



**1. General Comments, Scope**

- 1.1 These General Terms and Conditions of Sales (AVB) apply to all our business relationships with our customers, hereafter referred to as "Client". The AVB shall only apply if the Client is an entrepreneur, ie if, at the conclusion of a transaction, he acts in the exercise of his commercial occupation or self-employment, or a legal entity under public law or a separate fund under public law.
- 1.2 The AVB shall apply in particular to contracts concerning the sale and/or delivery of movable items (hereafter also referred to as "Goods"), irrespective of whether we manufacture said Goods ourselves or purchase them from suppliers, ie regardless of whether the contract is to be judged in accordance with § 433 BGB, § 651 BGB (BGB = Civil Code) or other rules. The AVB in the form valid at any given time are also to be regarded as a framework agreement for future contracts concerning the sale and/or delivery of movable items with the same Client, without it being necessary for us to explicitly refer to them again in each individual case.
- 1.3 Our AVB apply exclusively. Any deviating, conflicting or complementary Terms and Conditions of the Client shall only become a constituent part of the contract if and to the extent that we have explicitly consented to their validity. This consent requirement applies in all cases, in particular when we, knowing the Client's AVB, make the delivery to it without reservation.
- 1.4 Individual agreements concluded with the Client in a particular case (including side agreements, supplements and amendments), shall always take priority over these AVB. A written contract or our written confirmation is the decisive factor regarding the contents of such agreements. Agreements may also come into being through telecommunication (fax, email) if our declaration of intent bears the signature of either our Managing Director or of two persons who have been granted sufficient authorisation, at the very least powers of attorney for the particular case.
- 1.5 Legally relevant declarations and notifications that are to be submitted to us by the Client after the conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of rescission or reduction) require the written form in order to become effective.
- 1.6 Pointers to the validity of statutory regulations have only an explanatory significance. The statutory regulations therefore also apply without such an explanatory comment inasmuch as they have not been directly amended or explicitly excluded in these AVB.

**2. Basis of Contract and Conclusion of Contract**

- 2.1 Our offers are subject to confirmation and non-binding. This also applies in cases in which we have supplied the Client with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN-Standards) or any other product descriptions or documentation – also in electronic form – in which we have reserved our rights of ownership and copyright.
- 2.2 The ordering of the Goods on the part of the Client is considered to be a binding contractual offer.
- 2.3 The acceptance may be declared either in writing (e.g. Order Confirmation) or by the delivery of the Goods to the Client.
- 2.4 Should the Client be of the opinion that, where an order confirmation has been issued, our confirmation deviates from its order or from previously concluded agreements, the Client must lodge a written objection without delay, otherwise our letter of confirmation shall be considered to have been approved.
- 2.5 The measurements, performance and weights quoted in our offers and confirmations are to be regarded as approximate. Any photographs or illustrations do not depict the object of sale. Deviations from the object actually sold may occur in details. We reserve the right to make amendments that have their justification in the constant further development and perfecting of our products.
- 2.6 Should the Client have reserved the right to undertake the final stipulations pertaining to form, dimensions and other similar properties and conditions, it is obliged to make this reserved stipulation. Should it, despite having been issued with a reminder, fail to make this stipulation, we are entitled to decide at our own discretion.
- 2.7 Orders pertaining to Dula accessories are, as a general principle, only carried out in accordance with the standard packages/packaging units quoted in the catalogue. In the event of orders that deviate from this, we reserve the right to increase these accordingly or to levy a surcharge for special forms of packaging.

**3. Delivery Period and Delivery Delays**

- 3.1 The delivery period is agreed upon individually or will be indicated by us upon acceptance of the order.
- 3.2 Inasmuch as we are, for reasons for which we bear no responsibility, unable to adhere to binding delivery periods (service not available), we will inform the Client accordingly without delay and at the same time inform it as to the foreseeable new date of delivery. Should the service in question still not be available within the new delivery period, we shall be entitled to rescind the contract either in part or entirely; in such a case we will refund without delay any return service that has already been performed by the Client. A case of non-availability of the service in the sense of the above is considered in particular to be given when we have ourselves not been punctually supplied by our own supplier, should we have concluded a congruent coverage contract. Our statutory rights of rescission and cancellation and the statutory regulations pertaining to the implementation of the contract in the event of the exclusion of the performance obligation (e.g. impossibility or unreasonableness of the performance and/or subsequent fulfillment) shall remain unaffected by this. The rescission and cancellation rights of the Client in accordance with Figures 7 and 8 of these AVB also remain unaffected.

3.3 A case of delayed delivery on our part shall be deemed to have occurred according to the statutory obligations. In all cases, however, a written admonition from the Client is required.

3.4 Inasmuch as the Goods, upon having been manufactured, cannot be delivered immediately for reasons for which we bear no responsibility, the Client shall bear the risk from the day of manufacture onwards. Any storage costs that might be incurred are to be borne by the Client. We will be charging 1% of the net invoice amounts per month as storage costs. We also reserve the right to invoice further storage costs.

**4. Delivery, Transfer of Risk, Inspection, Transport, Dispatch**

4.1 Delivery shall be ex works, which shall also be the place of fulfillment. At the request and expense of the Client, the Goods will be dispatched to a different destination (Sale to Destination). Inasmuch as nothing else has been agreed upon, we are entitled to decide ourselves upon the nature of the dispatch (in particular the transport company, dispatch route and packaging). All costs incurred in connection with the dispatch are to be borne by the Client. The Client is also responsible for, among other things, providing appropriate insurance cover, i.e. it is to conclude appropriate agreements at its own costs.

4.2 The danger of accidental loss and of accidental deterioration of the Goods shall transfer to the Client at the latest when they are handed over. In the event of a Sale to Destination, however, the risks of accidental loss and accidental deterioration as well as the risk of delay shall already be transferred to the Client when the Goods leave our premises, at the very latest upon the supply of the Goods to the forwarding agent, carrier or any other person or institution commissioned with the execution of the dispatch. Inasmuch as a final inspection has been agreed upon, then this shall be defining for the transfer of the risk. In addition, the statutory regulations of the contract-for-work legislation shall also apply to an agreed final inspection accordingly. The handing over or inspection are deemed as having taken place if the Client is in default of acceptance.

4.3 Should the Client be in default of acceptance, fail to perform an act of cooperation or should the delivery be delayed for any other reasons for which the Client bears the responsibility, we shall be entitled to demand compensation for any damage we incur as a result, including extra expenditure (e.g. storage costs). For this, we shall charge a flat-rate payment of 1% of the net invoice amount per month, beginning with the start of the delivery period or, should there be no delivery period, with the notification of the readiness of the Goods for transportation. The proof of greater damage and our statutory claims (in particular reimbursement of extra expenditure, adequate compensation, cancellation) shall remain unaffected; the flat-rate is, however, to be offset against any further-reaching claims. The Client is granted the right to provide proof that we have suffered no or only a negligible amount of damage above and beyond the said flat-rate.

4.4 We do not assume any liability for transport damage. Such damages to be reported to the transport company immediately upon receipt of the Goods. Any short quantities must be confirmed by the transport company in writing. The Client is responsible for ensuring that an appropriate inspection of incoming goods takes place.

**5. Price Conditions**

- 5.1 Inasmuch as nothing else has been agreed upon in an individual case, our prices valid at the time of the conclusion of the contract, ex works/warehouse plus the statutory rate of VAT and including normal packaging, are applicable. Costs for any particular packaging requirements will be agreed and invoiced separately.
- 5.2 In the event of a Sale to Destination (§ 4, para. 1) the Client shall bear the transport costs ex works/warehouse and the costs of any transport insurance desired by the Client. Any customs duties, fees, taxes or other public expenses will be borne by the Client. Transport packing and any other forms of packaging, inasmuch as these are rendered necessary by the circumstance that, at the purchaser's request, the Goods are to be dispatched to a destination other than the place of fulfillment named in Figure 4.1., will not be taken back by us but become the property of the purchaser. Otherwise the regulations of the packaging ordinance shall apply, whereby the costs incurred in connection with disposal are to be borne by the purchaser, as these have not been included in the price calculation.
- 5.3 We are entitled to undertake a price adjustment should our primary costs (raw material prices, salary costs, interest charges) increase by more than 1%. Inasmuch as the Goods are to be delivered within 6 months of the conclusion of the contract, a price adjustment is not possible. This does not apply, however, to increases in the statutory rate of VAT. These are possible at any time.
- 5.4 For small orders with a nominal value of up to € 200.00 we shall levy a handling charge of € 20.00, inasmuch as nothing else has been agreed upon.
- 5.5 Customs duties, consular fees and any other taxes, duties or fees levied on the basis of legal stipulations outside the realm of the Federal Republic of Germany plus any costs incurred in this connection are to be borne by the Client. For deliveries including customs duties or other duties, the prices quoted are based on the rates valid at the time when the offer was submitted. The true costs actually incurred will then be charged. Any VAT incurred will be charged separately.
- 5.6 We are only then obliged to observe foreign packaging, weighing and customs regulations if the Client provides us with exact information in good time. The extra costs incurred in this connection are to be borne by the Client.

**6. Terms of Payment**

- 6.1 Unless otherwise agreed, payments are to be made net cash within 8 days of the date of the invoice.
- 6.2 Any discount deduction agreed upon is not permissible, inasmuch as other, older due liabilities, including ones from other orders, are still outstanding.
- 6.3 The Client shall be deemed to be in default upon the expiry of the payment deadlines quoted above. For the time of the default, interest is to be charged upon the purchasing price according to the statutory rate of default interest valid at the given time. We reserve the right to enforce further-reaching claims. With regards to businessmen, our entitlement to the commercial default interest (§ 353 HGB = Commercial Code) shall remain unaffected. Following this, if our contract partner is a businessman we shall be entitled to demand interest from the due date for our claim under a bilateral commercial transaction.
- 6.4 The Client shall only be entitled to enforce rights of off-setting or retention inasmuch as a claim has been legally established or is undisputed. In the event of defects in the delivery, Figure 7.6, shall remain unaffected.
- 6.5 If, after the contract has been concluded, it should become apparent that our entitlement to the purchasing price is endangered due to a lack of performance capability on the part of the Client, we shall be entitled to demand immediate payment of the full amount still outstanding. In such a case we shall also be entitled to interrupt the processing of all orders until such time as the purchasing price agreed upon has been paid in full. Should the person ordering the Goods fail to comply with our demand for the immediate payment in full of the still outstanding purchasing price, then we shall be able to rescind the contract. In the case of contracts pertaining to the manufacturing of non-substitutable items (e.g. individual construction) we shall be entitled to declare our immediate rescission.

**7. Warranty**

- 7.1 Regarding the rights of the Client in the event of both material and legal defects (including wrong and short deliveries as well as improper assembly or inadequate assembly instructions) the statutory regulations shall apply inasmuch as nothing to the contrary has been stipulated in the following. In all events the statutory special provisions regarding the final delivery of the Goods to a consumer, ie in case of so-called entrepreneur's recourse in accordance with §§ 478, 479 BGB. Claims for reimbursement of expenses that exist insofar shall become statute-barred in two years from delivery of the Goods, whereby the entrepreneur's statute of limitations against his suppliers for the defect of a newly manufactured thing sold to a consumer shall occur at the earliest two months after the time in which the entrepreneur fulfilled the consumer's claims. This suspension of the running of the period shall end at the latest five years after the time at which the supplier delivered the Goods to the entrepreneur.
- 7.2 The basis of our liability for defects is the agreements regarding the quality of the Goods. Decisive for this are all product descriptions that are a part of the individual contract concerned.
- 7.3 Inasmuch as the qualities have not been agreed upon, the question as to whether the Goods are defective or not is to be judged in accordance with the statutory regulations. Goods are free from defects if they are suitable for the purpose required in accordance with the contract, otherwise if they are suitable for the standard use and have a property that is usual in Goods of the same type and that the buyer can expect in accordance with the type of Goods. We shall not be assuming any liability for public statements made by the manufacturer or any other third party (e.g. advertising claims).
- 7.4 The deficiency claims of the Client are dependent on its having complied with its statutory obligation to inspect the Goods and serve notice of any defects (§§ 377, 381 HGB). In the event that the sale is a commercial transaction for both parties to the contract, the buyer shall inspect the Goods immediately after we have delivered them, insofar as this is feasible in accordance with the orderly course of business and, if a defect is found, shall notify us immediately. Failing this, the Goods will be regarded as approved, unless the defect is one that was not detectable at the inspection. In this case the buyer must make the notification immediately after the detection. Failing this the Goods will be regarded as approved even in view of the defect. The notification shall be deemed immediate if it is served within 5 working days, whereby the timely dispatch of the notification is sufficient in order to adhere to this deadline. Independent of this obligation to inspect the Goods and serve notice of any defects the Client is obliged to serve notice of any evident defects (including wrong or short deliveries) within 5 working days of the delivery whereby, in this case also, the timely dispatch of the notification is sufficient in order to adhere to this deadline. Should the Client fail to carry out the orderly inspection and/or serve the notification of defects, then our liability for the defects that have not been notified is excluded.
- 7.5 Should the item delivered be defective we can initially opt for supplementary performance either by rectifying the defect (reworking) or by supplying a defect-free item (replacement delivery). Our right to refuse the manner of supplementary performance opted for under the statutory regulations shall remain unaffected.
- 7.6 We are entitled to make the required supplementary performance dependent on whether the Client pays the full purchasing price. The Client is, however, entitled to retain a reasonable percentage of the purchasing price relative to the defect.
- 7.7 The Client is obliged to grant us the necessary time and opportunity for the supplementary performance owed, in particular to hand over the Goods complained of for inspection purposes. In the event of a substitute delivery the Client is obliged to return the defective item to us in accordance with the statutory obligations.
- 7.8 The expenditure necessary for the purposes of inspection and supplementary performance, in particular transport, infrastructure, labour and material costs,



shall be borne by us, inasmuch as there really is a defect. Should a Client's request for the rectification of a defect prove to be unfounded, however, then we shall be entitled to demand that the Client refund any costs incurred in this connection.

- 7.9 Should the supplementary performance have been unsuccessful or a reasonable deadline for said supplementary performance, to be set by the Client, expire without result or be dispensable according to the statutory regulations, the Client shall be entitled to rescind the contract or reduce the purchasing price. In the event of a negligible defect, however, there shall be no right of rescission.
- 7.10 Claims on the part of the Client for either compensation or the reimbursement of expenses disbursed in vain shall only exist in accordance with the criteria of Figure 8 and are excluded in all other cases.

7.11 The claims with respect to a defect do not apply in the case of natural wear and tear, or to damage that, after the transfer of the risk, has been incurred by incorrect or improper usage, excessive loads, inappropriate operating materials, deficient construction work, unsuitable building land and as a result of any chemical, electro-chemical or electrical influences not provided for under the contract. Any improperly carried out amendments, start-up or repair measures undertaken by the Client or third parties, as well as damage to seals shall result in an exclusion of any claims based on defects.

## 8. Other Liability

8.1 Inasmuch as nothing to the contrary can be derived from these AVB, including the following stipulations, we shall be liable in cases of a violation of contractual and non-contractual obligations in accordance with the relevant statutory regulations.

8.2 We shall be liable for compensation – regardless of the legal grounds – in cases of wilful intent and gross negligence. In cases of slight negligence we shall be liable only for

- damage resulting from injury to life, limbs or health,
- damage resulting from the violation of an essential contractual obligation (an obligation, the fulfilment of which is necessary in order to make the orderly implementation of the contract possible in the first place, and where the contractual partner regularly relies, and may rely, upon its being adhered to); in such a case our liability is, however, restricted to compensation for foreseeable, typically occurring cases of damage.

8.3 The restrictions to liability quoted under para. 2 do not apply inasmuch as we have deliberately concealed a defect or have guaranteed the quality of the Goods. The same applies to claims held by the Client under the Product Liability Act.

8.4 In the event of a violation of a contractual obligation that is not a defect, the Client shall only have the right to rescind or to cancel the contract if we are responsible for the violation. An unrestricted right of termination on the part of the Client (in particular in accordance with §§ 651, 649) is excluded. Otherwise, the statutory regulations and legal consequences apply.

8.5 Our liability for damage to property shall be restricted to € 250,000 per incident of loss and to € 500,000 in total. Liability for financial losses is excluded.

## 9. Flat-rate Compensation

9.1 In the event that we rescind or cancel this contract for reasons for which the Client is responsible, or in the event that the Client cancels or rescinds this contract for reasons for which we are not responsible, the Client shall be obliged to pay us a flat-rate compensation sum amounting to 35% of the total net order value, inasmuch as it is not able to prove that the damage was lower. Dula reserves the right to claim greater damage.

## 10. Force Majeure

10.1 In cases of force majeure we are released from our contractual obligations for the duration and to the extent of the effect due to force majeure. Force majeure is any event beyond our control by which we are prevented in whole or in part from performing our obligations, including (but not limited to) war, riots, civil unrest, fire, floods, storms, earthquakes, strikes and lawful lockouts, governmental orders, breakdowns to plants or machinery for which we are not responsible as well as epidemic or pandemic. Supply difficulties and other disruptions in performance on the part of our suppliers shall only be deemed to be force majeure if the supplier is prevented from providing his service by an event of force majeure.

10.2 We shall notify the Client immediately of the occurrence and the cessation of force majeure and shall make reasonable and appropriate efforts to remedy the force majeure event and to limit its effects as far as possible.

10.3 Both we and the Client are entitled to terminate the contracts affected by force majeure if the force majeure event continues for more than 90 calendar days from the agreed delivery date. The services rendered up to the time of termination shall be remunerated by the Client. The right to terminate the contract for good cause in the event of prolonged force majeure shall remain unaffected.

## 11. Industrial Property Rights

11.1 We shall be liable to the Client for the violation of the industrial property rights of third parties in the context of the following regulations. The fulfilment of this obligation requires that the Client inform us without delay as to any claims that third parties might raise against us resulting from said industrial property rights and proceeds in concert with us in the processing of such claims and pursuit of its own rights; should one of these prerequisites not be fulfilled then we shall be exempted from our obligation. Should a violation of the industrial property rights of third parties occur and, as a consequence of that, the Client be forbidden with legal effect, either entirely or in part, to make use of

the item delivered, we will, at our own cost, either

- procure the right of the Client to make use of the item delivered or
- enable the usage of the item delivered in a way that is free from industrial property rights or
- replace the item delivered with another item of equivalent performance capacity that does not violate any industrial property rights or
- accept the return delivery of the item delivered and refund the purchasing price

11.2 Should the Client undertake any alterations to the item delivered, insert additional fixtures or connect the item delivered with other devices or fixtures, and should the industrial property rights of third parties be violated as a result thereof, our liability shall be waived.

11.3 In the same way we shall not be liable for the violation of any third party industrial property rights for an item delivered that has been manufactured in accordance with drawings, development plans or any other information or stipulations provided by the Client. The Client shall be obliged to exempt us from any third party claims in such a case.

11.4 The Client shall not be entitled to any further-reaching or other claims resulting from the violation of third party industrial property rights. In particular, we shall not be liable for the compensation of any consequential damage such as loss of production or usage, nor for lost profits. This shall not apply inasmuch as liability should be mandatory on legal grounds in cases of wilful intent or gross negligence for foreseeable damage that is typical for the contract. The buyer's right to rescind the contract shall not be affected.

11.5 The Client shall not acquire any rights for the exploitation of any industrial property rights of our own that are made available and which affect the interplay between the item delivered and any other items.

## 12. Statute of Limitations

12.1 The statute of limitations for claims arising from material or legal defects shall be one year from the time of delivery of the Goods. Insofar as a final inspection is agreed, the statute of limitations shall commence with the final inspection. This rule is made in deviation from any statutory provisions.

12.2 Should, however, the Goods be a piece of construction work or an item which, in accordance with its otherwise usual manner of deployment, has been used for a construction, and is the cause of that construction's defects (building material), then the statute of limitations shall be, in accordance with the statutory regulations, 5 years from the time of delivery (§ 438, para. 1 No. 2 BGB). Special statutory regulations pertaining to real claims for restitution held by third parties (§ 438, para. 1 No. 1 BGB), to wilful deceit on the part of the Client (§ 438, para. 3 BGB) and to claims pertaining to supplier's recourse in the event of delivery to a final consumer (§ 479 BGB) shall remain unaffected.

12.3 The above statutes of limitations of commercial law also apply to contractual and non-contractual claims for damages held by the Client that are based upon a defect of the Goods, unless the application of the regular statutory statutes of limitations (§§ 195, 199 BGB) would lead to a shorter statute of limitations in an individual case. The statutes of limitations under the Product Liability Act remain unaffected in every case. Otherwise, the statutory statutes of limitations shall apply exclusively for claims for compensation held by the Client according to Fig. 8.

## 13. General Assembly Conditions

13.1 The Client is obliged to create the conditions necessary for an uninhibited assembly. In particular, the access and transport routes to the assembly point must be kept available during the delivery and assembly period. On the day upon which assembly work is to begin, the building site must be dry and clean-swept. Light, electrical power and, where necessary, lifts are to be provided by the Client free of charge.

13.2 Any necessary alterations to masonry, stemming or plastering work, installations or cleaning fixtures as well as to any already available equipment are not a part of our assembly obligation and will be charged additionally.

13.3 Should the time of the beginning of the assembly work be altered or should the assembly work have to be interrupted for reasons for which we do not bear any responsibility, we shall be entitled to continue with said assembly work at a time convenient to ourselves. The time-frame must be a reasonable one hereby.

13.4 The Client is responsible for the adherence to the building regulations. The Client must be prepared to have the culpability of any third parties that work for it attributed to itself in the same way as its own culpability.

## 14. Reservation of Title

14.1 Until such time as all of our current and future claims arising from the purchasing contract, as well as from an on-going business relationship (secured claims) have been paid in full, we shall reserve the right of ownership to the Goods sold. Should the Client be in arrears with its payments we are entitled to take back the reserved goods after issuing a reminder, and the Client shall be obliged to hand them over.

14.2 The reserved goods may neither be pledged to third parties nor transferred as a security until such times as the secured claims have been paid in full. The Client must inform us without delay in writing as to whether and to what extent any third parties gain access to any Goods belonging to us.

14.3 Should the Client violate the contract, in particular by failure to pay the due purchasing price, we shall be entitled, in accordance with the statutory regulations, to rescind the contract and/or demand the return of the Goods on the basis of the reservation of title. The demand for return of the Goods does not in itself also include the declaration

of rescission; we are rather entitled to merely demand the return of the Goods and to reserve the right of rescission to a later date. Should the Client fail to pay the due purchasing price, we shall only be able to exercise these rights if we have granted the Client a reasonable period of time in which to make the payment or the granting of such a period of time is not essential according to statutory regulations.

14.4 The Client is entitled to resell the reserved goods in the course of the normal run of business events and/or to process them. In this case the following stipulations apply additionally.

a) If reserved Goods are combined or inseparably mixed or mingled with Goods that do not belong to us with another movable item in such a way that they become essential components of a uniform thing, Dula shall be co-owner in accordance with the statutory provisions.

In the case of being processed together with other goods that do not belong to us, Dula shall acquire co-ownership of the new item in accordance with the ratio of the reserved goods to the other goods at the time of processing. If reserved goods of are combined, mixed or blended with other goods not belonging to us in the sense of §§ 947 ff. BGB, Dula shall acquire co-ownership in accordance with the statutory regulations. Should the Client, through combining, mixing or blending, acquire sole ownership, then it will already at this point in time transfer to Dula co-ownership in accordance with the ratio of the value of the reserved goods to that of the other goods at the time of the combining, mixing or blending. In such cases the Client is obliged to store the objects that are in Dula's ownership or co-ownership free of charge, which are also to be regarded as being subject to the right of ownership.

b) Claims against third parties that arise from the reselling of the Goods or the produce are already at this point in time ceded to us as a security by the Client either in full or to the extent of the proportion of our co-ownership in the sense of the previous paragraph. We accept this cession. The Client's obligations named in para. 2 also apply with regard to the ceded claims.

c) The Client remains empowered to collect the claims as well as us. We undertake not to collect the claims as long as the Client fulfils its payment obligations towards us, is not in default of payment, no applications for insolvency proceedings have been made and no other deficit in its performance capability has been established. Should this be the case, however, we shall be entitled to demand that the Client disclose to us all ceded claims and their debtors, provide all information necessary for collection, hand over the relevant documents and advise the debtors (third parties) of the cession.

d) Should reserved goods be incorporated by the Client into the property of a third party as an essential component, the Client shall at this time already cede the resultant claims against said party or any other involved party for remuneration up to the value of the reserved goods with all subsidiary rights including the right to the granting of a cautionary mortgage having priority over all others; Dula accepts the cession.

e) Should reserved goods be incorporated by the Client into the property of the Client as an essential component, the Client shall at this time already cede the claims that arise from the commercial sale of the property or rights to the property up to the value of the reserved goods with all subsidiary rights and having priority over all others; Dula accepts the cession.

f) The right to resell, process or incorporate the reserved goods into other products shall extinguish should payments be ceased or insolvency proceedings be applied for, as shall the authority to collect the ceded claims; the collection authority shall also extinguish in the event of the protesting of cheques or bills of exchange. The Client is in such cases obliged to return the reserved goods to us.

g) Should the realisable value of the securities exceed the value of our claims by more than 10%, we will, at the Client's request, release the securities at our own discretion.

## 15. Place of Fulfilment and Court of Jurisdiction

15.1 The place of fulfilment for our deliveries shall be the residence of our supply factory.

15.2 The place of fulfilment for all payments shall be Dortmund.

15.3 If the Client is a businessman in the sense of the Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – court of jurisdiction for all disputes arising directly or indirectly from this contract shall be our business residence in Dortmund. We are, however, also entitled to file a suit at the Client's general court of jurisdiction.

## 16. Choice of Law

These AVB and all legal relationships between ourselves and the Client are subject to the laws of the Federal Republic of Germany, under the exclusion of all international and supranational (contractual) legal ordinances, in particular the United Nations' Convention on Contracts for the International Sale of Goods (CISG). Prerequisites and the effects of the reservation of title in accordance with Figure 6, on the other hand, shall be subject to the law applicable at the place of storage, inasmuch as subsequently the law chosen is inadmissible or ineffective in favour of German law.

As of: 06/2020