

General Terms and Conditions of LICHTZENTRALE Lichtgroßhandel GmbH (as of 01.08.2024)

1. Scope

(1) Unless otherwise expressly agreed, the following "General Terms and Conditions" shall apply to all contracts, deliveries, and other services in commercial transactions with entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law, or special funds under public law (hereinafter referred to as "Customers"). In the context of an existing business relationship, these terms and conditions also become part of the contract even if LICHTZENTRALE Lichtgroßhandel GmbH (hereinafter referred to as the "Company") does not explicitly refer to their inclusion in each individual case and the Customer does not object to their validity. These "General Terms and Conditions" also apply to framework agreements concluded between the Company and the Customer.

(2) Opposing or deviating conditions of the Customer, particularly purchasing conditions, shall not become part of the contract unless the Company expressly and in written form agrees to them.

(3) For the interpretation of trade clauses, the Incoterms in their most recent version shall be decisive in case of doubt.

2. Offers and Conclusion of Contract

(1) All offers made by the Company are non-binding and without obligation unless they are expressly marked as binding or contain a specific acceptance period. They merely constitute an invitation to submit an offer.

(2) A contract is only concluded upon the Company's written order confirmation or implicitly by the execution of the order and is governed exclusively by the content of the order confirmation and/or these General Terms and Conditions. In the case of implicit acceptance of the offer, the delivery note or the invoice shall be deemed the order confirmation.

(3) Oral promises made by the Company, its employees, or commercial agents before the conclusion of the contract are legally non-binding and are replaced by the written contract unless otherwise agreed. Any modifications or additions to the contract made by the Company, its employees, or commercial agents after the conclusion of the contract shall only be effective if made in written form. Oral statements by persons with unlimited authority to represent the Company remain unaffected by the preceding provision.

(4) If facts become known to the Company after the conclusion of the contract (e.g., the Customer's default in payment for previous deliveries), which, according to proper commercial discretion, indicate that the payment claim is endangered due to the Customer's lack of performance capability, the Company has the rights under § 321 BGB. In particular, the Company is entitled to demand payment step-by-step or corresponding securities from the Customer within a reasonable period.

(5) The Company's performance obligation is limited exclusively to its duties as a seller under the purchase contract. Consulting or information services are not subject to the contract unless expressly agreed in writing.

(6) By concluding the contract, the Customer acknowledges that they have informed themselves about the type of execution and the scope of services by inspecting existing plans and service descriptions. There is no liability for obvious errors, typographical, and arithmetical errors in documents, drawings, and plans. The Customer will inform the Company of such errors so that the order confirmation or the execution of the order can be corrected or renewed. This also applies if the Customer did not receive the documents in full.

(7) The minimum order value is €100.00. If an order falls below this value, a handling fee of €9.50 is agreed upon.

(8) The Customer does not have a contractual right of return. Goods returns are at the Company's discretion, subject to statutory obligations. If the Company agrees to accept returned goods, it is entitled to deduct a reasonable percentage of the net invoice amount for handling, inspection, and repackaging costs from the credit note for the returned goods. Damaged goods will not be credited. The return of goods that are not stock items is generally only possible if the upstream supplier agrees to take back the goods from the Company. In the case of an error, the Company is entitled to compensation for any damage incurred under § 122 BGB.

(9) The Company is entitled to issue interim invoices or advance payment invoices up to the full value of the goods. If the Customer does not pay within a reasonable period (14 days) after receiving the interim or advance payment invoice, the Company is released from its delivery obligations until the interim or advance payment invoice is settled. Delivery dates promised by the Company will be postponed accordingly. If the Customer also fails to settle the interim or advance payment invoice within a further reasonable period, the Company is entitled to withdraw from the contract without further conditions. In this case, the Customer's claims for damages and/or reimbursement of expenses are excluded. Receipt of the invoice is deemed to have occurred on the second working day following dispatch.

3. Data Protection

The Company stores and uses the Customer's personal data for the processing and fulfillment of concluded contracts. The data will also be used for further maintenance of the business relationship with the Customer unless the Customer objects according to Art. 21 GDPR.

4. Additional Services

Consulting and planning services that the Customer has to provide to third parties are not part of the contract. Any information provided in this regard is always non-binding.

5. Delivery, Transfer of Risk, and Delay

(1) Unless otherwise agreed, delivery is "EXW Ex Works" (Incoterms 2020). Loading and unloading of the delivery are not part of the contract unless otherwise agreed. The risk passes to the Customer upon handing over the goods to the Customer, the carrier, or the freight forwarder, at the latest upon leaving the Company's premises, even if the delivery is made by the Company. The risk also passes to the Customer if delivery is made from a third party's premises at the Company's request (so-called drop shipment).

(2) If delivery "free domicile" is agreed, it is at the Customer's risk. In both cases, the Company only bears the costs for freight and insurance. If dispatch is delayed at the Customer's request or due to their fault, the goods will be stored at the Customer's expense and risk. The same applies if dispatch or delivery is delayed due to force majeure or obstacles occurring after the conclusion of the contract that the Company is not responsible for. In this case, the notification of readiness for dispatch or delivery is equivalent to dispatch by the Company. The notification is deemed to have been received on the second working day following dispatch.

(3) Partial deliveries are permissible to a reasonable extent. They are particularly permissible if the partial delivery is usable for the Customer within the scope of the contractual purpose and if the delivery of the remaining ordered goods is ensured.

(4) The delivery period is extended - even within a delay - appropriately in the event of force majeure and all unforeseen obstacles occurring after the conclusion of the contract that the Company is not responsible for (in particular, operational disruptions, strikes, lockouts, or disruption of traffic routes, cyber-attacks on the IT system), provided these obstacles are proven to have a significant impact on the delivery. This also applies if these circumstances occur at the Company's suppliers and their sub-suppliers, especially if they cannot deliver to the Company in accordance with the contract despite an existing purchase contract or order. The Company will inform the Customer of the beginning and end of such obstacles as soon as possible. The Customer can request the Company to declare whether it will withdraw from the contract or deliver within a reasonable period. If the Company does not declare immediately, the Customer can withdraw. Claims for damages and/or reimbursement of expenses are excluded in this case. The above provisions apply correspondingly to the Customer if the above obstacles occur with them.

(5) In the event of a delivery delay, the Customer is obliged, at the Company's request, to declare within a reasonable period whether they will continue to insist on delivery or withdraw from the contract and/or claim damages instead of performance due to the delay. If the Customer does not declare within the period, their silence is deemed a waiver of the fulfillment of the delivery obligation.

(6) The Company is only liable for timely delivery for its own fault and that of its vicarious agents. However, the Company is obliged to assign any claims it may have against its suppliers to the Customer upon request.

(7) The Customer is aware that the export of certain goods may require approval (e.g., due to the intended use or final destination) and that the relevant national and international export regulations must be observed.

(8) Deliveries to the Customer are subject to national or international foreign trade law regulations, embargoes, or other legal prohibitions.

6. Export Control

(1) Deliveries to the Customer are subject to national or international foreign trade law regulations, embargoes, or other legal prohibitions. The Customer is aware that the export of certain goods may require approval (e.g., due to the intended use or final destination) and that the relevant national and international export regulations must be observed.

(2) The Customer guarantees that delivered goods, insofar as they are subject to the regulation of Art. 12g Regulation (EU) 833/2014 or Art. 8g Regulation (EC) 765/2006, will neither be sold, exported, nor re-exported directly or indirectly to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.

(3) The Customer will use their best efforts to ensure that the provision of section 6.1 is not circumvented by third parties in the further trade chain, particularly not by potential resellers.

(4) The Customer must establish and maintain an appropriate monitoring mechanism to prevent third parties in the further trade chain or potential resellers from circumventing the provision of section 6.1.

(5) Any violation of sections 6.2, 6.3, and 6.4 constitutes a significant breach of contract and entitles the Company to terminate the supply relationship with immediate effect and to cancel already confirmed orders without delay. Furthermore, the

Customer must indemnify the Company against all costs, third-party claims, and other disadvantages (e.g., fines) due to the violation of an obligation under sections 6.2, 6.3, and 6.4. This does not apply if the Customer is not responsible for this breach of duty. Furthermore, the Company is entitled to demand a contractual penalty from the Customer amounting to 5% of the sale price of the goods sold in violation of these provisions. Any further claims for damages remain unaffected.

(6) The Customer is obliged to inform the Company of any violations of the provisions of sections 6.2, 6.3, and 6.4. Upon request, the recipient/contractual partner shall provide all information regarding compliance with the obligations under sections 6.2, 6.3, and 6.4 within two weeks. The Company will inform the competent authority of any violations of the provisions of sections 6.2, 6.3, and 6.4.

7. Packaging

(1) Packaging will be charged separately.

(2) The return of packaging material is excluded if the Company engages an appropriate disposal company for disposal in accordance with the Packaging Act. In this case, the Customer is obliged to keep the packaging material ready and hand it over to the disposal company. If the Company agrees with the Customer that the Customer waives their right of return in exchange for a disposal cost lump sum, the Customer is obliged to hand over the used packaging to a recognized disposal company that ensures proper disposal in accordance with the Packaging Act.

(3) Reusable packaging is provided to the Customer on loan only. The Customer must notify the Company of the return of the packaging unit in writing within 14 days and make the packaging available. If this does not happen, the Company is entitled to charge 20% of the acquisition price per week from the third week onwards (but no more than the full acquisition price) or to invoice the value of the packaging, which is due immediately upon receipt.

(4) For merchants, legal entities under public law, and special funds under public law, the following applies: Cable drums owned by Kabeltrommel GmbH & Co. KG (KTG), Cologne, or other third parties, are delivered in the name and on behalf of these owners and according to their conditions – particularly according to the currently valid KTG conditions for the provision of cable and rope reels. These conditions can be viewed and retrieved on the KTG homepage at www.kabeltrommel.de/download.html. Upon written request, the KTG conditions will also be sent. It is pointed out that the suppliers of cable drums charge rental fees for late returns, which the Customer must bear if they are attributable to them. For plastic cable drums up to 600 mm in diameter manufactured by KTG, the KTG conditions apply, unless a return is required under the Packaging Act. Section 7.2 sentences 1 and 2 apply accordingly.

8. Prices and Payment

(1) Prices are always quoted exclusive of the statutory VAT.

(2) Unless otherwise agreed, the payment is due immediately upon receipt of the goods and invoice without deduction. The same applies to repair invoices.

(3) The Company expressly reserves the right to accept checks as payment instead of fulfillment. Without its consent, no fulfillment occurs; the submission of the check is merely in lieu of fulfillment. If the Company accepts payment by check in individual cases, credits for it are made subject to receipt less expenses with value dating the day on which the Company can dispose of the equivalent value.

(4) Payment by bill of exchange is expressly excluded and not accepted.

(5) In the event of default, the statutory provisions apply. In particular, the Company is entitled to charge interest on arrears of 9 percentage points above the base rate and a flat fee of EUR 40.00 for claims for remuneration in the event of default. Any agreed discounts will not be granted if the Customer is in default with payment obligations from previous deliveries.

(6) In the event of default, the Company can revoke the direct debit authorization (section 9.6) and demand step-by-step payment for outstanding deliveries. However, the Customer can avert these legal consequences by providing security in the amount of the endangered payment claim.

(7) Refusal of payment or retention of payment is excluded if the Customer knew of the defect or other reason for complaint at the time of conclusion of the contract. This also applies if it was unknown to them due to gross negligence, unless the Company fraudulently concealed the defect or other reason for complaint or assumed a guarantee for the quality of the item. Otherwise, the payment can only be withheld to a reasonable extent due to defects or other complaints.

(8) The Customer is only entitled to set off counterclaims that are undisputed or legally established, are based on the same contractual relationship with the Company, and/or would entitle the Customer to refuse their performance under § 320 BGB. The mere silence of the Company on the assertion of such counterclaims does not constitute acknowledgment. This applies correspondingly to any right of the Customer to refuse performance.

(9) If the Customer does not accept the goods within four months after conclusion of the contract without a deviating contractual agreement, the Company is entitled to pass on interim price increases of the manufacturer or supplier to the Customer.

9. Retention of Title

(1) The Company retains ownership of the goods until the purchase price has been paid in full. For goods that the Customer purchases within the framework of an ongoing business relationship, the Company retains ownership until all its claims against the Customer from the business relationship, including future claims, even from simultaneous or later concluded contracts, are settled (balance reservation). This also applies if individual or all claims of the Company are included in a current account and the balance is drawn and acknowledged. However, the balance reservation does not apply to advance payment or cash transactions that are processed step by step.

(2) If the goods subject to retention of title are processed by the Customer, it is agreed that the processing is carried out in the name and on behalf of the Company as the manufacturer within the meaning of § 950 BGB and that it immediately acquires ownership or – if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title – co-ownership of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item at the time of processing. If no such acquisition of ownership occurs for the Company, the Customer already now transfers their future ownership or – in the above-mentioned ratio – co-ownership of the newly created item to the Company for security purposes. If the goods subject to retention of title are combined or inseparably mixed with other items (§§ 947, 948 BGB), the Company acquires co-ownership of the newly created item according to the statutory provisions. If one of the other items is to be regarded as the main item as a result of the combination or mixing, the Customer already now transfers co-ownership of it to the Company in the ratio of the value of the goods subject to retention of title to the value of the newly created item at the time of the combination or mixing. In these cases, the Customer will store the item owned or co-owned by the Company free of charge.

(3) If goods subject to retention of title are sold alone or together with non-owned goods, the Customer already now assigns to the Company the claims arising from the resale in the amount of the value of the goods subject to retention of title with all ancillary rights and ranking before the rest; the Company accepts the assignment. The value of the goods subject to retention of title is the invoice amount of the Company, which, however, remains out of account if third-party rights are opposed to it. If the resold goods subject to retention of title are in the co-ownership of the Company, the assignment of the claims extends to the amount corresponding to the value share of the Company in the co-ownership.

(4) If goods subject to retention of title are installed by the Customer as an essential component in the real property, ship, ship construction, or aircraft of a third party, the Customer already now assigns the assignable claims arising against the third party or the party concerned in the amount of the value of the goods subject to retention of title with all ancillary rights, including

the right to grant a security mortgage ranking before the rest; the Company accepts the assignment. Section 9.3 sentences 2 and 3 apply correspondingly.

(5) The Customer is only authorized and entitled to resell, use, or install the goods subject to retention of title in the ordinary course of business and only on the condition that the claims within the meaning of sections 9.3 and 9.4 are actually transferred to the Company. If the Customer agrees with their contractual partners on a prohibition of assignment concerning these claims, the authorization to resell expires. The Customer is not entitled to make other dispositions over the goods subject to retention of title, particularly to pledge or transfer them by way of security. The Customer is only permitted to assign by way of genuine factoring on the condition that the Company is notified of this, stating the factoring bank and the accounts held there by the Customer, and that the factoring proceeds exceed the value of the secured claims of the Company. Upon crediting the factoring proceeds, the claim of the Company becomes immediately due.

(6) The Company authorizes the Customer, subject to revocation, to collect the assigned claims in accordance with sections 9.3 – 9.5. The Company will only make use of its own collection authority if the Customer fails to meet their payment obligations, including those towards third parties, or if their fulfillment appears to be at risk. At the Company's request, the Customer must immediately disclose the business and private addresses of their contractual partners to whom they have delivered the goods subject to retention of title or goods in which the goods subject to retention of title of the Company are an essential component. The notification also includes the Customer's obligation to list the extent to which these deliveries have already been paid for by their contractual partners and which claims are still outstanding.

(7) The Customer must immediately inform the Company of any compulsory enforcement measures by third parties on the goods subject to retention of title or the assigned claims, providing the necessary documents for an objection.

(8) With the suspension of payments and/or application for the opening of insolvency proceedings over the Customer's assets, the rights to resell, use, or install the goods subject to retention of title as well as the authorization to collect the assigned claims expire; in the event of a check protest, the collection authorization also expires. Any mandatory rights of the insolvency administrator remain unaffected.

(9) If the value of the securities granted exceeds the claims (possibly reduced by partial and installment payments) by more than 20%, the Company is obliged to retransfer or release them at its discretion. Upon settlement of all claims of the Company from the business relationship, ownership of the goods subject to retention of title and the assigned claims pass to the Customer.

10. Notice of Defects, Warranty, and Liability

(1) For defects within the meaning of § 434 BGB, the Company is only liable as follows: The Customer must inspect the received goods immediately for quantity and quality. Obvious defects must be reported to the Company in written form within 7 days of receipt of the goods. The notice of non-obvious defects is timely if it reaches the Company within 7 days of their discovery by the Customer in written form.

(2) If the Customer detects a defect, they must make the complained item or samples of it available to the Company for examination of the complaint and allow a reasonable period for examination. If refused, the warranty expires. Until the examination by the Company is completed, the Customer must not dispose of the complained item, i.e., it must not be divided, resold, or further processed.

(3) In the case of intended installation or attachment of the goods, the Customer, notwithstanding section 10.1, is already obliged upon receipt of the goods to check the properties of the goods relevant for installation or attachment and for subsequent intended use and to notify the Company of any defects immediately in written form, as far as an inspection of these properties is reasonable given the nature and condition of the goods. If the defect notification regarding the properties mentioned in sentence 1 is omitted despite the reasonableness of the inspection, the goods are considered approved in this respect. In this case, the Customer has no defect rights regarding such defects.

(4) If the Customer fails to inspect the external and internal properties of the goods essential for installation or attachment and subsequent intended use before installation or attachment, they act with gross negligence. In this case, they can only assert defect rights regarding these properties if the relevant defect has been fraudulently concealed or a guarantee for the quality of the item has been assumed by the Company.

(5) In the case of justified complaints, the Company is entitled to determine the type of subsequent performance (replacement delivery or rectification), taking into account the nature of the defect and the legitimate interests of the Customer. If subsequent performance fails, the Customer is entitled, at their discretion, to withdraw from the contract or demand a reduction in the purchase price, without prejudice to any claims for damages under section 12.

(6) If the Customer has installed or attached the defective goods in accordance with their nature and intended purpose to another item, they may claim reimbursement from the Company for the removal of the defective goods and the installation or attachment of the repaired or delivered defect-free goods (so-called removal and installation costs) under § 439 para. 3 BGB only according to the following provisions.

(7) Necessary removal and installation costs within the meaning of § 439 para. 3 BGB are only those involving the removal and installation or attachment of identical products, incurred based on market conditions, and proven to the Company by the Customer by submitting suitable evidence at least in written form. The Customer has no right to advance payment for removal and installation costs. It is also not permitted for the Customer to offset reimbursement claims for removal and installation costs unilaterally without the Company's consent against purchase price claims or other payment claims of the Company. Section 8.8 remains unaffected. Customer's claims for removal and installation costs exceeding the required costs, particularly costs for consequential damages such as loss of profit, operational downtime costs, or higher replacement procurement costs, are not removal and installation costs and are therefore not to be reimbursed within the framework of subsequent performance under § 439 para. 3 BGB.

(8) If the expenses claimed by the Customer for subsequent performance under § 439 para. 3 BGB are disproportionate in individual cases, particularly in relation to the purchase price of the goods in defect-free condition and considering the significance of the non-conformity, the Company is entitled to refuse reimbursement. Disproportionality is in any case given if the claimed expenses under § 439 para. 3 BGB exceed a value of 150% of the purchase price of the goods in defect-free condition or 200% of the defect-related depreciation of the goods.

(9) Customer's claims for the necessary expenses for subsequent performance, particularly transport, travel, labor, and material costs, are excluded to the extent that these expenses are increased because the goods have been moved to a place other than the Customer's branch or as contractually agreed, unless the relocation corresponds to the intended use of the goods.

(10) The Customer must immediately inform the Company of any warranty case occurring with a contractual partner.

(11) If the Company has provided planning/programming for the installation of complex control and network systems in the construction sector (e.g., EIB), the Customer, as the installer, is obliged to adhere to this planning and to make changes, even minor deviations, only with the Company's consent during installation and later repairs. The Company does not assume any liability for damages of any kind resulting from unauthorized deviations from the specifications by the Customer.

(12) In the case of unjustified defect notifications, the Customer must reimburse the Company for the costs incurred, provided the Customer knew or negligently failed to recognize that no defect exists, but the cause of the complaint lies in their responsibility.

(13) Defect claims by the Customer expire 12 months after delivery. This does not apply if the law provides for longer periods according to § 438 para. 1 no. 2 BGB (buildings and items for buildings), § 438 para. 3 BGB (fraudulent concealment), § 445b para. 1 BGB (recourse claim), and § 634a para. 1 no. 2 BGB (construction defects). Recourse claims under § 445a BGB exist only if the claim by the end buyer was justified and only to the extent provided by law, not for uncoordinated goodwill arrangements with the Company. Recourse claims also presuppose compliance with the duties of the recourse beneficiary, particularly the examination and notification obligations.

(14) In the purchase of used items, Customer's warranty claims under § 437 BGB are excluded altogether.

(15) Claims for damages or reimbursement of futile expenses due to material defects are subject to the provisions in section 12 of these terms and conditions.

11. Additional Conditions for Assembly Services

(1) Unless otherwise expressly agreed, the following assembly conditions apply to all assemblies (hereinafter referred to as "works" or "work performance") within the framework of contracts for assembly and other work services of the Company with Customers. Otherwise, the General Terms and Conditions apply accordingly.

(2) The Company will comply with the statutory provisions applicable at the assembly site when carrying out the works. If the statutory provisions change between the conclusion of the contract and the performance of the works, the Company is entitled to compensation for any additional expenses and adjustment of the contractual dates. Additional, non-statutory safety and other regulations at the assembly site must only be observed by the Company if they have

been asserted by the Customer in written form to the Company and the Company has expressly and in writing acknowledged them. It is the Customer's responsibility to inform the Company in written form of existing safety regulations at the assembly site and to conduct a safety briefing for the assembly personnel on-site before work begins. If these safety regulations require special protective equipment for the assembly personnel, they must be provided by the Customer. If one or more of the safety requirements to be met by the Customer at the assembly site are not fulfilled and are not remedied within a reasonable period despite written notice to the Customer, the Company has the right to suspend the works until the remedy or to terminate the assembly contract if there is a danger to the life or health of the assembly personnel.

(3) If necessary for the performance of the works, the Customer must grant the assembly personnel access to the premises; appoint a responsible contact person to the Company and provide the infrastructure necessary for the works.

(4) The Customer is obliged to provide technical assistance at their expense and in compliance with all safety regulations and measures, particularly heating, lighting, power or other operating power, water, including necessary connections, toilets, and waste and scrap containers. Fixed scaffolding, rolling scaffolding, lifting platforms, cranes, ladders, and similar construction site equipment are to be provided by the Customer or separately agreed upon. For assembly sites in buildings above the second level (ground floor, first floor), a lift or other suitable lifting device must be provided by the Customer. If a lift or other suitable lifting device is not provided, the material transport must be separately compensated by the Customer. The technical assistance of the Customer must ensure that the assembly can begin immediately upon arrival of the assembly personnel and be carried out without delay until acceptance by the Customer.

(5) The duration of the works is significantly dependent on the conditions at the assembly site and the support provided by the Customer. Unless a fixed date is agreed upon, all statements about the anticipated duration of the works are non-binding performance dates. If a fixed date for the performance of the works is agreed upon, the commencement of the period presupposes that all commercial and technical questions are clarified and the Customer has fulfilled all obligations incumbent upon them before the start of the works (e.g., provision of necessary official certificates and permits, payment of a deposit). If this is not the case, the period is extended appropriately.

(6) The Customer is obliged to accept the agreed works as soon as their completion is indicated to them. If there is an insignificant defect, the Customer cannot refuse acceptance. If the acceptance is delayed without the Company's fault or if the Customer uses the work performance as intended and without reservation or does not communicate their objections to the Company, acceptance is deemed to have occurred after two weeks from the notification of completion of the works. Upon acceptance, the warranty for recognizable defects lapses, provided the Customer has not reserved the assertion of a specific defect.

(7) Warranty claims expire one year after acceptance. This does not apply if the law provides for longer periods according to § 438 para. 1 no. 2 BGB (buildings and items for buildings), § 438 para. 3 BGB (fraudulent concealment), and § 634a para. 1 no. 2 BGB (construction defects).

12. General Limitation of Liability

(1) The Company is liable under the statutory provisions if the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence by its representatives or vicarious agents. Furthermore, the Company is liable for culpable violations of essential contractual obligations under the statutory provisions. Essential contractual obligations are those whose fulfillment enables the proper execution of the contract and on whose compliance the contracting party regularly relies. If the Company cannot be accused of intent or gross negligence, the liability for damages is limited to the foreseeable, typically occurring damage in contracts of this type. Indirect or consequential damages are only compensable to the extent they are typically to be expected with the intended use of the item.

This does not involve a change in the burden of proof to the detriment of the contractual partner. Liability for culpable injury to life, body, or health remains unaffected. Liability under the Product Liability Act also remains unaffected.

(2) Further claims for damages, regardless of the legal basis, are excluded. This also applies if the Customer, instead of the claim for compensation for damages instead of performance, demands reimbursement of futile expenses.

(3) For technical information or purely advisory activities, any liability is excluded if this is not contractually owed.

(4) For liability due to gross negligence and for claims for damages based on injury to life, body, or health, the statutory limitation periods apply.

(5) Otherwise, the limitation periods for defect claims under section 10.9 of these terms and conditions apply.

13. Place of Performance, Jurisdiction, and Applicable Law

(1) The place of performance and jurisdiction for all claims and disputes arising from or in connection with the contractual relationship is, to the extent the Customer is a merchant, a legal entity under public law, or a special fund under public law, the administrative seat of the Company. However, the Company is entitled to sue the Customer at their place of business.

(2) The legal assessment of the relationships between the contractual parties is exclusively governed by the formal and substantive law applicable in the Federal Republic of Germany, excluding the UN Sales Convention and international trade regulations (CISG). Reference norms of German international private law leading to the application of foreign legal norms or foreign jurisdictions are also excluded.

14. Request for Declaration

If the Company requests the Customer to make declarations, such as an approval, and sets a reasonable deadline for this, the declaration is deemed given upon the expiry of the deadline and the silence of the Customer. The request is deemed to have been received on the second working day following dispatch.

15. Severability Clause

Should individual provisions of this contract be invalid, partially invalid, or unenforceable, this does not affect the validity of the remaining provisions. Instead of the invalid, partially invalid, or unenforceable provision, the parties agree to set a provision that comes closest to the meaning and purpose of the invalid, partially invalid, or unenforceable provision. If the parties cannot reach such an agreement, the statutory provision that comes closest to the meaning and purpose of the invalid, partially invalid, or unenforceable provision shall apply.