

# General Terms and Conditions of Sale (GTC)

of SUCO- Robert Scheuffele GmbH & Co. KG

with its head office in Bietigheim-Bissingen (Germany)



Status: March 2020

## 1. General information

- Our Terms and Conditions of Sale (hereinafter also referred to as "GTCs") shall apply exclusively; we do not recognise any general terms and conditions of the customer which conflict with or deviate from our GTCs, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Sale shall also apply if we carry out the deliveries without reservation in the knowledge that the customer's conditions are contrary to or deviate from our General Terms and Conditions of Sale.
- All agreements made between us and the customer for the purpose of executing a contract are set out in writing in this Contract. Oral collateral agreements were not made.
- Our GTCs only apply to companies in the sense of Section 14 of the German Civil Code (BGB), if the contract is part of the operation of the company, as well as to legal entities under public law and special funds under public law in the sense of Section 310 (1) of the German Civil Code.
- Our GTCs shall also apply to all future transactions with the customer, even if they are not referred to separately.

## 2. Offer and documents

- Our offers are subject to change and non-binding until the order and acceptance within the meaning of section 2.2 have been carried out. They represent - according to their content non-binding - invitations to submit offers (so-called invitatio ad offerendum). This shall also apply to the presentation and advertising of articles on our website and if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form.
- An order placed by the customer is considered a binding offer of contract. We are entitled to accept this offer within two weeks.
- Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the purchaser. An order confirmation created with the aid of an automatic device, in which the signature and name are missing, is considered to be in writing. Insofar as the order confirmation contains obvious mistakes, typing or calculation errors, it is not binding for us.
- Our written order confirmation is decisive for the scope of delivery. Changes to the scope of delivery require our written confirmation to be effective. We reserve the right to make changes to the design and shape of the goods, unless the changes are not substantial and reasonable for the customer.  
We reserve the unrestricted property and copyright exploitation rights to cost estimates, drawings, samples and other documents and information. The documents provided to the customer (e.g. drawings, plans, calculations, references to DIN standards, cost estimates) may only be made accessible to third parties with our prior written consent. At our request, all documents according to 2.1 including all copies must be returned to us, deleted or destroyed if necessary.  
The technical data (including weight and dimensional data) contained herein have been carefully prepared. The same applies to all data in our sales documents. However, such information does not constitute a guarantee promise; guarantee promises require our express written confirmation in any case.
- We reserve the right to make any changes that are in the interest of technical progress even after order confirmation.
- We always supply our centrifugal clutches and brakes as a complete unit. We are only willing to supply the inner part of the clutch (centrifugal weights with hub) in cases where the installation is effectuated between the motor and the gearbox or inside the motor whereby the counterpart is forming a gearbox or motor part. Any other use requires our written consent.

## 3. Prices and terms of payment

- Unless otherwise stated in the order confirmation, our prices are in Euro (€) ex works, including loading at the factory, excluding packaging, freight, transfer, insurance, customs duties and the applicable statutory value added tax.
- Unless otherwise agreed in writing, the prices valid on the day of delivery in accordance with our applicable price list shall apply. When a new catalogue, price list or similar is published, all old prices lose their validity. Orders confirmed by us up to this point in time will be carried out at the agreed prices unless otherwise agreed, whereby orders for which a longer delivery period than 4 months has been agreed or is required may be invoiced at the list prices valid at the time of delivery.
- If the value of goods is less than Euro (€) 50 we charge a one-off surcharge for small quantities of Euro (€) 25.
- Packaging will only be taken back by us if we are obliged to do so by virtue of mandatory legal regulations.
- We reserve the right to change our prices accordingly after a period of 6 weeks from the conclusion of the contract if changes in price factors occur after the conclusion of the contract, in particular due to collective wage agreements or increases in the price of materials. We will provide evidence of this to the customer on request. This does not apply if we are in culpable default of delivery.  
These actions or the seizure of the delivery item by us shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. After taking back the delivery item, we shall be entitled to use it.  
These actions or the seizure of the delivery item by us shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. After taking back the delivery item, we shall be entitled to use it. The proceeds of the sale shall be set off against the liabilities of the customer - less reasonable sales costs.

The sales proceeds are to be offset against the liabilities of the customer - less reasonable sales costs.  
Insofar as the third party is not in a position to reimburse us for the judicial and extra-judicial costs of a lawsuit in accordance with section 771 of the German Civil Procedure Code (ZPO), the customer shall be liable for the loss incurred by us.

- Unless otherwise stated in the order confirmation, the purchase price is due for payment immediately without deduction. The deduction of a discount requires a special written agreement. We reserve the right to demand an appropriate advance payment in the event of extraordinary advance performance. In case of a first-time order we can also send the delivery cash on delivery.
- If no conflicting payment terms have been agreed, default occurs 10 days after the invoice is issued. The statutory default interest rate shall apply; currently 9 percentage points p. a. above the respective base rate. This does not exclude the assertion of damages.
- Bills of exchange and cheques shall only be accepted on account of payment; the costs of discounting and collection shall be borne by the customer. After acceptance of the bills of exchange we are entitled to return them if their acceptance is refused by the Central Banking Institute (Landeszentralbank).
- The customer shall only have the right of set-off if his counterclaims have been legally established, are undisputed, are recognised by us or are based on the same contractual relationship. Furthermore, the customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- If a VAT-exempt delivery or service will occur, the customer shall be obliged to provide the necessary evidence or to cooperate in providing it. For intra-community deliveries in accordance with section 6a of the sales tax law (UStG), the customer must provide his VAT ID number, prove his entrepreneurial status and cooperate in the book and voucher-based proof of export.  
If the exemption from turnover tax is not recognised by the tax authorities, the customer must exempt us from turnover tax, interest, late payment surcharges and other additional costs or pay them to us, unless we are responsible for the non-recognition.  
We are only obliged to lodge an appeal at the request of the customer if the customer, in addition to the exemption according to the above paragraph, makes an appropriate advance payment for the costs of the appeal proceedings.
- If, after acceptance of the order, facts become known to us which give rise to justified doubts about the solvency of the customer, we shall be entitled to demand full payment or appropriate security before delivery or, after unsuccessful setting of a reasonable deadline, to withdraw from the contract.  
In addition to default of payment that has already occurred, proof of a significant deterioration in assets shall be deemed to be, in particular, relevant information corresponding to the diligence of a prudent businessman, provided by bank, credit agency or a company in business relations with the customer.  
If delivery has already taken place, the invoice amounts in question shall become due for payment immediately, irrespective of any agreed terms of payment, if necessary, by returning the acceptances.
- Section 3.11 shall apply accordingly to individual call-offs based on framework agreements. After unsuccessful setting of a deadline according to section 3.11, we may withdraw from the underlying framework contract.
- Payments with debt discharging effect can only be made to the company. Our employees and representatives are not entitled to collect payments without written authorisation.

## 4. Delivery time and delay in delivery

- The delivery period is agreed individually or is specified by us when the order is accepted. If this is not the case, the delivery period is approx. 4 weeks.
- Delivery periods begin with the date of the order confirmation, but not before the timely and proper fulfilment of the obligations of the customer, in particular not before the provision of documents, permits, releases to be obtained by the customer and not before receipt of an agreed down payment.
- The delivery dates stated in the order confirmations are expected deliveries until the last working day of the specified calendar week.
- Delivery periods and dates shall be deemed to have been complied with if the delivery item has left the factory or the distribution centre or readiness for dispatch has been notified by the end of the delivery period. This shall not apply if acceptance is contractually stipulated or if an installation obligation has been agreed.
- In the case of deadlines and delivery dates which are not expressly designated as "fixed" in the order confirmation, the customer may, after they have been exceeded, set us a reasonable grace period for delivery/service. We can only be in default upon expiry of this grace period.
- Subsequent changes requested by the customer interrupt the delivery periods and dates until the final clarification of the requested change. Subsequently, a new reasonable delivery period shall begin to run.
- We shall not be liable for impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of manpower, energy or raw materials, difficulties in procuring necessary official permits, official measures or the failure to deliver, incorrect delivery or delayed delivery of suppliers), for which the seller is not responsible.

If such events make it considerably more difficult or impossible for the Seller to deliver or perform and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended, or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable starting period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration.

- In particular, the non-availability of the service in this sense shall be deemed to be the case of untimely supply on the part of our sub-suppliers, if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault or if we are not obliged to procure the goods/service in an individual case.
- The statutory right of the customer to withdraw from the contract remains unaffected but requires that we are responsible for the delay. Upon our request, the customer is obliged to declare within a reasonable period of time whether he will withdraw from the contract after the expiry of the period of time due to delay in delivery and/or demand damages in lieu of performance or reimbursement of expenses or whether he will insist on delivery.
- If dispatch is delayed at the request of the customer or due to circumstances for which the customer is responsible, we shall charge the customer for the costs incurred by storage - beginning 1 month after notification of readiness for dispatch. However, after setting and expiration of a reasonable period of time and after a corresponding advance notice, we are entitled to dispose otherwise of the delivery item and to deliver to the customer within a reasonably extended period of time.
- Our deliveries shall be made at the expense of the customer even in the event of default.
- If we have concluded a framework agreement with the customer for future deliveries with fixed delivery dates and the customer does not call off the goods in good time and/or in full, we shall be entitled, after the unsuccessful expiry of a reasonable period of grace, to deliver and invoice the goods, to withdraw from the contract or, if the customer has acted culpably, to claim damages in lieu of performance.
- If no fixed delivery dates have been agreed in a framework agreement for future deliveries, the customer must accept all goods within 12 months from the date of the order confirmation. If the customer does not accept the goods in full within the twelve-month acceptance period, we shall be entitled, after a reasonable grace period has expired without result, to deliver and invoice the goods, to withdraw from the contract or, if the customer has acted culpably, to claim damages in lieu of performance.
- If we agree in writing to an extension of the acceptance period, a new determination of the quantity discounts for the entire blanket order will be set retroactively according to the number of items accepted in due time.
- If we agree in writing to an extension of the acceptance period, we shall be entitled to increase the prices for future deliveries under the framework order in an appropriate manner if price factors increase due to the extension of the acceptance period, in particular due to collective agreements or increases in the price of materials. We will provide evidence of this to the customer on request.

## 5. Delivery, transfer of risk and dispatch

- Partial deliveries are permissible to a reasonable extent. Any additional costs arising from this shall be borne by us, unless the partial delivery is made at the request of the customer.
- The risk is transferred 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 the distribution warehouse. This shall also apply if freight-free delivery has been agreed. The dispatch is carried out on behalf of the customer.
- If dispatch is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer on the day of readiness for dispatch. However, we shall be obliged to arrange the insurance policies requested by the customer at the latter's request and expense.
- At the request of the customer, we will insure the consignment at his expense against theft, breakage, transport, fire and water damages and other insurable risks.
- Delivered goods are to be accepted by the customer without prejudice to his claims for defects, even if they have insignificant defects.

## 6. Retention of title

- We reserve ownership of the delivery item until receipt of all payments arising from the business relationship with the customer. If the customer acts in breach of contract, in particular in case of default of payment, we are entitled to take back the delivery item. In this case, the customer must grant us, or a person authorised by us, immediate access to the goods subject to retention of title and surrender them. The taking back or assertion of the retention of title does not require a withdrawal by us.
- The customer is obliged to treat the delivery item with care and, at our request, to insure it sufficiently against damage for the duration of the retention of title. The customer hereby assigns to us any claims against the insurance company.

- 6.3 In the event of seizure or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with section 771 of the German Civil Procedure Code (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extra-judicial costs of a lawsuit in accordance with section 771 ZPO, the customer shall be liable for the loss incurred by us.
- 6.4 The customer is entitled to resell the delivery item in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) which accrue to him from the resale against his customers or third parties, irrespective of whether the delivery item has been resold without or after its processing. The customer remains authorised to collect these claims even after the assignment; our authority to collect the claim ourselves remains unaffected. We undertake, however, not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended. If the obligation to not collect the debt ceases to apply, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.
- 6.5 The processing or transformation of the delivery item by the customer is always carried out for us. If the delivery item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the delivery item to the other processed items at the time of processing. To the object resulting from the processing the same applies as to the object delivered under reservation.
- 6.6 If the delivery item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the delivery item to the other mixed items at the time of mixing.
- If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is deemed to be agreed that the customer shall transfer proportional co-ownership to us. The customer shall keep the sole or co-ownership thus created in safe custody for us.
- 6.7 In order to secure our claim, the customer also assigns all claims, including ancillary rights, to which he is entitled against third parties, which accrue to him by connecting the delivery item with a piece of land.
- 6.8 We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realisable value of our securities exceeds the claims to be secured by more than 15%; the selection of the securities to be released is at our discretion.
- 6.9 The customer agrees that the retention of title, if required by law, will be reported to the competent authority (notary, court, etc.) at his expense and, if necessary, registered.
- 6.10 If the law in whose area the delivery item is located does not permit retention of title, we may exercise all rights that we can reserve in relation to the delivery item. The customer is obliged to cooperate in measures which we wish to take to protect our right of ownership or, in its place, another security interest on the delivery item.

## **7 Material defects and defects of title**

- 7.1 For the rights of the buyer in the case of material defects and defects of title (including wrong and short delivery as well as improper assembly or defective assembly instructions) the legal regulations apply, unless otherwise specified below. In all cases, the statutory special provisions shall remain unaffected in the case of final delivery of the unprocessed goods or processing of the goods in accordance with their intended purpose to a consumer, even if the consumer has processed them further (supplier recourse according to sections 478 of the German Civil Code. Claims from supplier recourse are excluded if the defective goods have not been further processed as intended by the purchaser or another entrepreneur, e.g. by installation in another product.
- 7.2 The customer's right of recourse against us in accordance with section 478 BGB German Civil Code shall only exist insofar as the customer has not made any agreements with his client that go beyond the statutory claims for defects. If a claim is asserted against the customer due to a defect in the newly manufactured delivery item, the customer is obliged to inform us of this immediately. He must obligate his clients accordingly, if they are entrepreneurs. We reserve the right to fulfil the claims asserted by those clients against the customer through self-contracting. In this case, the fulfilment of the claims of those clients shall be considered as fulfilment of any claims of the customer.
- 7.3 The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions that are the subject of the individual contract are considered to be an agreement on the quality of the goods.
- 7.4 Public statements of a manufacturer or other third parties (e.g. advertising statements) about parts/products which we install unchanged in our goods or which we resell unchanged do not constitute an agreement on quality between us and the customer. We assume no liability for these statements.
- 7.5 The customer's claims for defects presuppose that he has fulfilled his statutory obligations to examine and give notice of defects (sections 377, 381 of the German Commercial Code, (HGB)). If a defect is revealed during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be reported within 10 days of receipt. In the event of defects that are not recognisable during inspection, the customer shall notify us in writing within the same period of time after discovery, stating or describing the defect. If the customer fails to carry out the proper inspection and/or notification of defects, our liability for a defect not notified or not timely or not properly notified is excluded in accordance with the statutory provisions.

- 7.6 Within the scope of the notification of defects and apart from this notification, the customer is obliged to inform us of the application with the necessary parameters. These are in particular the environmental conditions of the goods, the medium in which the goods are used and the operating conditions of the medium.
- 7.7 If the delivered item is defective, we may initially choose whether we provide cure by remedying the defect (rectification of defects) or by delivering a thing free of defects (replacement delivery). Our right to refuse to providing cure under the statutory conditions remains unaffected.
- 7.8 We are entitled to make the cure owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- 7.9 The customer shall give us the time and opportunity necessary for the cure owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective goods to us in accordance with the statutory provisions.
- 7.10 We shall bear or reimburse the expenses necessary for the purpose of inspection and cure, in particular transport, travel, labour and material costs and, if applicable, removal and fitting costs - insofar as the goods have been installed according to their type and intended purpose - in accordance with the statutory provisions if there is actually a defect. Otherwise, we can demand reimbursement from the customer of the costs incurred as a result of the unjustified demand for the remedying of defects (in particular testing and transport costs). The rights of the customer are excluded if he is aware of the defect when installing or attaching the defective goods and/or the defect is due to improper installation of or handling with the goods or to a handling contrary to the intended purpose.
- 7.11 If a defect has remained unknown to the customer due to its gross negligence, we shall only bear the necessary expenses if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item.
- 7.12 In the event that the goods have to be removed and installed at our expense in order to remedy the defect, we have the right to choose between reimbursing the reasonable costs for this or instead carrying out the removal and installation ourselves and at our own expense.
- 7.13 Should the customer carry out the removal and installation himself or have it carried out and we are obliged to reimburse expenses, he must first obtain several offers or ask us for an alternative offer before placing the order.
- 7.14 If the cure provided by us has failed or if a reasonable period of time to be set by the customer for cure has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.
- 7.15 In urgent cases, e.g. if operational safety is endangered or in order to prevent disproportionate damage, the customer has the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this. We are to be informed immediately, if possible, prior to any such self-performance. The right of self-performance does not exist if we would be entitled to refuse a corresponding cure according to the statutory provisions.
- 7.16 If cure is only possible at disproportionate cost, we reserve the right to raise the objection of disproportionality and to reject the cure.
- 7.17 In individual cases, due to special interests and needs of the individual case within the scope of the entrepreneurial business transactions (due to the special nature of the goods and the high and disproportionate expenditure of time and costs for installation and removing), we can exceptionally refuse to bear the removing and fitting costs if these are unreasonable and therefore disproportionately high. If such a refusal is unreasonable, we may reasonably limit the necessary expenses in this individual case.
- 7.18 Replaced parts shall become our property and shall be returned to us.
- 7.19 Claims of the buyer for damages or compensation for futile expenditure (excluding removal and fitting costs) shall also exist in the case of defects in other respects only in accordance with Section 8 and shall otherwise be excluded.

## **8 Liability**

- 8.1 We shall be liable in accordance with the statutory provisions insofar as the customer claims damages or reimbursement of expenses (hereinafter referred to as "Claims for damages"), which are based on intent or gross negligence - including intent or gross negligence of our representatives or persons used to perform an obligation. Furthermore, we shall be liable in accordance with the statutory provisions if we have culpably breached an essential contractual obligation, as well as in cases of injury to life, body or health and insofar as we have assumed guarantees.
- 8.2 Compensation for damages for the breach of a material contractual obligation is limited to the foreseeable, typically occurring damage, provided that there is no intent or gross negligence and provided that there is no liability for injury to life, body or health or from guarantees assumed.
- 8.3 Otherwise, liability for damages is excluded, irrespective of the legal nature of the asserted claim.
- 8.4 The mandatory provisions of the Product Liability Act remain unaffected.
- 8.5 If our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and persons used to perform an obligation.

## **9 Statute of limitations**

- 9.1 Notwithstanding Section 438 Para. 1 No. 3 German Civil Code, the general limitation period for claims arising from material defects and legal defects is 12 months from the passing of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. This does not apply insofar as these are based on intentional or grossly negligent behaviour attributable to us or insofar as longer periods are prescribed by law in accordance with Sections 438 Para. 1 No. 2 (buildings, things for buildings), 478 Para. 1 (claims under a right of recourse), 634 a Para. 1 No. 2 (building defects) German Civil Code.
- 9.2 Other statutory special regulations on the statute of limitations (in particular Section 438 para. 1 no. 1, para. 3, Sections 444, 445b German Civil Code) remain unaffected.
- 9.3 The aforementioned limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code) would lead to a shorter limitation period in individual cases. However, claims for damages by the customer due to intent and gross negligence, for damages resulting from injury to life, limb or health and under the Product Liability Act shall be subject to the statutory limitation periods.

## **10 Delivery of software**

- 10.1 When software is delivered, the customer is granted a non-exclusive and non-transferable right to use the software and the associated documentation for the operation of the goods for which the software is supplied. Apart from a backup copy, the customer may not make any duplication. Copyright notices, serial numbers and other features serving to identify the software may not be removed or changed.
- 10.2 The customer is obliged to take suitable precautions to prevent unauthorised access to the software and the documentation by third parties. He shall store the delivered original data carriers as well as the backup copies in a place secured against unauthorised access by third parties. Its employees are to be expressly informed of compliance with these GTCs and the provisions of copyright law.
- 10.3 Our liability for the loss or alteration of data is limited to the typical restoration effort that would have been required if back-up copies had been made regularly and in accordance with the risk.

## **11 Amendments to the General Terms and Conditions of Sale**

- 11.1 We shall be entitled to amend these General Terms and Conditions insofar as essential provisions of the contractual relationship remain unaffected by this, the amendment is necessary to adapt to developments which were not foreseeable at the time of conclusion of the contract and whose non-consideration would noticeably disturb the balance of the contractual relationship. "Essential provisions" in this sense are, in particular, those concerning the type and scope of the contractually agreed subject matter of the service and the term including the provisions on termination.
- 11.2 Furthermore, we are entitled to adapt or supplement the GTCs insofar as this is necessary to eliminate difficulties in the execution of the contract due to regulatory gaps in the provisions that have arisen after the conclusion of the contract. This may in particular be the case if one or more clauses of these GTCs have been declared invalid in whole or in part by courts of law.
- 11.3 We shall notify the customer of any intended changes to the GTCs according to the aforementioned clauses 11.1 and 11.2 by e-mail to the e-mail address provided by the purchaser at least 6 weeks before they take effect. The purchaser has a special termination right at the time the changes take effect. If the purchaser does not give written notice of termination within 6 weeks of receipt of the notification of change, the changes shall become part of the contract at the time they take effect. The purchaser will be specifically informed of this consequence in the notification of change.

## **12 Place of performance, legal venue and applicable law**

- 12.1 The transfer of rights and obligations of the customer to third parties is only possible with our written consent.
- 12.2 The place of performance for the delivery is the manufacturing plant or our distribution warehouse. The place of performance for payment is our place of business.
- 12.3 If the customer is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, in the event of any disputes arising directly or indirectly from the contractual relationship, Heilbronn shall be the exclusive - also international - legal venue for all disputes arising directly or indirectly from the contractual relationship. The same applies if the customer is an entrepreneur as defined by Section 14 German Civil Code. In all cases, however, we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or with a prior individual agreement or at the general place of jurisdiction of the customer.
- 12.4 The contract is subject to the law of the Federal Republic of Germany and the rules of private international law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).