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General Terms and Conditions of Sales

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1. Scope of Application

- 1.1 These General Terms and Conditions for the Sale of Goods and Services (hereinafter "**Terms**") shall apply in business transactions with entrepreneurs within the meaning of Sec. 14 German Civil Code [*Bürgerliches Gesetzbuch* – "BGB"], legal entities under public law and special funds under public law (hereinafter together "**Purchaser**"), both to the current contract and as a framework agreement for any and all future contracts by and between Muegge GmbH (hereinafter "**Supplier**") and the Purchaser for the provision of goods and services. Any and all deliveries and services, including proposals, advice, and other ancillary services (hereinafter collectively referred to as "**Deliveries**") are provided on the basis of these Terms.
- 1.2 These Terms shall apply exclusively; any and all conflicting terms and conditions of the Purchaser or the terms and conditions deviating from these Terms or from statutory provisions shall not apply, unless the Supplier has expressly agreed to their validity in writing. This also applies if the Supplier does not expressly object, executes Deliveries without reservation or accepts payments.

2. Conclusion of Contract

- 2.1 Contractual offers of the Supplier are always subject to confirmation and non-binding and serve only to initiate contract negotiations.
- 2.2 Order confirmations as well as their amendments and supplements are only binding if they have been issued in writing by the Supplier. Verbal agreements of any kind must be confirmed in writing by the Supplier in order to take effect.
- 2.3 The Supplier can accept contractual offers of the Purchaser within 14 calendar days after submission. Until the expiration of this period of time, the Purchaser is bound to its offer. A contract is concluded by written order confirmation of the Supplier. The Supplier's silence does not constitute any trust in formation of contract. If the receipt of the order confirmation by the Purchaser is delayed, the Purchaser shall immediately inform the Supplier. However, a contract is concluded at the latest when the Supplier executes a delivery without reservation.
- 2.4 Any change to the Supplier's order confirmation or to the terms of the contract must be confirmed in writing by the responsible department in order to become valid.

3. Scope of Deliveries; Plans; Technical Documentation

- 3.1 The Deliveries are exhaustively listed and specified in the order confirmation, including any attachments thereto. The Supplier is authorised to make minor constructive changes to the specifications of the Deliveries in the form of technical improvements, insofar as, in consideration of any agreed purpose of use, these are insignificant and reasonable for the Purchaser.
- 3.2 Insofar as materials or designs have to be modified subsequently because the documents supplied by

the Purchaser do not correspond to the actual circumstances, are incomplete, or if general legal conditions have changed after the submission of the offer, and as far as the Supplier incurs additional costs as a consequence, the Supplier is only obliged, if at all, to proceed against an appropriate adjustment of the price.

- 3.3 Brochures and catalogues are not binding unless expressly agreed otherwise. Information in technical documents, plans, and drawings as well as software data are only decisive for the respective Deliveries, if they constitute a part of the order confirmation or if the order confirmation expressly refers to them.
- 3.4 Each contracting party reserves any and all rights to plans, drawings, technical documentation and software which it has made available to the other party. In this context, the Purchaser must provide the technical documentation (e.g. recent drawings, descriptions, diagrams, instructions) required for the Deliveries which has been specified in the contract.
- 3.5 If the Deliveries also include software, the Supplier grants the Purchaser in the contract the non-exclusive and non-transferable right to use the software for the agreed purpose and for exclusive use with the respective Deliveries. In this respect, the Purchaser is entitled to use and to carry out other measures within the scope of Sections 69a – 69g German Copyright Act [*Urheberrechtsgesetz* – "UrhG"], including the production of copies for archiving purposes, for troubleshooting or for the replacement of faulty data carriers. In all other respects, the Purchaser is neither entitled to make copies or upgrades or other extensions of the software, nor may the Purchaser disassemble, decompile, decode or reverse engineer the software without the prior written consent of the Supplier. If the Purchaser violates any of these provisions, the Supplier shall be entitled to revoke the right to use the software without notice.
- 3.6 If the Deliveries were manufactured using know-how, inventions, patents, copyrights or other property rights owned or held by the Supplier, the Purchaser shall only be granted rights of use to the extent that this is indispensable to achieve the purpose of the contract. Any and all other rights of use and exploitation remain with the Supplier.

4. Prices; Terms of Payment

- 4.1 The prices are EXW, excluding packaging, freight, release, insurance, and other ancillary costs, plus the value added tax applicable at the time of invoicing. In the case of Deliveries abroad, any and all taxes, customs duties, and other public charges to be paid by the Supplier abroad shall be reimbursed by the Purchaser. Assembly costs consist in particular of wage, travel expenses (accommodation allowance), loading times, accommodation and travel costs.
- 4.2 If the parties have agreed on installations at a fixed price, this price includes the connection of the installations until the Deliveries are handed over to



General Terms and Conditions of Sales

the Purchaser in a ready for operation state. In particular, waiting times, delays and additional journeys for which the Supplier is not responsible, as well as additional services or services deviating from the Deliveries, are not included.

4.3 The Supplier's claim for payment shall become due without deduction upon receipt of the invoice in accordance with the following instalments, unless otherwise agreed:

- one third as a down payment within one month after receipt of the order confirmation by the Purchaser,
- the remaining amount within one month after receipt of the Deliveries by the Purchaser; insofar as acceptance is required by law, within one month after acceptance.

Any and all bank charges and expenses shall be borne by the Purchaser.

4.4 In the event of non-compliance with the payment dates, the Supplier may charge interest in the amount of nine (9) percentage points above the base rate in accordance with Sec. 247 BGB without the need for a prior reminder.

4.5 If the down payment or (if agreed) the securities to be given upon conclusion of the contract are not provided in accordance with the contract or not on time, the Supplier may revoke the contract if the Supplier has specified an additional period for performance which remained, without result. If the Purchaser is in arrears with the payment of a further instalment or if the Supplier has serious reason to fear that the Purchaser will not be able to make the payments in full or in time due to circumstances occurring after conclusion of the contract, the Supplier shall be entitled to suspend further performance of the contract and withhold Deliveries ready for dispatch without restriction of its statutory rights; this shall apply until payment has been made in full, new terms of payment and delivery have been agreed or until the Supplier has received sufficient securities. If the Purchaser does not make the payment or provides sufficient security within a reasonable period set by the Supplier, the Supplier is entitled to revoke the contract. The immediate exercise of a revocation by the Supplier in accordance with this Section is not necessary for its effectiveness. Claims for damages remain unaffected hereof.

4.6 The Purchaser shall only be entitled to rights of set-off and retention against claims of the Supplier to the extent that counterclaims against the Supplier are legally established or undisputed, or in case the Purchaser's claim which the Purchaser intends to set-off is in a mutual relationship with the Supplier's claim against which the claim is to be set-off.

5. Deliveries; Delivery Dates

5.1 Delivery is EXW, unless expressly agreed otherwise.

5.2 The compliance with the agreed dates for the per-

formance of the Deliveries presupposes the Supplier's receipt of any and all documents, necessary approvals and releases to be supplied by the Purchaser in due time, as well as the Purchaser's compliance with the agreed terms of payment and other obligations. If these preconditions are not fulfilled in due time, the delivery periods shall be extended accordingly, unless the Supplier is responsible for the delay.

5.3 If the Supplier is temporarily unable to meet the agreed delivery dates due to force majeure, the term of delivery shall be extended accordingly. Force majeure includes, in particular, but is not limited to, such unforeseeable impediments to performance or disruptions which lie outside the sphere of influence of the Supplier, which could not have been averted or remedied even if the diligence of a prudent businessman had been exercised and which are not only of short-term duration. Force majeure includes in particular epidemics, mobilization, war, civil war, terrorist acts, riots, political unrest, revolutions, sabotage, significant operational disruptions, accidents, industrial disputes, delayed or defective delivery of the necessary raw materials, semi-finished or finished products, proved rejection of important workpieces, measures or omissions by authorities, state or supranational bodies, embargoes, unforeseen transport obstacles, fire, explosion or natural events. If an event of force majeure lasts more than 120 days, both parties may revoke the contract. In the event of revocation, the statutory provisions shall apply.

5.4 The agreed delivery dates are deemed to be complied with upon announcement of the readiness for dispatch to the Purchaser; this also applies if Deliveries cannot be dispatched in due time without any fault attributable to the Supplier.

5.5 Partial, excess or short Deliveries are admissible to the extent that they are in consideration of the customary tolerance and reasonable for the Purchaser. The same shall apply to early delivery.

5.6 The Supplier's delivery obligations shall be subject to the correct and punctual delivery by the Supplier's own suppliers.

6. Delay of Performance

6.1 In the event of delay in delivery, the Purchaser's claim for damages due to delay in performance shall be limited to a maximum of 0.5% of the net price of the Deliveries affected by the delay for each full week of the delay in delivery, not to exceed, however, a maximum of 5% of the net price of the Deliveries affected by the delay. This limitation on liability shall not apply in the case of gross negligence or intent of the Supplier.

6.2 In the event of delays in the provision of the Deliveries, the Purchaser may only withdraw from the contract in accordance with the statutory provisions, if the Supplier is responsible for the delay.

6.3 If the Purchaser violates cooperation obligations under the contract by culpable conduct or if a delivery is delayed for reasons for which the Purchaser



General Terms and Conditions of Sales

is responsible, the Supplier is entitled, without prejudice to other claims, to demand compensation for the resulting damage including any and all necessary additional expenses.

- 6.4 If the dispatch of the Deliveries is delayed by more than four (4) weeks after notification of readiness for dispatch for a reason for which the Purchaser is responsible, the Supplier may charge the Purchaser a storage fee of 0.5 % of the net price of the Deliveries to be stored for each month of delay or part thereof, not to exceed, however, a total of 10 % of the net price of the Deliveries to be stored (liquidated damages). The Purchaser remains entitled to prove that the damage suffered is considerably lower. Likewise, the Supplier remains entitled to assert claims for damages exceeding the lump sum.

7. Transfer of Risk

- 7.1 Delivery is at the Purchaser's risk and expense. The risk of accidental loss and accidental deterioration shall pass to the Purchaser as hereinafter stated, even in the case of carriage paid delivery and in case of partial deliveries:

- in the case of Deliveries without installation or assembly, as soon as they have been dispatched or collected; at the request and expense of the Purchaser, Deliveries will be insured by the Supplier against the usual transport risks;
- in the case of Deliveries including installation or assembly, on the day of acceptance by the Purchaser or after acceptance if agreed or required by the law.

- 7.2 If dispatch, delivery, the start or performance of installation or assembly, the acceptance by the Purchaser or the trial run are delayed for reasons for which the Purchaser is responsible, or if the Purchaser is in default of acceptance for other reasons, the risk shall pass to the Purchaser at the time at which it would have passed to the Purchaser without the aforementioned delays.

8. Installation; Acceptance

- 8.1 Assembly or installation services are only part of the Deliveries if and to the extent that they are expressly stated in the order confirmation. The following provisions apply to assembly and installation services, unless expressly agreed otherwise in writing.

- 8.2 The Purchaser shall procure the following supplies at its own expense and provide them in good time:

- The materials and substances required for assembly or installation, in particular lifting equipment and other devices, as well as lubricants;
- Energy and water at the point of use, including connections, heating and lighting, in accordance with the respective assembly or installation instructions of the Supplier;
- At the site of installation, sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, appliances, materials, tools,

etc. and adequate working and recreation rooms, including appropriate sanitary facilities for the installation personnel;

- Necessary permits, work permits and approvals.

- 8.3 In good time before the agreed date for the start of assembly or installation, the supplies and objects required for the commencement of the work must be available at the installation or assembly site and any and all necessary preparatory work must have been carried out, including the levelling and clearing of the access routes and the installation or assembly site.

- 8.4 If installation, assembly or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs for additional expenses, such as travel and waiting time.

- 8.5 If the parties have agreed to an acceptance or if it is required by law, the following provisions shall apply:

- a) Acceptance must take place immediately after notification of completion, also in case of partial deliveries.
- b) The Purchaser shall bear the costs of acceptance.
- c) In particular, an implied acceptance by the Purchaser is to be assumed if and to the extent that the Purchaser has commissioned, tested or otherwise used the Deliveries and has not notified the Supplier of any defects in the Deliveries within four weeks of this first use.
- d) Acceptance shall be deemed to have taken place if the Supplier has set the Purchaser a reasonable period for acceptance in writing after completion and the Purchaser has not refused acceptance within this period in writing stating a material defect.

9. Retention of Title

- 9.1 The delivery items remain the property of the Supplier until any and all outstanding claims from the business relationship have been paid in full (hereinafter referred to as "**Reserved Goods**").

- 9.2 The processing of the Reserved Goods by the Purchaser takes place, at all times, free of charge for the Supplier in the latter's capacity as manufacturer within the meaning of Sec. 950 BGB. In case the Purchaser combines the Reserved Goods with other goods, the Supplier will acquire co-ownership of the newly manufactured article in the ratio of the current market value of the Reserved Goods to the current market value of the other used goods. If the ownership right extinguishes due to combination, the Purchaser assigns to the Supplier, effective immediately, any and all ownership rights accruing to the Purchaser in the new stock or new thing in the amount of the current market value of the Reserved Goods and will store it for the Supplier free of charge. The (co-)ownership rights arising from this



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General Terms and Conditions of Sales

- shall be deemed to be Reserved Goods.
- 9.3 The Purchaser is obliged to cooperate in the measures necessary to protect the Supplier's retention of title; in particular, the Purchaser authorizes the Supplier, upon conclusion of the contract, to enter or reserve the retention of title in public registers at the Purchaser's expense and to fulfil any and all other formalities required under the applicable right in rem.
- 9.4 The Purchaser is obliged to maintain the delivered goods at its own expense for the duration of the retention of title and to insure them in favour of the Supplier against theft, breakage, fire, water, and other risks at replacement value. The Purchaser shall carry out any and all necessary maintenance and inspection work on the Reserved Goods at its own expense and risk. The Purchaser hereby authorizes the Supplier to pursue any and all claims for compensation arising from these insurances.
- 9.5 The Purchaser shall inform the Supplier immediately in writing of any seizures, confiscations or other dispositions or interventions by third parties which may lead to the loss of the Supplier's rights to the Reserved Goods.
- 9.6 Should the realisable value of the securities existing for the Supplier exceed the claims to be secured by more than 10 %, the Supplier shall, at the request of the Purchaser, release securities correspondingly.
- 9.7 During the existence of the retention of title, resale is only permitted to resellers in the normal course of business and only under the condition that the reseller agrees with its customer full advance payment or agrees with its customer that the property shall not pass to the customer until the customer has fulfilled its payment obligations and, accordingly, only sells the goods under the reservation of having made the full payment. The Purchaser has no entitlement to any other acts of disposal regarding the Reserved Goods, in particular to pledge or transfer them by way of security.
- 9.8 The claims of the Purchaser from the resale of the Reserved Goods are assigned to the Supplier with immediate effect; the Purchaser is authorised to collect the claims from the resale on behalf of the Supplier. If the Purchaser sells the Reserved Goods together with other goods which have not been sold by the Supplier, the assignment of the claims in connection with the resale shall be limited to the resale value of the Reserved Goods sold in each case. If the claim from the resale by the Purchaser is assigned to a current account established with the Purchaser, the recognised or causal balance, which is assigned to the Supplier in the amount of the resale value of the Reserved Goods sold in each case, shall take its place after the current account claim has been balanced. In the event of the sale of goods in which the Supplier is entitled to co-ownership shares, the assignment of the claim shall apply in the amount of the corresponding resale value of these co-ownership shares.
- 9.9 The Supplier is entitled to revoke the authorization granted to the Purchaser to resell and collect the claims if the Purchaser is in arrears with payments arising from the business relationship or has disposed of the Reserved Goods outside normal business transactions. The same shall apply in the event of a significant deterioration in the financial situation of the Purchaser occurring after conclusion of the contract or in the event of an application for the opening of insolvency proceedings against the assets of the Purchaser.
- ### 10. Warranty for Material Defects
- 10.1 Insofar as Deliveries show a material defect at the time of transfer of risk, the Supplier shall be liable to the Purchaser within the limitation period in accordance with this Section 10.
- 10.2 Unless expressly agreed otherwise, the Deliveries must exclusively comply with the applicable regulations and standards at the Supplier's registered office.
- 10.3 The Purchaser shall be obliged to carefully inspect the Deliveries immediately after their handover – but at least prior to their resale or any further instigation (such as processing, assembly, etc.) – and shall, insofar as a material defect becomes apparent, notify the Supplier thereof without delay in writing; if the Purchaser does not carry out an adequate inspection or does not notify the Supplier of a recognized defect without delay, the Supplies shall be deemed to have been approved.
- 10.4 In the event of a material defect, the Supplier shall, at the written request of the Purchaser, either repair or replace the Deliveries within a reasonable period of grace at the Supplier's option (hereinafter referred to as "**Supplementary Performance**"). If the defect is limited to a definable part of the delivery, the Supplementary Performance shall be carried out by the subsequent delivery of such a product free of defects. If the Supplier replaces a defective delivery by subsequent delivery of a product free of defects, the replaced parts shall become the property of the Supplier, unless the Supplier expressly waives this right.
- Without limiting the Supplier's statutory rights, the Supplier shall, in any case, be entitled to refuse Supplementary Performance within the meaning of Sec. 439 (4) BGB, if the costs of subsequent performance (Sec. 439 (2) and (3) BGB) exceed 120 % of the agreed net price of the delivery.
- 10.5 The Supplier shall be given reasonable time and opportunity to provide Supplementary Performance. If the Supplementary Performance does not take place within a reasonable period set by the Purchaser or if the Supplementary Performance fails, the Purchaser may, under the statutory conditions, either
- reduce the price
 - or withdraw from the contract.
- Even in the event of seller recourse, the Purchaser is obliged, in deviation from Sec. 445a (2) BGB to



General Terms and Conditions of Sales

allow the Supplier the opportunity for a Supplementary Performance within the period set by the Purchaser's respective customer. The setting of a deadline is only dispensable if setting a deadline in accordance with Sec. 445a (2) BGB had been already dispensable in the relationship between the Purchaser and its customer, which is why the Purchaser cannot give the Supplier an opportunity for Supplementary Performance.

10.6 The Supplier shall not be liable for defects which only impair the usability of the affected Delivery to a negligible extent, for merely insignificant deviations of the Deliveries from the agreed quality, for natural wear and tear, and for damage occurring after transfer of risk and resulting from faulty or negligent handling, excessive stress, unsuitable equipment, faulty assembly or erection which has not been carried out by the Supplier, for unsuitable sub-soil, or for defects which are due to special external influences on the delivery which the Supplier did not have to reckon with.

10.7 The Supplier shall not be liable for defects caused by improper modifications or repairs by the Purchaser or third parties.

10.8 Claims for damages and reimbursement of expenses shall be subject to the statutory provisions in accordance with the restrictions set forth in Section 12.

10.9 As a matter of principle, the place of performance for the Supplementary Performance is the Supplier's plant defined in the order confirmation. In the case of Deliveries including installation or assembly, the place of performance for subsequent performance shall be the place where the delivery item is located as intended.

The Supplier is not obligated to reimburse transportation expenses which the Purchaser had to bear as expenses necessary for Supplementary Performance, insofar as the expenses were increased because the delivery was subsequently transferred to a location other than the initial place of destination or the intended place of installation.

10.10 Any and all further claims or rights or other than those set forth in Sections 10 and 12 of the Purchaser against the Supplier on grounds of a material defect are excluded.

11. Warranty for Defects of Title

11.1 Liability for defects of title shall be governed by the statutory provisions, unless deviations result from the following provisions.

11.2 Unless otherwise agreed, the Supplier shall only be obliged to provide the Deliveries free of industrial property rights and copyrights of third parties (hereinafter referred to as "**Property Rights**") existing at the Supplier's registered office.

11.3 Insofar as a third party asserts justified claims against the Purchaser at the time of transfer of risk on account of the infringement of Property Rights due to the delivery, the Supplier shall be liable to the Purchaser as follows:

a) The Supplier shall, at its own discretion and expense, either obtain a right of use for the Deliveries, modify them in such a way that Property Rights are not infringed or replace them. If this is not possible for the Supplier under reasonable conditions, the Purchaser shall be entitled to reduce the price or rescind the contract after the expiry of a reasonable period of time.

b) The aforementioned obligations of the Supplier shall only exist if the Purchaser immediately notifies the Supplier in writing of the claims asserted by third parties, does not acknowledge an infringement, and the Supplier reserves the right to take any and all defensive measures and acts of settlement. In case the Purchaser stops using the Delivery for reasons of damage reduction or other important reasons, the Purchaser is obliged to inform the third party that the cessation of use does not imply any acknowledgement of the infringement of Property Rights.

11.4 Claims of the Purchaser in the case of infringements of Property Rights are excluded, insofar as the Purchaser is responsible for the infringement of Property Rights or insofar as the infringement of Property Rights has resulted from special specifications requested by the Purchaser. In such a case, the Purchaser shall indemnify the Supplier against any and all claims of third parties based on an infringement of Property Rights asserted against the Supplier.

11.5 The Supplier's obligation to pay damages shall be governed by Section 12.

11.6 Any rights and claims of the Purchaser other than those mentioned in Section 11 and 12 on grounds of an infringement of Property Rights shall be excluded.

12. Claims for Damages and Expenses

12.1 Claims for damages and reimbursement of expenses of the Purchaser (hereinafter "**Claims for Damages**"), regardless of the legal ground, shall be excluded.

12.2 The above limitation of liability in Section 12.1 shall not apply:

a) for claims for reimbursement of expenses according to Sec. 439 (3) 1st sentence and Sec. 445a (1) BGB;

b) in the event of a liability under the German Product Liability Act [*Produkthaftungsgesetz* – "ProdHaftG"];

c) in the event of intent or gross negligence;

d) in the event of culpable injury to life, limb or health;

e) in case of an infringement of material contractual duties by culpable conduct, i.e. such duties whose fulfilment is essential for enabling the due performance of the contract and on whose observation the Purchaser



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General Terms and Conditions of Sales

habitually relies and may rely. However, in case of slight negligence, the Supplier's liability on the grounds of the infringement of essential contractual duties shall be limited to a reimbursement of the foreseeable, typical damages, unless the Supplier acted with intent or gross negligence or is liable for injury to life, body or health, or under the German Product Liability Act.

- 12.3 In case the Supplier's liability is limited pursuant to this Section 12, the limitation shall equally apply to the personal liability of employees, auxiliary persons, and legal representatives of the Supplier.
- 12.4 The foregoing provisions do not imply any shift in the burden of proof to the disadvantage of the Purchaser.
- 12.5 The provision in Section 6 concerning the event of damage caused by delay remains unaffected by this Section 12.

13. Statute of Limitation

- 13.1 Claims of the Purchaser due to a defect in quality or title shall become statute-barred 12 months after the statutory commencement of the limitation period.
- 13.2 Section 13.1 shall not apply
- a) in the cases of Sec. 438 (1) 1 No. 1 BGB (real rights of third parties), Sections 438 (1) No. 2 or 634a (1) No. 2 BGB (building; object used for a building; planning and monitoring services for a building), Sec. 445b (1) BGB (recourse claims in the event of entrepreneurial recourse) as well as in the event of fraudulent intent.
 - b) in the case of claims for damages based on intent or gross negligence, injury to life, limb or health, or any liability under the German Product Liability Act.

In these cases, the statutory period of prescription shall apply.

- 13.3 Any remedy will be effected by the Supplier on a goodwill basis and without recognition of a legal obligation. An acknowledgement with the consequence of a discontinuation of the limitation period requires the Suppliers express declaration to the Purchaser. With the exception of an expressly declared acknowledgement, no new warranty period shall commence upon subsequent performance.
- 13.4 The regular limitation period for claims of the Purchaser against the Supplier shall be shortened to 24 months as of the beginning of the statutory limitation period. This does not apply to claims for damages pursuant to Section 12 which shall be subject to the statutory limitation period.

14. Confidentiality

- 12.1 The Purchaser is obliged to keep any and all information, in particular know-how and trade secrets, which the Purchaser obtains from the Supplier

(hereinafter "**Information**"), secret from third parties and to oblige its employees accordingly. The Information may only be used for the purposes of the contract.

- 14.2 The obligation set forth in Section 14.1 shall not apply to Information which (a) was demonstrably already known to the Purchaser at the time of disclosure or which subsequently becomes known to it by third parties without this violating any confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of disclosure or subsequently becomes generally known, unless this is based on a violation of this contract, (c) was developed independently by the Purchaser without access to the information of the Supplier, or (d) which must be disclosed due to statutory obligations or due to the orders of a court or an authority.
- 14.3 These obligations under this Section 14 shall remain in effect beyond the end of the contract and the business relationship, irrespective of how the contract or the business relationship is terminated.

15. Export Control

- 15.1 The supplier shall comply with all requirements of the applicable national, European and international export, export control, embargo, transfer and customs regulations. In good time before delivery of the ordered goods, the supplier shall provide all data, documents and information pursuant to paragraph 2 without delay, free of charge and in a suitable manner on its business documents and/or electronically, which are required for compliance with the applicable export, export control, embargo or customs provisions in the case of export, import, transit or re-export or an intra-Community shipment.
- 15.2 This concerns (1) German, European and/or U.S. export control list numbers for goods subject to export license requirements, (2) commercial origin of the goods, (3) customs code number (at least 8 digits), (4) upon special request by MUEGGE: proofs of preferential origin, certificates of origin and (long-term) supplier's declarations as well as (5) upon special request by MUEGGE: any further documents and data in accordance with the respective valid and applicable legal requirements of foreign trade. Reference is made to Article 22 par. 10 Dual-Use Regulation 428/2009.

16. General Provisions

- 16.1 The standard trade terms shall be interpreted in accordance with the Incoterms 2010.
- 16.2 Any modifications of the contract require the written form.
- 16.3 Insofar as these Terms require the written form or in case a declaration must be made in writing, compliance with the text form within the meaning of Sec.126b BGB (including Fax, e-mail or XML interface) shall suffice.
- 16.4 Should any provision of the contract be invalid, this shall not affect the validity of the other provisions.



MUEGGE

POWER TO YOUR PROJECTS

General Terms and Conditions of Sales

The invalid provision shall be replaced by a legally valid provision which comes as close as possible to the economic meaning and purpose of the invalid provision. The same shall apply in case of gaps or omissions in the provisions of the contract.

17. Place of Performance; Place of Jurisdiction; Applicable Law

- 17.1 The place of performance for all Deliveries and payments is the Supplier's plant defined in the order confirmation.
- 17.2 The exclusive place of jurisdiction for any and all legal disputes arising from or in connection with the contractual relationship is Düsseldorf, Germany. However, the Supplier shall also be entitled to take legal action against the Purchaser at its general place of jurisdiction or at any other competent court.
- 17.3 The contractual relationship between the Purchaser and the Supplier shall be governed and interpreted in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).