect claims arising from the sale in accordance with paragraphs 4 and 8 until we revoke this right, which is permissible at any time. We shall only make use of the right of revocation if our claim appears to us to be at risk or if the customer does not fulfill his obligation towards us.  
Under these conditions, we are also entitled to demand the return of the reserved goods. In case of doubt, taking back the goods shall not be deemed a withdrawal from the contract.
- 10.10 The customer is not authorized to assign the claims in any case. At our request, he shall be obliged to inform his contractual partners immediately of the assignment to us - unless we do so ourselves - and to provide us with the information and documents required for collection.  
If the value of the existing securities exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice at the customer's request.
- 10.11 The customer is obliged to have the reserved goods adequately insured against damage of all kinds at his own expense. The customer hereby assigns to us all claims arising from the insurance policies held; we accept this assignment.

## 11. Warranty claims for material defects

- 11.1 The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below.
- 11.2 The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods. All product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by us (in particular in catalogs or on our website) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not.
- 11.3 In principle, we shall not be liable for defects of which the Buyer is aware or is grossly negligent in not being aware upon conclusion of the contract. Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations. Delivered goods must be inspected immediately for defects. We must be notified immediately in writing of any defects in the goods. In any case, recognizable defects must be reported in writing within 3 working days of delivery and non-recognizable defects within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.
- 11.4 If the goods are defective or if they become defective within the warranty period, we shall - at our discretion - deliver a replacement or repair the goods within a reasonable period to be set by us. Our right to refuse subsequent performance under the statutory conditions remains unaffected. In the case of delivery recourse (§ 478 BGB), the provision of § 439 para. 1 BGB shall apply.  
Warranty claims do not exist if the defect is caused by the fact that
- the delivery item has been handled improperly (e.g. incorrect or too long storage, improper installation) or has not been used in accordance with its intended use and the provisions known to us (e.g. changed operating conditions or other installation locations).
  - the installation location was faulty (e.g. faulty mating surface for seals), improper foreign substances (e.g. sealing media, lubricants) have been used.
- Natural wear and tear is also excluded from the warranty. Subsequent performance does not include the dismantling, removal or dis-installation of the defective item or the installation, fitting or installation of a defect-free item if we were not originally obliged to provide these services. Claims of the buyer for reimbursement of corresponding costs remain unaffected.
- 11.5 We provide a warranty for expansion joints for 8,000 operating hours from commissioning, for a maximum of 18 months from delivery (for delivery within Germany) or for a maximum of 24 months from delivery (for delivery outside Germany). Our information on the object of delivery and service, the intended use etc. (e.g. dimensions, weights, hardness, utility values) are merely descriptions or markings and not guarantees; they are only approximate values; unless otherwise agreed, we reserve the right to deviations customary in the industry.

Properties shall not be deemed guaranteed even if they correspond to the samples supplied by us, which have been tested and approved by the customer for the specific purpose of use. Insignificant deviations from samples or from earlier deliveries or from other information shall not justify any warranty claims, provided that they do not significantly impair the assumed functionality.

- 11.6 If we allow a reasonable period of grace granted to us to expire without having provided a replacement or remedied the defect, if the rectification fails, if we refuse subsequent performance or if subsequent performance is unreasonable for us, the customer may, to the exclusion of all other claims, withdraw from the contract or, at his discretion, demand a reduction in the purchase price and, within the limits specified below, claim damages.
- 11.7 Claims of the Buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a purchase of consumer goods. Claims of the Buyer for damages or reimbursement of futile expenses shall only exist in accordance with the following clauses 10 and 11, even if the goods are defective.

## 12. Termination of service contracts

- 12.1 Notwithstanding the right to terminate the contract without notice, contracts concluded for an indefinite period may be terminated by either party with a notice period of 4 weeks to the end of the month. Contracts with a fixed term can be terminated with the same notice period if this is expressly agreed in the respective individual order. Otherwise, contracts can only be terminated for good cause. Good cause exists in particular if there are facts on the basis of which the terminating party can no longer reasonably be expected to continue the contract, taking into account all the circumstances of the individual case and weighing up the interests of the parties to the contract. If the client terminates the contract without good cause and we accept the termination or if we terminate for good cause for which the client is responsible, we shall retain the full remuneration claim still outstanding or expected for the complete project, reduced by expenses saved. The contracting parties reserve the right to provide evidence of higher or lower damages.
- 12.2 The termination must be in writing.

## 13. Limitation of liability

- 13.1 Unless otherwise stated in these General Terms and Conditions, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 13.2 We shall only be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence on our part or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent whose fault is attributed to us in accordance with the statutory provisions. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability, only
- for damages resulting from injury to life, body or health,
  - for damages arising from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.
- 13.3 The limitations of liability resulting from the above clauses shall also apply to third parties. However, they shall not apply if a guarantee has been given for the quality of the goods and for claims of the customer under the Product Liability Act.
- 13.4 We shall be liable for replacement deliveries and rectification work to the same extent as for the original delivery item; the warranty period shall begin anew for replacement deliveries.

## 14. Statute of limitations

- 14.1 Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 14.2 The above limitation periods of the law on the sale of goods shall also apply to contractual and non-contractual claims for damages of the customer based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.
- 14.3 Other claims for damages on the part of the customer as well as claims under the Product Liability Act shall become statute-barred in accordance with the statutory limitation periods.

## 15. Information and advice

Information on the processing and application possibilities of our products, technical advice and other details are provided to the best of our knowledge, but to the exclusion of any liability.

## **16. Non-competition clause**

During the term of the contract and up to six months after termination of the contract, the contracting parties shall refrain from actively enticing away employees or subcontractors of the other contracting party.

## **17. Confidentiality**

- 17.1 The contracting parties undertake to treat all knowledge of confidential information and trade secrets of the other contracting party obtained in the course of the performance of the contract as confidential for an unlimited period of time, in particular even after termination of the cooperation.
- 17.2 The confidentiality obligation shall not apply to confidential information and trade secrets (i) which were already in the public domain at the time of disclosure or become publicly known thereafter without non-compliance with the above provisions being a contributory cause, (ii) which are expressly disclosed by a contracting party on a non-confidential basis, (iii) which were already in the lawful possession of the other contracting party prior to disclosure, or (iv) which are subsequently disclosed to it by a third party without breach of a confidentiality obligation.

## **18. Place of performance, place of jurisdiction, application of German law**

- 18.1 These General Terms and Conditions and the contractual relationship between us and the Customer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 18.2 If the Customer is a merchant within the meaning 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 registered office in Oberhausen. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB.

## **19. Partial invalidity**

If individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally valid provision which comes closest to the purpose of the invalid provision.

Status: 01. December 2023

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