



## 1. General provisions

- 1.1 These General Terms and Conditions of Purchase (GTCP) shall apply to all business relations with our business partners and suppliers (hereinafter also referred to as “Contractors”), especially to our orders for deliveries and services. They shall become the basis of the contracts concluded with the Contractor. The GTCP shall only apply if the Contractor is an entrepreneur within the meaning of Section 14 *BGB* [German Civil Code], a legal entity under public law or a special fund under public law.
- 1.2 By accepting and executing the order by, the Contractor accepts our GTCP as amended at the time of the order. The GTCP may be viewed at any time on our website (<https://www.alpenhain.de>). Unless otherwise agreed, the GTCP in the version communicated to the Contractor in text form shall apply as a framework agreement, including for similar future contracts without us being required to refer to them again in each individual case.
- 1.3 These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Contractor shall only become part of the contract if and to the extent that we have expressly agreed to their applicability in writing. This requirement of consent shall apply in all cases, even if we accept the Contractor’s deliveries without reservation while being aware of the Contractor’s general terms and conditions.
- 1.4 Individual agreements or framework agreements made with the Contractor on a case-by-case basis (including ancillary agreements, supplements and amendments) shall take precedence over these GTCP in all cases. Subject to proof to the contrary, a written contract and/or our written purchase order, in conjunction with the framework agreement where applicable, shall be authoritative for the content of such agreements.
- 1.5 Legally relevant declarations and notifications by the Contractor with regard to the contract (e.g. setting a deadline, reminder, withdrawal) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further proof, especially if the legitimacy of the declaring party is in doubt, shall remain unaffected.
- 1.6 References to the applicability of statutory provisions shall be for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded in these GTCP.

## 2. Conclusion of contract/ offers

- 2.1 The preparation of quotations or cost estimates for us shall be free of charge. We shall not bear any costs or pay any remuneration for visits, planning and other preliminary services rendered by the Contractor for the submission of offers, unless this has been separately agreed in the individual case.
- 2.2 Verbal orders from us shall be confirmed in writing with our specific order number. This shall also apply to verbal ancillary agreements, amendments or supplements to orders placed or contracts concluded. Our purchase order shall be deemed binding at the earliest upon written submission or confirmation. The Contractor shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise, we shall not be bound by the purchase order. This shall also apply to missing documents or drawings.
- 2.3 The Contractor shall be required to confirm our purchase order in writing within a period of 10 working days or to execute it without reservation by dispatching the goods (acceptance).



- 2.4 Purchase orders and other requests for the conclusion of a contract issued by us, e.g. quantity contracts, shall be subject to an order confirmation (in writing or electronically). As a rule, it shall be issued (for catalogue parts, commercial goods) as soon as possible, but within 10 working days of the date of issue. If the Contractor fails to do so, we shall be entitled to commission third parties when the binding effect expires
- 2.5 If the Contractor reconfirms an order, a quantity contract or other requests from us with amendments or supplements, they shall only become part of the contract if we agree to these amendments or supplements in writing.

### **3. Delivery time and delay in delivery**

- 3.1 The delivery time stated by us in the purchase order shall be binding. If the delivery time is not specified in the purchase order and has not been agreed otherwise, it shall be 4 weeks from the conclusion of the contract. The Contractor shall be obliged to inform us immediately in writing if it is unlikely to be able to meet agreed delivery times for whatever reason. Receipt at the destination shall be decisive for compliance with a delivery date or the delivery period. If formal acceptance is stipulated by law or contractually agreed, it shall be deemed decisive for compliance with agreed dates or deadlines.
- 3.2 If the Contractor fails to perform or fails to perform within the agreed delivery time or if it is in default, our rights, especially to withdrawal and damages, shall be in accordance with the statutory provisions. The regulations set out in point 3.3 shall remain unaffected.
- 3.3 If the Contractor is in default and responsible for such default, we may, in addition to further statutory claims, demand lump-sum compensation for our losses caused by default in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We shall reserve the right to prove that higher losses have occurred. The Contractor shall have the right to prove that no losses or significantly lower losses have occurred.
- 3.4 If delivery is made at an earlier time than agreed, we shall have the right to return the goods at the Contractor's expense if early delivery was not permitted under the agreements.
- 3.5 Partial deliveries shall only be accepted in exceptional cases after prior arrangement. If the Contractor is in default with the delivery of the remaining quantity in such cases, we shall nevertheless be entitled to claims for damages due to the default in accordance with the statutory provisions and, if the remaining quantity is not delivered within a reasonable period of time, we may withdraw from the contract in whole or in part if we are no longer interested in accepting the delivery.

### **4. Performance, delivery, pallet exchange/obligation, place of performance, transfer of risk, default of acceptance, packaging**

- 4.1. Without our prior written consent, the Contractor shall not be entitled to have the work and/or service owed by it carried out by third parties (e.g. subcontractors). The Contractor shall bear the procurement risk for its work and services, unless otherwise agreed in individual cases (e.g. limitation to stock).
- 4.2 Unless otherwise agreed, delivery shall be made to the destination "DDP Lehen Incoterms® 2020" or to another destination specified in the order. In addition to its obligations under "DDP" Incoterms® 2020, the Contractor shall take out transport insurance at its expense, unless otherwise agreed.

The respective place of destination shall also be the place of performance for the delivery and any rectification (obligation to be performed at our place of business). The delivery shall be accompanied by all proofs and documents which the Contractor is required to submit at the same time as the delivery. In particular, the Contractor shall provide each consignment with complete accompanying documents/delivery notes in which the supplier and manufacturer addresses, our order num-



ber, order date, item number and the notified material number of each item from us as well as the quantity and unit shall be listed. Acceptance may be refused if, due to the incompleteness of the accompanying documents/delivery notes, the allocation to our purchase order is not possible or only possible with disproportionate effort.

- 4.3 Unless otherwise agreed, delivery to us shall be made on exchangeable, i.e. clean, as-new, undamaged Euro pallets (80 x 120 cm) suitable for high-shelf storage. Directly upon delivery to us, an obligation to exchange shall apply; a later exchange or a later refund of the pallets shall be excluded.
- 4.4 The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. Insofar as formal acceptance has been agreed, it shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to formal acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or formal acceptance.
- 4.5 The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Contractor shall also expressly offer us its work or service if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 *BGB*). If the contract relates to a specific item (to be made to specification) to be manufactured by the Contractor, the Contractor shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

## **5. Overdelivery/underdelivery**

- 5.1 Underdelivery or overdelivery shall not be permitted without our prior consent. If excess goods are delivered, the purchaser shall be entitled to reject the excess quantity and to return it at the Contractor's expense.
- 5.2 Regarding dimensions, weights and quantities of a delivery, the values determined during the incoming goods inspection shall be binding.

## **6. Pricing/invoice**

- 6.1 The agreed prices shall be fixed prices and binding. They shall be, in accordance with the terms of delivery, delivery free to destination, including freight and packaging costs, plus statutory value added tax. Subsequent unilateral price increases shall not be permitted. If the price is not fixed when the order is placed, it shall be stated to us with the order confirmation at the latest. In this case, the Contractor shall adhere to the market prices customary for the deliveries or services; otherwise, our consent to the price shall be obtained.
- 6.2 Unless otherwise agreed on a case-by-case basis, the price shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all any and ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 6.3 Invoices shall be submitted to us separately from the consignment for each delivery/service. This shall apply to the imports referred to in point 8. A total invoice shall be issued for each order after complete delivery. The invoice shall include the mandatory information required by law as well as the order number, order date, article number and item number of the order.

## **7. Payment, set-off, right of retention**



- 7.1 After receipt of a proper invoice and after complete delivery and service (including any agreed formal acceptance), the agreed price shall be due within 30 days with a 3% cash discount, unless otherwise agreed. The respective amount shall be approved for payment at the earliest on the Tuesday (weekday) following the respective due date. The payment period shall commence on the date of receipt of the invoice, but not before delivery that is completely free of defects and/or formal acceptance, if this has been agreed or is stipulated by law. Payment shall not imply the acknowledgment of the delivery/ service as being in accordance with the contract and free of defects.
- 7.2 If there are delays because an invoice does not contain all invoice data in full and is not verifiable for this or any other reason, the payment period shall not start to run until the invoice has been corrected accordingly by the Contractor.
- 7.3 Our rights of set-off as well as our right to put forward the defence of non-performance of the contract and to withhold payments in whole or in part for this reason if the legal requirements for this are met shall remain reserved. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the Contractor that arise from incomplete or defective performance.
- 7.4 The Contractor shall have a right of set-off or retention only in respect of counterclaims which are undisputed or established as final and absolute.

## **8. Customs duties/ origin of goods**

- 8.1 Customs clearance shall be carried out by the Contractor, unless otherwise agreed.
- 8.2 If rules of origin according to EU preferential trade agreements are to be met for the delivery, the Contractor shall provide the corresponding preference documents, such as a declaration of origin or movement certificate. Otherwise, it shall indicate the non-preferential origin of the delivered goods. If delivery is made of goods covered by bilateral or multilateral preferential trade agreements or if unilateral conditions of origin of a Generalised System of Preferences need to be complied with, such as the REX system, the corresponding registration shall be sufficient.
- 8.3 If the Contractor is required to make declarations about the origin of the goods according to point 8.2, it shall be obliged to enable the customs authorities to check them, to provide information and to provide the necessary confirmations.
- 8.4 The Contractor shall be liable to us for all economic disadvantages resulting from delays or additional costs due to the non-compliance with the conditions set out in point 8.
- 8.5 In cases where customs clearance is carried out by us by agreement, the Contractor shall assist us in reducing customs payments.
- 8.6 The Contractor shall be obliged to check the goods for compliance with the updated EU RoHS Directive on the use, prohibition or restriction of the use of certain hazardous substances and to submit a declaration of conformity at our request.
- 8.7 For all questions arising in connection with customs duties and proofs of origin, the Contractor shall contact our responsible customs officer as part of its contractual duty of care.

## **9. Confidentiality, provision of material and data protection**

- 9.1 The Contractor shall keep confidential all documents provided to it by us, such as drawings, product descriptions, formulations, samples and other materials provided to it for the purpose of submitting quotations and/or executing orders, as well as any other know-how of which it becomes aware during the course of the business relationship, and shall neither provide nor disclose them to third



parties without our express written consent. The Contractor shall also keep confidential all knowledge and results gained through its work, unless they become publicly accessible not due to its own doing. Our property rights to submitted documents and orders shall be preserved. Likewise, the Contractor shall respect copyrights and other industrial property rights. Their use shall only be permitted for the contractually agreed purposes.

- 9.2 The foregoing provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Contractor for production. As long as they are not processed, such items shall be stored separately at the Contractor's expense and insured to a reasonable extent against destruction and loss. Products of the Contractor from documents drafted by us, such as drawings, models and other provided materials or tools manufactured at our request shall not be used by the Contractor itself for purposes other than the contractual purposes, nor shall they be offered or supplied to third parties.
- 9.3 Any processing, mixing or combination (further processing) of provided items by the Contractor shall be carried out for us. The same shall apply if we further process the delivered goods so that we are deemed to be the manufacturer and acquire ownership of the product upon the further processing at the latest in accordance with the statutory provisions.
- 9.4 The Contractor shall be obliged to comply with the respectively applicable provisions of the EU GDPR and German data protection legislation, especially when processing personal data. If the transfer of the personal data provided to it by us to third parties is necessary for the execution of the contract, it shall oblige such third parties to comply with the provisions of data protection law. We shall be entitled to process all data provided to us by the Contractor for the purpose of maintaining the business relationship, taking into account the applicable data protection provisions, also insofar as it concerns personal data.

## 10. Claims for defects, warranty

- 10.1 The Contractor shall owe defect-free deliveries and services. For this purpose, the Contractor shall ensure that the goods/services have the contractually agreed quality and comply with the agreed purpose of use, the current state of the art and the generally recognised technical, occupational and medical safety regulations of authorities and professional associations. They must comply with the relevant statutory provisions, especially environmental protection, hazardous goods and accident prevention regulations, and shall have all the guaranteed characteristics. Deliveries that are subject to the *Lebensmittel- und Bedarfsgegenständegesetz* [German food and consumer goods act] must comply with its requirements. Qualified personnel shall be employed for the services, for whom the Contractor has the necessary certificates of competence, especially if these are required by the authorities for the performance of the services owed.
- 10.2 The Contractor shall ensure that all components for the manufacture of its delivery products are selected in conformity with the REACH guidelines and meet the requirements thereof.
- 10.3 The statutory provisions shall apply to our rights in the event of material defects and defects of title in the services and deliveries provided by the Contractor (especially non-compliance with quality agreements and assurances, incorrect and short delivery as well as improper assembly, defective assembly and operating instructions) and other breaches of duty.
- 10.4 If the commercial duty of inspection and notification of defects according to Section 377 *HGB* [German Commercial Code] applies, we shall submit the notification of defects for obvious defects within five days after delivery. Hidden defects shall be reported within five days after discovery. The inspection shall be carried out within the customary scope, depending on the type and intended use of the delivery.



- 10.5 We shall be entitled to the statutory rights and claims if defects are discovered. If additional warranty claims exist, they shall remain unaffected. If defects are discovered, the Contractor shall owe subsequent performance in accordance with the statutory provisions by remedying the defect, delivering a defect-free item or remanufacturing. The expenses necessary for the purpose of subsequent performance, such as transport, travel, examination, labour and material costs, shall be borne by the Contractor in relation to the place of performance or the final place of shipment known to it. Likewise, the Contractor shall reimburse us for any necessary expenses incurred after the attachment or installation of a part that proves to be defective, for the removal of the defective part and the installation or attachment of a repaired or delivered defect-free item.
- 10.6 In urgent cases, where there is a risk of significant damage, we may, if the Contractor could not be reached, carry out the subsequent performance ourselves or have it carried out by a third party. Further statutory rights and claims based on defects, especially withdrawal from the contract or reduction of the price, damages or damages in lieu of performance or reimbursement of futile expenses shall remain unaffected.
- 10.7 The limitation period for claims based on defects shall be 36 months, unless a longer limitation period is stipulated by law.
- 10.8 The limitation period shall start as from the transfer of risk, in the case of contracts for work and services from final formal acceptance, if such is stipulated by law or agreed.

## **11. Supply chain security, supplier recourse**

- 11.1 The Contractor who produces, stores, transports, delivers or accepts goods on our behalf shall be obliged:
- to produce, store, process or handle the goods at secure operating sites and secure handling locations.
  - to protect the goods from unauthorised access during production, storage, handling or processing, loading and transport.
  - to ensure that the personnel employed for the production, storage, handling or processing, loading, transport and acceptance of such goods are authorised to carry out these tasks.
  - to inform business partners known to it who act on behalf of suppliers, forwarders and customers of ours that they also need to take measures to secure the aforementioned supply chain.
- 11.2 We shall be entitled to our legally stipulated recourse claims within a supply chain (supplier recourse according to Sections 445a, 445b, 478 *BGB*) without restriction in addition to the claims based on defects. In particular, we shall be entitled to demand exactly the type of subsequent performance (repair or replacement) from the Contractor that we owe our customer in the individual case. This shall not restrict our statutory right of choice (Section 439 (1) *BGB*).
- 11.3 Before we acknowledge or fulfil a claim based on defects asserted by our customers (including reimbursement of expenses according to Sections 445a (1), 439 (2) and (3) *BGB*), we shall notify the Contractor and request a written statement, briefly setting out the facts of the case. If there is no substantiated statement provided within a reasonable period of time and if no amicable solution brought about, the claim based on defects actually granted by us shall be deemed to be owed to our customer. In this case, the Contractor shall be obliged to prove the contrary.
- 11.4 Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or by another entrepreneur, e.g. by installation into another product.

## **12. Property rights of third parties**

- 12.1 The Contractor shall be obliged to grant us the rights of use required for the dedicated use of the contractually owed deliveries and services. It shall ensure that we do not infringe copyrights, patents or other industrial property rights of third parties through their contractual use.



12.2 The Contractor shall indemnify us from and against all claims asserted against us for infringement of an industrial property right and shall bear the costs of protecting the rights if such claims are based on a culpable breach of duty by the Contractor. We shall inform it immediately about any claim for infringement of property rights. The Contractor shall inform us immediately if a claim is asserted against it for infringement of property rights which may affect rights of use which it has granted to us in the contract.

### **13. Other liability, non-contractual product liability/ insurance**

13.1 The Contractor's liability for reasons other than those covered by these General Terms and Conditions of Purchase shall be governed by the statutory provisions of the German Civil Code (*BGB*) and the German Commercial Code (*HGB*).

13.2 The Contractor shall indemnify us from and against all claims arising from product liability if they are attributable to a defect in the deliveries and/or services provided by the Contractor as a "manufacturer" or by a supplier legally equivalent to a "manufacturer", but a justified claim is made against us. Under the same conditions, it shall also be liable for losses incurred by us in such cases as a result of precautionary measures that are reasonable and necessary in terms of their nature and scope or as a result of measures ordered by the authorities, e.g. public warnings or recalls. Our right to claim our own damages against the Contractor shall remain unaffected.

13.3 Within the scope of its indemnification obligation, the Contractor shall reimburse expenses according to Sections 683, 670 *BGB* arising from or in connection with a claim by a third party including recall actions carried out by us. We shall inform the Contractor about the content and scope of recall measures, where possible and reasonable, and give it the opportunity to comment. Further statutory claims shall remain unaffected.

13.4 The Contractor undertakes to insure the risks arising for it from contractual liability and non-contractual product liability in the amount of 10 million euros and shall prove this to us on request by submitting its insurance policy.

### **14. Passing on of orders/ assignment/ retention of title**

14.1 The Contractor shall not be entitled to entrust third parties with the execution of orders placed with it or essential parts thereof without our prior written consent.

14.2 The Contractor may assign its claim against us to third parties or have it collected by third parties only with our prior written consent. This shall not apply if the claims are established as final and absolute, recognised by us or undisputed.

14.3 We hereby reject reservation of title regulations of the Contractor, insofar as they go beyond a security provided by simple retention of title. They shall be subject to our prior written agreement in individual cases. Should it nevertheless come about that subcontractors of the Contractor claim property rights, co-ownership rights or liens or have compulsory enforcement measures carried out, we shall assert a claim against the Contractor for any and all losses incurred by us as a result.

### **15. Force majeure**

15.1 In events of force majeure and in case of other impediments for which it is not responsible, such as strikes that are not caused by operational reasons, each contracting party affected by such an impediment shall be entitled to suspend the contractual obligations to be performed by it until the impediment has ended, insofar as they cannot be performed due to the impediment.

15.2 The contracting party invoking an impediment shall provide the other contracting party with all necessary information on the nature and extent of the disruption and its expected duration with-



out being asked to do so. This shall not affect the right of the other contracting party to withdraw from the contract in whole or in part in accordance with the statutory provisions.

## **16. Execution of services/ statutory minimum wage (*MiLoG* [German Act Regulating a General Minimum Wage]), *AentG* [German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany]/ prohibition of illegal employment**

- 16.1 The Contractor shall ensure that it and/or the employees used for the execution of the contract comply with the respective provisions of our plant regulations when providing services on our plant premises. These shall be communicated to it when it carries out its work at the latest. In particular, the existing plant regulations for entering and leaving production sites shall be observed. We shall not assume any liability for accidents that occur due to non-compliance with the plant regulations, unless we are guilty of contributory negligence. The Contractor's statutory liability for vicarious agents in the event of personal injury and damage to property caused by them shall remain unaffected.
- 16.2 The Contractor shall be obliged to ensure that the employees used by it or its subcontractors for the execution of contracts for us receive the statutory minimum wage or, if the services to be rendered fall within the scope of application of a European Posting of Workers Directive and/or the *AentG*, especially in the case of postings from abroad or to abroad, work under the respectively stipulated working conditions, depending on the duration of their deployment. It shall also comply with the other collective bargaining and statutory obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions and to ensure by obtaining evidence that the subcontractors used meet the latest requirements.
- 16.3 If justified claims are asserted against us due to non-compliance with the Contractor's obligations in accordance with point 16.2, the Contractor shall indemnify us and/or reimburse us for the resulting damage or costs recoverable as damages.
- 16.4 Illegal employment or the commissioning of illegal employment of any kind by the Contractor shall not be permitted. It shall also take this into account when selecting its subcontractors and oblige them accordingly.

## **17. Sustainability**

### **17.1 Social standards**

Basic social standards shall apply throughout the entire production chain. This means that production shall take place under humane conditions, including before or next to the final processing stage. We expect the Contractor as well as its sub-suppliers and subcontractors, even if they do not work at the final processing stage, to comply with the International Labour Organization (ILO) standards ([www.ilo.org](http://www.ilo.org)) and the BSCI (Business Social Compliance Initiative) Code of Conduct, as amended from time to time, and that they can provide evidence thereof if required.

The standards to be complied with are outlined below, the more comprehensive and valid basis of which are the official ILO and BSCI standards:

The contractors and the companies in the production chain

- are required to respect internationally recognised human rights. Forced or compulsory labour and precarious employment are not permitted.
- do not permit child labour, neither as direct nor indirect work, and have taken special protective measures for young workers.





- comply with occupational health and safety regulations, reasonable working hours, work-free time and appropriate remuneration.
- respect the freedom of association and the right to collective bargaining.
- are obliged to refrain from any discrimination.
- are required to ensure occupational health and safety.
- ensure that environmental protection is sufficiently and comprehensively guaranteed in all phases of production and that all necessary measures are taken to prevent damage to the environment.
- are required to provide us with accurate information on the compliance with the aforementioned standards to be adhered to during the business relationship with us and shall conduct themselves with integrity and ethics.

### **17.2 Environmental management**

In the spirit of shared environmental responsibility, the Contractor shall maintain an environmental management system in accordance with the EMAS or ISO 14001. The verification of these elements may be part of an audit at the Contractor's premises.

Contractors without the aforementioned certification are required:

- to seek certification
- to maintain a programme for environmental protection
- to know the environmental laws and relevant ordinances and regulations and comply with them
- to obtain information on legal changes
- to document and measure environmental aspects and impacts and derive appropriate improvement programmes from them
- to inform employees about environmentally relevant topics and train them in this regard

It is mandatory for every Contractor to work with certified waste management companies.

### **17.3 Energy management**

Energy efficiency is an essential element in conserving resources and using with them in a sustainable manner.

The Contractor shall strive to establish and maintain a systematic energy management in accordance with ISO 50001 or DIN EN 16247-1 and/or plan activities to improve energy efficiency and reduce consumption.

All non-SMEs (small and medium-sized enterprises) are already obliged to do so by the *Energiedienstleistungsgesetz (EDL-G)* [German energy services act].

When procuring energy services, products, facilities and energy, the Contractor shall be obliged to carry out an internal assessment of energy use for itself and each supplier and to incorporate it into the overall decision and submit it to us.

When acquiring new products, services and facilities that use energy, criteria on energy use, energy consumption and energy efficiency shall be established.

## **18. Place of performance/ place of jurisdiction/ applicable law**



- 18.1 Place of performance for all obligations of the Contractor arising from the contract shall be our registered office (Lehen 24/ Pfaffing), and for the delivery the destination named by us.
- 18.2 Place of jurisdiction shall be the court having jurisdiction at our place of business. We may also, at our discretion, bring an action at the Contractor's place of business.
- 18.3 German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.