

General Service Terms and Conditions of Jungheinrich Vertrieb Deutschland AG & Co. KG



Valid from May 1st, 2024

I. Scope of Application

- These General Terms and Conditions of Service ("**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 (collectively referred to as "**Customer**") for all our contracts, offers, order confirmations and other declarations of acceptance of contracts which have as their subject matter services provided by our customer service (e.g. maintenance, repairs, etc.), unless we expressly declare other terms to be applicable.
- Our Terms shall apply exclusively; any and all conflicting terms and conditions or the terms and conditions deviating from these Terms or from statutory provisions shall not apply, unless we have expressly agreed to their validity in writing. Such conflicting or deviating terms and conditions shall not apply even if we do not expressly object to them or if we have performed services or accepted payments without reservation.
- Within the framework of an ongoing business relationship, these Terms shall also apply to all future maintenance, service and repair agreements between us and the Customer, unless we expressly incorporate other terms and conditions.

II. Conclusion of Contract

- Unless expressly stated otherwise by us, our offers are subject to change and non-binding.
- We can accept contractual offers of the Customer (e.g. orders) within fourteen (14) calendar days after submission. Contract offers of the Customer (e.g. orders) are irrevocable until the expiration of this period of time. The contract shall be concluded by our acceptance in written form (e.g. through order confirmation) or electronic form. To safeguard the electronic form it is sufficient to sign using an advanced electronic signature generated in RSign, or comparable software, or a comparable procedure within the meaning of Article 3 No. 11 eIDAS regulation (EU No. 910/2014). The same shall apply to the revocation of this form requirement. Jungheinrich has published the RSign data privacy policy at <https://www.jungheinrich.com/data-privacy-policy-rsign-795376>
- This written form requirement does not include post-contractual amendments and supplements. We shall also remain entitled to constitute the conclusion of a contract by performing services without reservation or by invoicing services in whole or in part.
- If our declaration of acceptance (e.g. order confirmation) is received by the Customer late, the Customer shall immediately inform us.
- Our silence does not constitute any trust in conclusion of a contract.
- Upon conclusion of the respective contract, the Customer shall at the same time be deemed to have granted permission to carry out test drives and use of the service items within the scope of the provision of the services.
- In the event of the assumption of services on service items that have not been delivered by us to the Customer, we may make the conclusion of the contract dependent on a prior inspection of the service items. The costs of the prior inspection as well as any other associated costs shall be invoiced separately to the Customer.

III. Cooperation and Technical Assistance of the Customer

- The Customer shall provide the service items on which the services have to be performed by us at the time and place agreed in the contract. Our service technicians shall be granted unhindered access to the service items by the Customer for the duration of the performance of the services.
- During our performance of the services at the Customer's premises, the Customer shall ensure that
 - the premises as well as the necessary facilities available in his company are available for the performance of the services. He is obliged to provide technical assistance at his own expense, in particular to provide free of charge and sufficient auxiliary personnel, auxiliary means, necessary means of transport as well as electricity, water and other necessary operating means including the corresponding connections for the required time.
 - the agreed services can be started immediately after the arrival of our service technicians and carried out without delay until completion. Insofar as special plans and/or instructions are required on our part, we shall make them available to the Customer in good time.
 - the measures necessary for the protection of persons and property at the place of performance of the service are taken. The Customer shall inform our service technicians of existing safety regulations, insofar as these are of importance to our service technicians for the provision of the services.
- Any delays caused by the Customer shall be at the Customer's expense.
- The Customer shall provide at its own expense all materials and perform all other acts that may be necessary for the adjustment of the service items as well as for the performance of the testing of the service items.
- If the Customer does not fulfil its obligations in accordance with the provisions in Sec. III. Para. 1, 2 and 4 even after we have set a reasonable deadline, we shall be entitled, but not obliged, to take the respective measures in its place and at its expense or to have them taken by suitable third parties. We expressly reserve the right to assert further claims.

IV. Remuneration, Cost Estimates

- The remuneration shall be determined in accordance with the price list agreed upon conclusion of the contract, which we enclose with our offer. We are entitled to change the price list for future contract conclusions at any time.
- Unless expressly agreed otherwise in writing in individual cases, the services shall be invoiced on the basis of working hours. Travel time shall also be invoiced as working hours, unless expressly agreed otherwise in writing in individual cases. Costs for travel by car shall be charged at a kilometer rate notified to the Customer upon conclusion of the contract, unless expressly agreed otherwise in writing in individual cases. The service shall be invoiced on an hourly basis. Any commenced ten (10) minutes of the service provided shall be rounded up to full ten (10) minutes in each case, unless this is unreasonable

under the circumstances of the individual case. For overtime, nighttime and Sunday hours, the usual surcharges shall be charged, which result from our price list valid at the time of conclusion of the contract. In the case of special assignments outside the usual business hours of our branch offices, separate lump-sum on-call flat rates will be charged in addition to the working and travelling hours, which shall be derived from the price list valid at the time of conclusion of the contract, insofar as no express written agreement to the contrary has been made with the respective Customer.

- Accommodation, telephone, and comparable other costs incurred in the performance of the contractually agreed services shall be charged on a time and material basis, unless they are already included in the scope of services of the respective contract and are not already covered by a lump sum for incidental costs agreed therein.
- If no lump sum price is agreed in the respective contract, we shall inform the Customer of the probable price (cost estimate) upon conclusion of the contract. The cost estimate may be exceeded by a maximum of 20%.
- If it becomes foreseeable for us that the cost estimate will be exceeded by more than 20%, we shall notify the Customer thereof immediately and shall seek agreement with the Customer.
- If the Customer requests a cost estimate with binding prices prior to the performance of the contractual services in the cases set out in Sec. IV. Para. 5 above, the Customer must expressly request this. Such a cost estimate shall only be binding if it is submitted in writing and expressly designated as binding.
- If the Customer terminates the contract due to the cost estimate being exceeded in accordance with the Sec. IV. Para. 5 and Para. 6 above or for other reasons, or if the Customer withdraws due to the cost estimate being exceeded in accordance with the Sec. IV. Para. 5 and Para. 6 above or for other reasons, the Customer shall pay for the services provided up to that point, including the expenses for spare parts ordered and already procured, as well as the lost profit.
- If the labor and wage cost index (ALI, 2016 = 100) officially determined by the Federal Statistics Office of Germany (*Statistisches Bundesamt*) has changed by more than 5% upwards or downwards since the conclusion of the contract or the date of the last adjustment, either contracting party may demand an appropriate adjustment of the payment owed by means of a written declaration. The amount of the adjustment shall be at least half of the change in the ALI referred to in the first sentence above and shall in no event exceed the change in the ALI. The adjustment may be requested at the earliest with effect from the first day of the month following receipt of the request for adjustment.

V. Terms of Payment, Default of Payment, SEPA Direct Debit Procedure (*SEPA-Lastschriftverfahren*)

- Our payment claims are due for payment without deduction 14 calendar days after receipt of the invoice. The receipt of the payment by us is decisive for the timeliness of the payment. Bank charges and expenses shall be borne by the Customer.
- Complaints about invoices must be made in writing and within 14 calendar days after receipt of the invoice by the Customer.
- In the event of default in payment, interest on arrears shall be charged in accordance with the statutory provisions.
- In the event that our claims are jeopardized by a significant deterioration in the creditworthiness of the Customer which becomes apparent after conclusion of the contract, we shall be entitled to perform outstanding services or other contractually agreed services only against advance payment or provision of adequate security. If the Customer fails to make an advance payment or provide adequate security within a reasonable period of time, we shall be entitled to withdraw from the contract. Our other rights of withdrawal shall remain unaffected.
- If the Customer agrees with us to make payments by SEPA direct debit (*SEPA-Lastschriftverfahren*), the Customer shall grant us the necessary SEPA direct debit mandate, stating its bank and the relevant bank data (BIC and IBAN). The Customer shall ensure the necessary coverage of its bank account. The Customer shall bear any costs caused by return debits.
- We will notify the Customer of the upcoming debit prior to the submission of a SEPA direct debit, stating the amount, due date, creditor identification number and mandate reference ("**Advance Notification**"). This Advance Notification shall be made no later than five (5) calendar days before the due date.
- If no SEPA direct debit procedure has been agreed, invoice amounts due are to be transferred to the account named by us in the invoice.
- The Customer shall only be entitled to rights of set-off and retention against our claims insofar as counterclaims against us have been legally established or are undisputed, or the Customer's counterclaim with which set-off is to be effected originates from the same contractual relationship with our claim. The same shall apply to the Customer's rights to refuse performance.
- Assignments of claims against us are only permissible with our prior written consent. Sec. 354a German Commercial Code [*Handelsgesetzbuch* – "HGB"] remains unaffected.

VI. Time of Performance, Delay

- If the Customer places additional and/or extension orders with us and/or if additional work becomes necessary after consultation with the Customer, the contractually agreed period for the performance of the contractual services shall be extended accordingly.
- In the event of delay with services, our liability shall be governed by the statutory provisions subject to the following limitations: The Customer's claim for damages due to delay is limited to 0.5% of the agreed net fee for the delayed service for each full week of delay, up to a maximum of 5% of the net fee in total, to the extent permitted by law. This limitation shall not apply in the event of liability due to intent or gross negligence.
- Our delivery obligations shall be subject to correct and timely delivery by our suppliers. If we are not supplied correctly and/or in good time by our upstream suppliers for reasons for which we are not responsible, although we have placed congruent orders with them in good time, and the deliveries and services concerned cannot be procured elsewhere in good time despite reasonable

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efforts, we shall inform the Customer of this without delay. Agreed delivery dates shall then be postponed by a reasonable period of time, which shall in particular take into account our availability of resources and of our suppliers, as well as our capacity commitment and that of our suppliers in other projects running at the same time, without any delay occurring in this respect.

VII. Transfer of Risk and Transport

1. The risk shall pass to the Customer upon notification of the completion of the contractual services.
2. The outward and return transport of the service items on which services are to be provided shall in principle be the responsibility of the Customer, who shall also bear the risk of accidental loss and accidental deterioration in transit.
3. If transport is undertaken by us as agreed, this shall be for the account and at the risk of the Customer, even if the transport is undertaken with our vehicles, unless otherwise expressly agreed in writing in the individual case.
4. The service items handed over to us by the Customer for the performance of the contractual services shall not be insured by us against fire, theft, transport and storage damage or any other damage. These risks are to be covered by the Customer unless we have taken out appropriate insurance at the Customer's express written request and at the Customer's expense.

VIII. Acceptance, Discontinuation of Services

1. If acceptance is required or agreed by law, the Customer shall carry out the acceptance within two (2) weeks after our notification of readiness for acceptance. The sending of the invoice shall also be deemed to be a corresponding notification of readiness for acceptance.
2. If acceptance does not take place within the aforementioned period of time, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place when the service item on which the services have been provided by us is put into use by the Customer.
3. If we discontinue our services at the request of the Customer, the Customer shall be obliged to pay for the services provided up to that point in time, deducting any payments already made, within 14 calendar days after receipt of the invoice.
4. After completion of the services, in case of services lasting for several calendar days, our service technicians shall submit a statement of the working time spent, which shall be signed off by the Customer.
5. If the return of the service items is delayed for reasons for which the Customer is responsible, the risk of accidental loss and accidental deterioration shall pass to the Customer at the time at which it would have passed to the Customer without the aforementioned circumstances. In the event of default in acceptance by the Customer, the risk shall pass to the Customer at the beginning of the default in acceptance. Furthermore, in the aforementioned cases we are entitled to charge the Customer an appropriate amount for the storage of the service items.

IX. Claims for Defects

1. The rights of the Customer in the event of defects shall be determined in accordance with the statutory provisions. Claims for damages and reimbursement of expenses due to defects shall be governed by the statutory provisions in accordance with Sec. XIII.
2. If the Customer or third parties carry out improper work, modifications, or repairs on the service item without our prior express written consent, no claims for defects shall exist for these and the resulting consequences. The same shall apply if, at the Customer's request, the replacement of parts in need of renewal is omitted.
3. As a matter of principle, we do not provide any guarantee of durability and/or other guarantees for our services. In this respect, none of our descriptions, promises or other statements - neither before nor at the time of nor after conclusion of the contract - shall be deemed to have the character of a guarantee. This does not apply to guarantees expressly agreed in writing in individual contracts (e.g. Jungheinrich Li-Ion battery guarantees (*Jungheinrich Li-Ionen Batteriegarantien*)).
4. If one of our statements should have the character of a guarantee, either intentionally or unintentionally, we shall only be liable to the extent that the purpose of the guarantee was to protect the Customer against the damage that has occurred.

X. Spare Parts

Spare Parts shall be sold at the respectively valid list prices in accordance with our General Terms and Conditions of Delivery, unless otherwise agreed below. We shall not assume any liability for spare parts which the Customer has not obtained from us. Spare parts which we have to manufacture and/or procure separately on behalf of the Customer as part of the provision of a service cannot be returned by the Customer. We will only take back spare parts ordered and delivered as agreed against payment of 20% of the list price plus freight and packaging costs.

XI. Retention of Title, Right of Retention and Lien

1. We retain title to all items installed or used by us in the course of providing the services ("**Reserved Goods**") until all claims against the Customer to which we are entitled under the business relationship have been satisfied.
2. The Customer is obliged to cooperate in measures required to protect our reservation of title; in particular, upon conclusion of the contract the Customer authorizes us, at the Customer's expense, to make any necessary entry or notation of our reservation of title in public registers and to fulfil all other formalities required under the applicable property law.
3. The processing or transformation of the Reserved Goods by the Customer shall always be carried out free of charge for us as manufacturer within the meaning of Sec. 950 BGB. The Customer shall keep the new item for us with the due care of a prudent businessman. It shall be deemed to be Reserved Goods. If the Customer processes, combines or mixes the Reserved Goods with other items, we shall be entitled to co-ownership of the new item in the ratio of the

invoice value of the Reserved Goods to the invoice value of the other goods used. If our reserved property expires due to combination or mixing, the Customer shall already now transfer to us the property rights to which he is entitled in the new stock or the new object to the extent of the invoice value of the reserved property and shall store them for us free of charge. Our (co-)ownership rights arising hereunder shall be deemed to be Reserved Goods.

4. During the existence of the reservation of title, the Customer is prohibited from pledging or transferring ownership by way of security. Disposal of the Reserved Goods shall only be permitted in the ordinary course of the Customer's business. By way of security, the Customer hereby assigns to us all claims arising from the resale of the Reserved Goods. The Customer is hereby authorized to collect the claim. If the Reserved Goods are sold by the Customer together with other goods not sold by us, the assignment of the claim from the resale shall only apply to the amount of the resale value of the Reserved Goods sold in each case. If the Customer includes the claim from the resale in a current account relationship with its client, the recognized balance, which is assigned in the amount of the resale value of the respective Reserved Goods sold, shall take the place of the current account claim after it has been balanced. In the event of the sale of goods in which we have co-ownership shares in accordance with Sec. XI. Para. 3, the assignment of the claim shall apply in the amount of the corresponding resale value of these co-ownership shares.
5. We shall be entitled to revoke the authorization to sell the Reserved Goods and the authorization to collect if the Customer defaults on payment or disposes of the Reserved Goods outside the ordinary course of business or if, after the conclusion of the contract, a significant deterioration in the Customer's financial circumstances becomes apparent which jeopardizes a claim on our part, in particular in the event of a cessation of payments by the Customer or an application to open insolvency proceedings against the Customer's assets. In the event of a revocation of the collection authorization, we shall be entitled to demand from the Customer that he immediately provides notification of the transferred claims and names their debtors, provides any information required for the assertion of the claims, hands over the relevant documents and informs the debtors of the transfer.
6. If the Reserved Goods are used by the Customer for the performance of a contract for work and services or a service contract, the Customer's claim arising from the contract for work and services or the service contract shall be assigned to us to the same extent as stipulated in Sec. XI. Para. 3 and Para. 4.
7. In the event of seizures, confiscations or other dispositions or interventions by third parties, the Customer must notify us immediately.
8. The Customer shall maintain the Reserved Goods in perfect condition. Necessary maintenance and inspection work on the Reserved Goods shall be carried out by the Customer at its own expense and risk.
9. As long as the reservation of title exists, the Customer is obliged to insure the Reserved Goods in our favor against theft, breakage, fire, water and other risks at replacement value. The Customer authorizes us already now to assert all claims for compensation from these insurances.
10. We may exercise a right of retention in respect of the service item until payment has been made in accordance with Sec. V. and payments have also been made for any earlier deliveries and/or services provided by us.
11. We shall be entitled to a lien on the service item. If we make use of our right of lien sale (*Pfandrechtsverkaufsandrohung*), it is sufficient for the lien sale threat to send a notification by registered letter to the last known address of the Customer.
12. In the event that the Customer is not the owner of the service item, the Customer assigns to us the claim and the expectation of transfer of ownership or retransfer after full settlement of existing claims of third parties and hereby irrevocably authorizes us to perform for the Customer. However, we shall not be obliged to perform in place of the Customer.
13. If the Customer substantially breaches the aforementioned obligations set forth in Sec. XI, we shall be entitled to withdraw from the contract.
14. Insofar as the value of the security rights to which we are entitled exceeds the amount of the secured claims by more than 10%, we shall, at the Customer's request, release a corresponding part of the security rights at the Customer's discretion.

XII. Disposal of Old Parts and Used Materials

The Customer shall be responsible for the proper disposal of all used parts and oils as well as other consumables arising in the course of the performance of the services, unless otherwise agreed in individual cases. Insofar as statutory regulations are issued which stipulate otherwise, the Customer undertakes to reach an appropriate agreement with us regarding disposal. In this context, it is to be assumed that the contractual partners will use third parties to fulfil the disposal obligation.

XIII. Liability

1. Claims for damages and reimbursement of expenses of the Customer ("**Claims for Damages**"), irrespective of the legal ground are excluded.
2. However, the above exclusion of liability shall not apply in the case of
 - a) Claims for reimbursement of expenses according to Sec. 439 Para. 2 BGB and Sec. 439 Para. 3 BGB and Sec. 445a Para. 1 BGB;
 - b) intent or gross negligence;
 - c) liability on the basis of the Product Liability Act [*Produkthaftungsgesetz – ProdHaftG*];
 - d) liability for culpable injury to body, life or health;
 - e) the assumption of a quality guarantee (*Beschaffenheitsgarantie*);
 - f) liability for culpable breach of essential contractual obligations, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of a contract and the observance of which the Customer regularly relies on and may rely on. In the event of a breach of material contractual obligations, our liability shall be limited to foreseeable damage, the occurrence of which must typically be expected, unless we are liable for intent or gross negligence, injury to life, limb or health or under the Product Liability Act.
3. In the event of damage caused by delay, Sec. VI. shall take precedence over this Sec. XIII.

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- The above provisions do not imply a change in the burden of proof to the detriment of the Customer.
- To the extent that our liability is limited under this Sec. XIII, this shall also apply to the corresponding personal liability of our employees, vicarious agents, bodies and legal representatives.
- If the service item is damaged at our premises by the Customer or third parties commissioned by the Customer and if persons are injured and/or our property and/or property of third parties is damaged in the process, the Customer shall be liable for this. He shall also be liable for damages, including any consequential damages, caused by concealment of defects.

XIV. Data Protection

- Regarding the processing of personal data, the parties shall comply with the requirements of the applicable data protection law, in particular the General Data Protection Regulations.
- If fulfillment of the contract involves Jungheinrich processing personal data on behalf of the customer, the parties shall conclude a separate data processing agreement before data processing commences.

XV. Limitation

- The limitation period for claims and rights due to a material or legal defect (damages instead of or in addition to performance, claims for reimbursement of expenses, reduction, withdrawal or subsequent performance) shall be one (1) year.
Notwithstanding the foregoing, the statutory limitation period shall apply
 - with regard to all claims and rights of the Customer in the case of Sec. 438 Para. 1 no. 1 BGB (rights in rem of third parties entitling to the surrender of the object), Sec. 438 Para. 1 no. 2 BGB (buildings and objects), Sec. 445b BGB (recourse claims in supplier recourse) or in the case of fraudulent concealment of the defect by us and
 - in the case of claims for damages: in the case of injury to body, life or health, claims under the Product Liability Act and grossly negligent or intentional breaches of duty.
- The suspension of expiry pursuant to Sec. 445b Para 2 BGB shall end no later than five (5) years after the date on which we delivered the goods to the Customer.
- Rectifications or replacement deliveries shall be carried out by us as a gesture of goodwill and without acknowledgement of a legal obligation. An acknowledgement with the consequence of a new start of the limitation period shall only exist if we expressly declare this to the Customer. With the exception of an expressly declared acknowledgement, no new limitation period shall commence with rectification or replacement delivery. The statutory provisions on suspension, recommencement and interruption shall remain unaffected.
- For other claims of the Customer, irrespective of the legal grounds, which are not attributable to defects of the subject matter of the contract, the regular limitation period shall be reduced to two (2) years from the statutory commencement of the limitation period. This shall not apply to claims for damages in accordance with Sec. XV. Para. 1 lit. b).

XVI. Confidentiality

- The Customer shall be obliged to treat as confidential vis-à-vis third parties all information, in particular know-how and trade secrets, which it obtains from us and which are marked as confidential or where it is evident from the circumstances that they are confidential ("**Confidential Information**"), irrespective of whether they have been communicated in written, electronic, embodied, or oral form. In particular, the Customer is not authorized to disclose or make available the Confidential Information to any third party without our prior consent. The Confidential Information shall only be used for the purposes of the contract. Furthermore, the Customer undertakes not to examine, analyze, disassemble, decompile or determine the composition of products of ours which have not been made publicly available by other methods of reverse engineering. Sec. 69e of the Act on Copyright and Related Rights [*Urhebergesetz* – "UrhG"] remains unaffected. This prohibition of reverse engineering shall apply irrespective of whether the Customer uses Confidential Information in the process. The Customer shall oblige its employees and other persons who obtain access to the Confidential Information in connection with the performance of the contract to maintain secrecy accordingly.
- From the obligation in Sec. XVI. Para. 1 information shall not apply to information which (a) was demonstrably already known to the Customer at the time of the conclusion of the contract or subsequently becomes known to the Customer from a third party without violating a confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of the conclusion of the contract or subsequently becomes generally known provided this is not based on a violation of this contract, (c) was independently developed by the Customer without access to our Confidential Information, or (d) must be disclosed due to statutory obligations or by order of a court or an authority.
- These obligations of this Sec. XVI shall continue to exist beyond the termination of the contract and the business relationship, irrespective of the manner in which the contract or the business relationship is terminated.

XVII. Force Majeure; Corona Crisis; Ukraine War

- If the performance of a contract is impaired by force majeure or circumstances for which we are not responsible and which could not have been foreseen at the time of the conclusion of the contract even with the exercise of reasonable care, in particular due to partial or general mobilization, war, civil war, acts of war or warlike acts or conditions, immediate danger of war, government intervention or control within the framework of the war economy, monetary and trade policy measures or other sovereign measures, arbitrary acts by public authorities or politicians, riots, terrorism, natural disasters, accidents, labor disputes, epidemics, pandemics, major operational disruptions (e.g. fire, machinery or rolling mill breakdowns, shortage of raw materials or energy of more than short duration) or obstruction of traffic routes or other unusual delays in transport, in

- each case of more than short duration, the contractual obligations of the parties shall be suspended and the periods and dates provided for the performance of the services shall be extended accordingly, irrespective of whether these circumstances occur at our premises or those of a supplier or subcontractor. The Customer undertakes to negotiate with us a corresponding adjustment of the contract with regard to the other contractual terms (in particular the contract price). Insofar as an adjustment to the contract as a result of force majeure is not economically justifiable, both parties shall be entitled to withdraw from the contract or to terminate the contract. Statutory rights of withdrawal and termination or rights regulated in these Terms shall remain unaffected.
- Without prejudice to Sec. XVII Para. 1 and Para. 2 above, we shall not be liable for any delay or other breach in the performance of our contractual obligations caused directly or indirectly by the outbreak of the corona virus or the ongoing pandemic (COVID 19) and related measures ("**Corona Crisis**"). However, we will take commercially reasonable steps to limit the potential impact of the Corona Crisis on the performance of our contractual obligations. Upon our request and after notification of the Customer, our contractual obligations shall be suspended as long as the Corona Crisis or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the Corona Crisis exceeds a period of more than 90 days, both parties shall be entitled to withdraw from the contract.
- Without prejudice to Sec. XVII Para. 1 and Para. 2 above, we shall not be liable for any delay or other breach in the performance of our contractual obligations caused directly or indirectly by war or warlike activities (whether or not war has been declared) between Ukraine and the Russian Federation/Russia ("**Ukraine War**"). However, we will take commercially reasonable steps to limit the potential impact of the Ukraine War on the performance of our contractual obligations. Upon our request and after notification of the Customer, our contractual obligations shall be suspended as long as the Ukraine War or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the Ukrainian War exceeds a period of more than 90 days, both parties shall be entitled to withdraw from the contract.

XVIII. General Provisions

- The Incoterms in the version applicable at the time of the conclusion of the contract shall apply to the interpretation of the trade terms.
- Insofar as a written form requirement is stipulated in these Terms, compliance with the text form within the meaning of Sec. 126b BGB (permanent data carrier such as fax, e-mail, letter) shall be sufficient in this respect.
- In the event that individual provisions of the contract are invalid, the remaining provisions shall remain valid.
- Our service technicians are not authorized to make or accept binding declarations on our behalf.
- The Customer shall notify us immediately in text form of any change in its registered office and any changes in the legal form and liability relationships of its company.

XIX. Place of Performance, Place of Jurisdiction, Applicable Law

- Unless otherwise agreed, the contractual services and/or other contractual provisions shall be performed at the registered office of the customer on conclusion of the contract.
- The place of jurisdiction for all disputes shall be Hamburg, when the Customer is a registered merchant, a legal entity under public law or a special estate under public law, or when it has no general place of jurisdiction in Germany. The local court of Hamburg-Mitte shall be the place of jurisdiction for disputes which fall under the jurisdiction of local courts.
- German law shall apply exclusively to all legal relationships between the customer and us, in the same way as for relationships between domestic contractual partners.