GENERAL CONDITIONS OF SALE AT KONRAD KNOBLAUCH GMBH (GC - SALES)

§ 1: General / area of validity

1. All services of Konrad Knoblauch GmbH **(below: we/us)** for the purchaser/ordering party **(below: the customer)** shall be provided solely on the basis of these General Conditions of Sale.

2. These General Conditions of Sale apply exclusively. Any conflicting or deviating conditions of the customer shall not be recognised. This also applies when the contract is concluded in the knowledge of conflicting or deviating conditions of the customer.

3. Unless no other agreement is made, these General Conditions of Sale also apply to all future transactions between ourselves and the customer.

4. Legally relevant declarations and notifications by the customer (e.g. notification of faults, specification of deadline periods, etc.) in relation to the contract must at the least be submitted in **text form (fax, e-mail or other telecommunicative transfer)**

5. **For purchase contracts/contracts for labour and services with customers as consumers (§ 13 German Civil Code - BGB), the clauses in Section I apply, as do the clauses in Section IV.**
   For purchase contracts/contracts for labour and services with customers as entrepreneurs (§ 14 German Civil Code - BGB), corporate bodies under public law or a special fund under public law, the clauses in Section II apply in addition to the clauses in Section I. If contradictions arise, the clauses in Section II take priority over the clauses in Section I. Further, the general clauses in Section IV apply.
   For contracts for labour, the clauses in Section III and the general clauses in Section IV apply.

SECTION I: PURCHASE CONTRACT / CONTRACT FOR LABOUR AND SERVICES (CONSUMERS)

§ 2: Advance payment

1. We retain the right at all times to only deliver goods following full or partial payment in advance.
2. We shall explain the relevant caveat to the customer with the order confirmation at the latest.

§ 3: Delivery / place of fulfilment / risk transfer / default of acceptance

1. We retain the right to make partial deliveries and provide partial services at any time, insofar as this can be reasonably expected of the customer.

2. The place of fulfilment of our services is on our business premises. This also applies to any subsequent fulfilment.

3. Unless no other agreement is made, the goods shall be transferred and delivered unpackaged on our business premises.

4. The goods shall be dispatched to a different destination at the request of and at cost to the customer (sale by dispatch). Unless no other regulation is agreed, we retain the right to determine the type of dispatch ourselves (in particular, the transport company or freight forwarder, the route and type of dispatch, and the means of transport and protection).

5. Unless no other regulation is agreed regarding unloading in cases of sale by dispatch, the following regulations apply: The goods shall be unloaded at the kerbside by the transport person used by us. Should it not be possible to unload the goods on the announced delivery date for reasons for which neither we nor the transport person used by us are responsible, we reserve the right to choose whether the goods are placed in storage at cost to the customer or transported back. On the announced delivery date, the customer shall secure unhindered vehicle access to the unloading site. Additional costs arising from delivery in pedestrian zones, or when other obstacles arise before the reception point is reached, and for which neither we nor the transport person used by us are responsible, shall be borne by the customer.

6. The risk of accidental loss and accidental damage to the goods is transferred to the customer at the latest on delivery of the goods.

7. Should the customer be in default of acceptance or fail to cooperate, or should the delivery be delayed for other reasons for which the customer is responsible, we retain the right to demand compensation for the damage caused as a result, including additional costs (e.g. storage costs).

§ 4: Delivery deadline period & delivery period / delivery delay

1. The delivery deadline periods or delivery periods specified in our contractual offers or other documents (e.g. our order confirmation) are non-binding unless these are expressly agreed as being binding.

2. In cases of an agreed delivery deadline period or delivery periods, the precondition for the start of the agreed delivery deadline period or delivery period is that the customer has transferred to us in full the information/documents required for the correct processing of the order. In such cases, the agreed delivery deadline period or delivery period is extended by the length of time between the conclusion of contract and the actual start of the delivery deadline period (= transfer of the necessary documents).

3. When the goods are collected by the customer, the agreed delivery deadline periods or delivery periods are considered to have been met when the goods are made available for collection within the delivery deadline period or delivery period on our business premises, and the customer has been informed of this.

4. In cases of sale by dispatch, agreed delivery deadline periods or delivery periods are regarded as having been met when we have transferred the goods to the freight forwarder, transport company or another person or institution assigned the task of making the delivery within the delivery deadline period or delivery period.

5. If the ordered goods are not available within the agreed delivery deadline period or the agreed delivery period for reasons for which neither we nor our upstream suppliers are responsible, we are not in default of delivery. The same applies in cases where unforeseeable and extraordinary events occur, particularly strikes, the unacceptable quality of important workpieces, interruption to operations or similar events, which neither we nor our upstream suppliers anticipated at the point in time at which the contract was concluded. In such cases, we shall inform the customer immediately, and – if possible – notify them when the goods are likely to be available again.

6. The point in time from which default of delivery applies is determined according to the statutory regulations. In all cases, an overdue notice is required from the customer.

§ 5: Reservation of ownership

1. We reserve ownership of the goods transferred to the customer until all our current and future demands arising from this contract are paid in full.

2. The goods that are subject to reservation of ownership may neither be pledged to third parties nor re-assigned as security prior to the full payment of the secured demands. The customer must inform us immediately, at least in text form, when an application for the opening of insolvency proceedings has been made, or if access by third parties (e.g. pledges) to the goods under our ownership has been achieved or is threatened.

3. In cases of breach of contract by the customer, in particular in cases of failure to pay the purchase price due, we retain the right to withdraw from the contract in accordance with the statutory regulations or/and to demand surrender of the goods on the basis of reservation of ownership. The demand for surrender does not concur with the declaration of withdrawal; instead, we retain the right merely to demand surrender of the goods and to reserve the right to withdrawal. Should the customer fail to pay the due purchase price, we may only assert these rights when we have previously set the customer a reasonable deadline period for payment, or if such setting of a deadline period is unnecessary according to the statutory regulations.

4. Should the customer have the right to raise claims against insurance companies or other third parties due to damage, deterioration, loss or destruction of the goods that are subject to reservation of ownership or for other reasons, the customer already assigns these claims, together with all ancillary rights, to us in advance.

§ 6: Withdrawal

1. The contractual parties may claim unrestricted statutory rights to withdrawal.

2. Furthermore, we retain the right to withdraw from the contract when for reasons for which neither we nor our upstream suppliers are responsible, the ordered goods are not available for a period of longer than 6 months from conclusion of contract, or in the case of an agreed delivery deadline period or an agreed delivery time period, if they are not available for longer than 3 months beyond the agreed point in time. We are obliged to inform the customer immediately regarding the non-availability of the ordered goods as soon as we are notified of it. In the case of withdrawal, we shall immediately reimburse the payments made by the customer following the declaration of withdrawal.

§ 7: Defect rights

1. With regard to the rights of the customer in cases of material and legal defects (including incorrect and insufficient delivery), the statutory regulations apply unless no other agreement is made.

2. We expressly emphasise that the visual quality of the material surfaces may alter during the course of time due to external influences (e.g. climate or weathering influences, as well as light radiation), even if they are used in the manner for which they were designed. Such alterations are not material defects, as long as the suitability of the goods for use is not impaired, or we have not provided express or binding assurance of the retention of the visual quality of the material surfaces as an agreed quality feature.

§ 8: Liability

1. The customer may only assert claims for damage compensation due to a defect when subsequent delivery has failed. The right of the customer to assert further damage compensation claims in accordance with the paragraphs below remains unaffected.

2. In accordance with the statutory regulations, we are liable for damage to life, body and health that arise from a culpable breach of obligation by ourselves, our legal representatives or those acting on our behalf.

3. In accordance with the statutory regulations, we are liable for damage arising from the breach of an essential contractual obligation (an obligation that must be fulfilled in order for the contract to be implemented in an orderly manner at all, and which the customer can generally rely on being met). In this case, however, our liability is limited to compensation for the foreseeable damage that typically occurs. The same applies when the customer has the right to assert claims for damage compensation in lieu of performance.

4. Further, in accordance with the statutory regulations, we are liable for other damage arising due to intentional or grossly negligent breaches of contract and fraud by ourselves, our legal representatives or those acting on our behalf.

5. Insofar as the area of application of the product liability law is valid, we hold unlimited liability in accordance with its regulations.

6. We are also liable within the scope of a quality and/or durability guarantee, insofar as we have issued such a guarantee in relation to the delivered goods. Should damage occur due to the fact that the quality or durability guaranteed by us is lacking, and if this damage does not however occur directly to the goods delivered by us, we are only liable for such damage when the risk of such damage is clearly covered by our quality and durability guarantee.

7. There are no further claims for liability against us, independently of the legal nature of the claims asserted against us by you. Our liability according to the above regulations in § 8.1 remains unaffected.

SECTION II: PURCHASE CONTRACT / CONTRACT FOR LABOUR AND SERVICES (ENTREPRENEURS, CORPORATE BODIES UNDER PUBLIC LAW; SPECIAL FUND UNDER PUBLIC LAW)

§ 9: Transfer of risk & place of fulfilment for sale by dispatch

1. In the case of sale by dispatch, the risk of accidental loss and accidental damage to the goods and the risk of delay is already transferred to the customer when the goods are handed over to the transport company, freight forwarder or another person or institution assigned the task of making the delivery.

2. The regulation in § 9.1 also applies when the matter at hand is a sale by dispatch, and we use our own transport persons for the dispatch.

3. Should an inspection be agreed, this is determinative for the point in time of the transfer of risk. Otherwise, the regulations of § 18 apply accordingly for an agreed inspection.

4. The transfer or inspection is the same when the customer is in default of acceptance.

5. In the case of a sale by dispatch, the place of fulfilment is also our business premises. This also applies to the place of fulfilment for any subsequent fulfilment.

§ 10: Default of acceptance

1. If the customer is in default of acceptance, and if the goods ready for transfer or dispatch must continue to be stored on our business premises due to the default of acceptance, we retain the right to charge the customer a lump-sum compensation of 2% of the total net price for each calendar week started, limited to 30% of the total net price. The lump sum shall be taken into account with regard to further claims to money.

2. The provision of evidence of more substantial damage and the statutory claims to which we have the right (particularly reimbursement for additional costs, appropriate compensation, withdrawal) remain unaffected. The customer retains permission to provide evidence that no damage at all, or only a significantly lower degree of damage, was caused to us.

§ 11: Reservation of ownership

1. In addition to the cases regulated in § 5.1, we also retain the right to the ownership of the goods transferred to the customer until full payment of all demands from an ongoing business relationship (secured demands).

2. The customer is authorised until further notice (cf. § 11.2.3) to continue to sell and/or process the goods subject to reservation of ownership. In such cases, the following clauses additionally apply:

   2.1 The reservation of ownership extends to the full value of the products produced as a result of the processing, mixing or connection of our goods, whereby we are classified as the manufacturer. Should the right to ownership of third parties exist during processing, mixing or connection of their goods, we shall obtain the co-ownership in relationship to the invoiced values of the processed, mixed or connected goods. Otherwise, the same applies to the product produced as for the goods delivered under reservation of ownership.

   2.2 As a security, the demands arising from the further sale of the goods or product vis-à-vis third parties shall already be transferred to us now by the customer in total, or at the level of any co-ownership share that we may hold in accordance with § 11.2.1. We accept this assignment. The obligations of the customer named in § 5.2 also apply in consideration of the assigned demands.

2.3 The customer remains authorised to recover the demand in addition to us. We undertake not to recover the demand for as long as the customer meets their payment obligations to us, there is no defect in their performance and we do not assert the reservation of ownership by exerting a right according to § 5.3. However, if this is the case, we can demand that the customer notifies us of the assigned demands and their debtors, provides all information required for recovery, issues us with the relevant documents and informs the debtors (third parties) of the assignment. Additionally, in this case, we retain the right to revoke the authority of the customer to further sell and process the goods under reservation of ownership.

2.4 Should the realisable value of the securities exceed our demands by more than 10%, we shall release securities as selected by the customer at the customer's request.

§ 12: Defect rights

1. With regard to the rights of the customer in cases of material and legal defects (including incorrect and insufficient delivery), the statutory regulations apply unless no other agreement is made. The special statutory regulations remain unaffected in all cases for the final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier regress in accordance with §§ 478f. German Civil Code - BGB). Claims arising from supplier regress are excluded when the defective goods have been further processed by the customer or another company, e.g. through installation of another product.

2. The basis for liability for defects is above all the agreements reached regarding the quality of the goods. The information, drawings, photographs, technical data, weight, dimension and performance descriptions contained in our brochures, catalogues, circular letters, advertisements, price lists or other documents do not represent an agreed quality, unless express reference is made to the specific information in the offer or in the order confirmation, or it is expressly described as an agreed quality feature or as binding. Insofar as information on the goods is described as binding, this is information regarding the quality, but not guarantees in the sense of § 443 of the German Civil Code - BGB.

3. Insofar as the quality was not agreed, an assessment must be made according to the legal standards as to whether or not the goods are defective.

4. The defect rights of the customer require the customer to have met their statutory inspection and notification obligations (§§ 377, 381 of the German Commercial Code - HGB). For the commercial inspection and notification obligations, the statutory regulations apply subject to the following conditions:

   4.1 Evident defects, including evident transport damage and incorrect or insufficient deliveries must be reported to us within 3 working days at the latest (Mondays to Saturdays).

   4.2 If a defect emerges at a later point in time (a defect that could not be discovered during inspection of the goods in accordance with § 12.4.1), we must be informed of the defect immediately, at the latest within 3 working days.

   4.3 For goods that are designed for installation or other further processing, an inspection must in all cases be made directly prior to processing. If a defect emerges during this inspection, we must be informed of the defect immediately, at the latest within 3 working days. This also applies in cases of a hidden defect.

   4.4 The customer is aware of a defect when the customer, their legal representative or their agent has knowledge of it.

5. Should the customer fail to inspect the goods in the correct manner and/or to report the defect (cf. § 12.4), our liability is excluded in accordance with the statutory regulations for the defect that was not reported in due time or not correctly.

6. If the delivered goods are defective, we retain the right to choose whether to provide subsequent fulfilment through removal of the defect (subsequent improvement) or through the delivery of a non-defective item (replacement delivery). The right to refuse subsequent delivery subject to the statutory preconditions remains unaffected.

7. We are authorised to make the subsequent fulfilment owed dependent on payment by the customer of the purchase price due. However, the customer is authorised to withhold an appropriate portion of the purchase price in relation to the defect.

8. The expenses required for the purpose of inspection and subsequent delivery, particularly transport, travel, labour and material costs, as well as any extension and installation costs involved, shall be reimbursed by us in accordance with the statutory regulation, if a defect really does arise. Otherwise, we may demand repayment from the customer of the costs arising from the unjustified demand for the removal of defects (particularly inspection and transport costs), unless the customer did not have the possibility of identifying the lack of defectiveness.

9. If subsequent fulfilment fails, or if a reasonable deadline period set to us for the subsequent fulfilment expires without success, or if required in accordance with the statutory regulations, the purchaser may withdraw from the purchase contract or reduce the purchase price. However, the right to withdraw does not apply in cases of minor defects. This does not apply if the customer has failed to meet their obligation to cooperate within the scope of the subsequent fulfilment.

10. The customer may only assert claims for damage compensation or recompense for unsuccessful expenditure in accordance with the regulations set out in § 8, even if defects arise.

§ 13: Limitation

1. In deviation from § 438, Section 1, No. 3 of the German Civil Code (BGB), the general period of limitation for claims arising from material or legal defects is one year following delivery of the goods. Should an inspection be agreed, the limitation begins with the point in time of the inspection.

2. However, if the goods are a structure or an item that has been used for a structure in accordance with its standard manner of use, and which has caused a defect in the structure (construction material), the period of limitation is 5 years from delivery in accordance with the statutory regulation (§ 438, Section 1, No. 2 of the German Civil Code - BGB), or if agreed, from the point in time of the inspection. Other special statutory regulations relating to the limitation remain unaffected (particularly § 438, Section 1, No. 1, Section 3, §§ 444, 445b of the German Civil Code - BGB).

3. The above periods of limitation of the purchase law also apply to contractual and non-contractual claims for damage compensation by the customer, which are based on a defect in the goods, unless the application of the standard statutory limitation (§§ 195, 199 of the German Civil Code - BGB) would lead to a shorter limitation in individual cases. Claims by damage compensation by the customer are subject to limitation in accordance with § 8.3 and § 8.4, and in accordance with the product liability legislation, although only in accordance with the statutory limitation periods.

SECTION III - CONTRACTS FOR LABOUR

§ 14: Areas of application

The following clauses in Section III apply with regard to our contractual obligation to provide labour services in accordance with § 631 of the German Civil Code - BGB (assembly of goods; additional work such as painting and drywall work).

§ 15: Performance deadline periods

Should time periods for performance be specified in the order, these are not contractual deadline periods, unless specifically designated as such.

§ 16: Hindrance

1. Should we be hindered in the orderly provision of our services, we shall immediately report this to the customer, at least in text form. Should we refrain from such notification, we may only claim for consideration of the hindering circumstances when the customer obviously knew of the matter and its hindering effect.

2. Performance periods specified in the order shall be extended if the hindrance is caused

   2.1 by a circumstance within the area of risk of the customer or of third parties contracted by the customer,

   2.2 by a strike or a lock-out in our operation ordered by the professional representatives of the employers, or a lock-out of an operation of a subcontractor contracted by us, or

   2.3 by force majeure or other circumstances that cannot be prevented by us or those acting on our behalf.

3. Any impact of weather during performance periods specified in the order which can normally be expected on conclusion of the contract is not regarded as a hindrance.

4. We must do all we reasonably can to enable work to continue. As soon as the hindering circumstances are removed, we must resume work immediately and without further and inform the customer accordingly.

5. The extension of the performance periods specified in the order is calculated according to the duration of the hindrance, with an additional period for the resumption of work and any postponement until a less favourable season.

6. Should performance be interrupted for a foreseeably longer period of time, without the service being rendered permanently impossible, the services provided shall be settled in accordance with the contractual prices, and the costs shall be reimbursed that have already arisen to us, and which are covered by the contractual prices for the portion of the service not performed.

7. Should the hindering circumstances be the responsibility of a contractual party, the other contractual party may claim compensation for the damage that has been proven to have arisen, although this only applies in cases of intent or gross negligence. Otherwise, our claim to appropriate compensation according to § 642 of the German Civil Code (BGB) remains unaffected, insofar as the hindrance has been reported in accordance with § 16.1, sentence 1 or due to its obvious nature in accordance with § 16.1, sentence 2.

8. Should an interruption last for longer than 3 months, each contractual party may terminate the contract in writing in relation to the agreed labour services. The settlement is regulated according to § 16.6 and § 16.7. Should we not be responsible for the interruption, the costs of clearing the building site must be reimbursed, insofar as they are not covered by the services already performed.

§ 17: Termination

1. Both contractual parties may terminate the contract with regard to the agreed labour services in accordance with the statutory regulations.

2. Furthermore, we may terminate the contract with regard to the agreed labour services when:

   2.1 the customer omits to perform an obligatory action and in so doing, renders us unable to perform the service (default of acceptance in accordance with §§ 293 ff. of the German Civil Code - BGB), or

   2.2 the customer fails to make a due payment or otherwise defaults on debt.

3. We may only declare a termination for the reasons specified in § 17.2 after we have unsuccessfully set a reasonable deadline period to the customer for the fulfilment of the contract, and when we have explained that following the unsuccessful expiry, we shall terminate the contract with regard to the agreed labour services.

4. In the case of termination due to the grounds specified in § 17.2 or for an important reason, we retain the right to request payment for the services provided to date, in accordance with the contractual prices. We may also claim reasonable compensation in accordance with § 642 of the German Civil Code (BGB); any further claims remain unaffected.

5. Every termination must be made in writing.

§ 18: Inspection

1. For the inspection of our services, the regulations of § 640 of the German Civil Code (BGB) apply.

2. In addition, a concludent inspection of our services occurs within 2 weeks after the customer has made use of our services without reserve, or if the customer has met claims for remuneration for our labour services in full.

SECTION IV: COMMON CLAUSES

§ 19: Conclusion of contract

1. Our offers are non-binding and subject to alteration.

2. The order by the customer is a binding contractual offer. Unless no other regulation is agreed, we may accept this contractual offer within 14 calendar days after receipt. The acceptance can be made either orally, in writing, in text form or concludent through delivery of the goods.

§ 20: Offer / planning documents

1. We reserve all ownership rights and copyright to photographs, drawings, calculations, plans and other documents. These must be used solely for the purpose of processing the contract, and many not be rendered accessible to third parties without our prior, written approval.

2. This also applies if the documents describe above in § 20.1 originate from our customers, and these are only processed by us to a minor extent and without remuneration.

§ 21: Prices / payment / customs duties

1. The prices specified in the order are binding.

2. Our claims for payment fall due within 14 days following receipt of the invoice and delivery, or following the inspection. Deductions are not granted, unless other individual agreements are made.

3. Any customs duties, fees, taxes and other official payments shall be borne by the customer.

§ 22: Changes to services

1. The customer may request changes to the services ordered, or request additional services (jointly referred to below as: “modified services”).
   Should the requested modified services not be necessary for the attainment of the agreed success, the following regulations in § 22.2 to § 22.4 apply only insofar as the performance of the requested modified services can reasonably be expected. Otherwise, we are not obliged to submit a subsequent performance offer for the requested modified services according to § 22.2, and the customer does not retain the right to demand performance of the requested modified services according to § 22.3.

2. In the case of a request for modified services, the customer shall present a subsequent performance offer. Should the customer be responsible for planning, we are only obliged to produce and present a subsequent performance offer when the customer has produced and provided us with the plans necessary for the requested modified service.

3. The contractual parties strive to reach agreement regarding the added or reduced remuneration arising as a result of the requested modified services. Should no agreement be reached regarding the added or reduced remuneration within 30 days following receipt of the request for modification, the customer may demand the performance of the modified services. Insofar as the customer is responsible for planning, the deadline period for reaching an agreement as described above begins with the receipt of the plans necessary for the requested modified services.

4. If no agreement is reached between the contractual parties within the time period regulated in § 22.3, the customer may demand the performance of the modified services. In this case, we may assert a claim for the actual costs necessitated, plus appropriate surcharges.

5. Requests for changes, subsequent performance offers and demands for changes must be submitted at least in text form.

6. Otherwise, the statutory regulations apply.

§ 23: Public safety obligations

1. Should we provide services at the customer's premises, the customer is obliged to ensure public safety in the areas used by us.

2. Transfer of the obligation to ensure public safety to third parties is only possible following our prior approval. A request for approval must be submitted by the customer at least in text form.

§ 24: Setoff and withholding rights / prohibition on assignment

1. The customer only retains rights to set off or withhold insofar as their claim is legally established, or if the claim is undisputed. Exceptions to this regulation are the statutory counterclaims by the customer due to defective delivery.

2. The assignment of rights, demands and claims is only effective following our prior approval. Our approval must be submitted to the customer at least in text form in order to be effective.

§ 25: Confidentiality

1. The distribution of information or inspection of this contract or plans and tender documents to third parties is prohibited, insofar as such information or inspections are not necessary for the performance of the contract. The same applies to any company secrets and other confidential information that may become known in connection with the performance of this contract.

2. Publications about our services or parts of the project are only possible following our prior approval. A request for approval must be submitted by the customer at least in text form. The approval is already granted on conclusion of contract in such cases where planning documents originate from our customers, and these are only processed by us to a minor extent and without remuneration.

§ 26: Data protection

1. Should the customer or the other contractual party provide access to personal data (e.g. data relating to customers, staff, other employees, such as those of subcontractors) within the scope of processing the contract, or should they gain knowledge of such data during the course of fulfilment of this contract, the contractual parties are subject to the German and EU data protection laws regarding the protection of this data, in particular the EU General Data Protection Regulation (GDPR). Access to personal data shall only be provided to the other contractual party when the conditions of the above data protection clauses are observed.

2. Should the customer provide us with access to personal data, or should we gain knowledge of such data during the course of fulfilment of this contract, we are our own controller as defined in the data protection laws (Art. 4, No. 7 GDPR).

3. Should the customer provide use with the personal data of third parties for the purpose of processing this contract, the customer thereby creates the legal basis for a permissible transfer of the personal data of the third party. We are expressly not permitted to process the data for any other purpose.

4. Both contractual parties shall inform the persons entrusted with the data processing regarding the legal aspects of data protection, and oblige them to observe the statutory data protection requirements set out in the relevant data protection laws.

§ 27: Choice of law / place of jurisdiction / severability clause

1. For these General Terms and Conditions, and for the contractual relationship between the customer and ourselves, the law of the Federal Republic of Germany applies, to the exclusion of international uniform law, particularly UN sales law.

2. Should the customer be a business person in accordance with the German Commercial Code, an entrepreneur in accordance with § 14 of the German Civil Code (BGB) or a special fund under public law, the sole place of jurisdiction, also internationally, for all disputes arising from or connected to this contract is D-88677 Markdorf.

3. Should one clause in these General Terms and Conditions be or become entirely or partially ineffective or infeasible, the effectiveness and feasibility of the remaining clauses remain unaffected. The contractual parties shall cooperate in order to replace the ineffective or infeasible clause with a clause that is effective or feasible that comes closes to the commercial purpose pursued by the contractual parties by the clause that is ineffective or infeasible.