

General delivery conditions

AFE Airfilter Europe GmbH

Gutenbergstr. 5 D-53332 Bornheim

§ 1 General / Scope

- 1.1 We sell our products and other services exclusively to entrepreneurs within the meaning of § 14 BGB. The following General Terms and Conditions ("GTC") shall apply to all contracts concluded with us for the supply of goods and other services by us. They shall also apply to all future business relations between us and our purchaser as well as companies affiliated with this purchaser as long as and to the extent that we enter into a business relationship with them.
- 1.2 These GTC shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the purchaser shall not become part of the contract irrespective of the point in time at which they become known to us unless we expressly agree to the validity of deviating terms and conditions in writing. This requirement of consent shall also apply if we carry out the delivery without reservation in the knowledge of deviating, conflicting or supplementary terms and conditions. The purchaser's own terms and conditions shall therefore not apply, even if we have not expressly objected to them.
- 1.3. Conditions apply in the following order:
 - The contract concluded between us and the purchaser including individual agreements made with the purchaser in individual cases. Subject to proof to the contrary, a written contract or our

- written confirmation shall be authoritative for the content of such agreements.
- These General Terms and Conditions.
- 1.4 We conclude the contracts with the purchaser exclusively in German or English. Which language is decisive depends on the language used in the order. If the purchaser places an order in German, only the German version of these General Terms and Conditions shall apply. If the purchaser's order is placed in English, the English version of these General Terms and Conditions shall apply.
- 1.5 Legally relevant declarations and notifications by the purchaser with regard to the contract (for example, setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, unless otherwise expressly stipulated in the following GTC. Legal formal requirements and further evidence, in particular in case of doubt about the legitimacy of the declarant remain unaffected.

§ 2 Conclusion of contract

2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the purchaser with catalogs, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.

AFE GENERAL DELIVERY CONDITIONS STATUS FEBRUARY 2023

BIC: CHDBDEHHXXX



- 2.2 The order of the goods by the purchaser shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within 21 days of its receipt by us.
- 2.3 Acceptance may be declared either in writing or in text form (e.g. by order confirmation) or by delivery of the goods to the purchaser.
- 2.4 In the case of both written and verbal conclusion of the contract, the purchaser assures to conclude the contract in his own name and for his own account. If the contract is concluded for a third party, in particular for a legal entity, the purchaser shall expressly indicate this. In this case, the purchaser assures to be expressly authorized by the represented person.

§ 3 Contractual Content/Technical Changes and Specifications

- 3.1 The subject matter of the contract shall be exclusively the services and technical performance features specified in the offer accepted by us. Services that are not mentioned in the offer confirmed by us are not part of the contract.
- 3.2 A special intended use or a special suitability for use shall only be deemed to have been agreed if an express written agreement on quality has been made between us and our purchaser. The mere reference to technical standards merely contains the description of the product and does not constitute an agreement on the suitability of the goods which goes beyond the usual intended use.
- 3.3 Unless expressly agreed otherwise, we shall be entitled to determine technical performance characteristics or dimensions in

the delivered products in compliance with customary tolerance values. The inclusion of such customary tolerance values shall be deemed to be agreed.

3.4 We reserve the right to make technical changes to the products sold by us until delivery provided these chances increase or improve their value and do not result in any restriction of function.

§ 4 Delivery period and delay in delivery

- 4.1. The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period is approx. 18 weeks from the conclusion of the contract.
- 4.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of parts and services of third parties), we shall inform the purchaser of this without delay and at the same time notify the purchaser of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the purchaser. Non-availability of the performance shall be deemed to exist, for example, in the event of late delivery by our supplier, if we concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obligated to procure in an individual case.
- 4.3 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the purchaser shall be required. If we are in default of delivery, the purchaser may demand lump-sum compensation for the

BIC: CHDBDEHHXXX



damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but not more than a total of 5% of the delivery value, of the goods delivered late. We reserve the right to prove that the purchaser has not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum.

4.4 The rights of the purchaser pursuant to § 10 of these Terms of Delivery and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 5 Prices / Terms of payment

5.1 The prices offered and agreed by us are net prices in Euro plus the value added tax applicable at the time of the conclusion of the contract. They are exclusive of packaging.

As long as and unless otherwise agreed, our prices are quoted on the basis of Ex Works Bornheim (EXW Incoterms 2020). This is the place of performance of the delivery and any subsequent performance.

- 5.2 Subject to deviating individual agreements, we deliver against advance payment.
- 5.3 In the case of payment on account, unless otherwise agreed, all payments shall be due immediately net and without deduction as of the invoice date. Any transfer costs incurred shall be paid by the purchaser.
- 5.4 Should our purchaser be in default of payment, we shall be entitled, irrespective of agreed payment terms, to demand immediate payment of all outstanding claims and/or to withdraw from any existing supply contracts -

including those where there is no default of payment - or to claim damages.

- 5.5. A payment shall only be deemed to have been made when we can dispose of the amount. As long as and insofar as we accept means of payment such as checks or bills of exchange, acceptance shall be on account of performance. We shall be entitled to set off payments against older debts of our purchaser despite any payment provisions of our purchaser to the contrary. In this case, the purchaser will be informed of the type of set-off made.
- 5.6 It is expressly agreed for all deliveries and services to purchasers outside Germany that all costs of legal pursuit incurred by us in the event of default of payment by the purchaser, both in and out of court, shall be borne by the purchaser.

§ 6 Terms of delivery/Transfer of risk

- 6.1 We shall fulfill our performance obligation under the contract concluded with our purchaser, subject to any other contractual agreement, by making the goods available and notifying the purchaser that the goods are ready for collection.
- 6.2 As long as and insofar as we have agreed on delivery with our purchaser, delivery shall be ex works (EXW) in Bornheim in accordance with Incoterms 2020. In this case, the risk of accidental deterioration or accidental loss shall pass to the purchaser as soon as the goods have left the factory. Therefore, we shall not be liable for any damage or loss during carriage. This shall also apply if carriage paid delivery has been agreed. Transportation is always carried out on behalf of our purchaser. Insurance of the purchased goods shall only be effected upon written

Geschäftsführer: Ingo Riebow BIC: CHDBDEHHXXX



request of our purchaser and at the purchaser's expense.

- 6.3 We shall be entitled to make partial deliveries, provided that the partial delivery is reasonable for our purchaser in the individual case.
- on us if we have expressly agreed such a delivery period in writing. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In deviation from this, however, a reminder by our purchaser with a sufficient grace period shall be required in any case. Our purchaser shall only be entitled to claims arising from delay if we are responsible for the delay.
- 6.5 We shall not be liable for delay or impossibility of delivery due to force majeure (e.g. strike, fire, war, transport disruptions, theft, delivery problems based on market disruptions, epidemic, pandemic and their consequences, etc.). We shall only be liable for delay or impossibility of delivery or partial delivery for reasons other than those specified in the first sentence if we have acted with at least gross negligence. The limitation of liability of § 10 para. 2 shall apply.
- 6.6 If performance is prevented as a result of force majeure or for reasons beyond our control, we shall be entitled to cancel any outstanding delivery commitments. This shall also apply if the impediment to delivery is due to default or non-performance by a presupplier.

§ 7 Default of acceptance

In case our purchaser does not accept single items or the entire delivery or partial deliveries, he shall be in default of acceptance without further reminder.

§ 8 Retention of title

- 8.1 All deliveries shall be made exclusively based on Prethe following reservation of title described in more detail. This shall also apply to all future deliveries, even if we do not always expressly refer to this.
- We reserve title to the delivered item 8.2 until full payment of all claims arising from the business relationship with our purchaser (reservation of current account), even if payments are made on specifically designated claims. Even the inclusion of individual claims in a current account and the striking of a balance and its recognition shall not affect the retention of title. Accordingly, the balance of a current invoice must initially show the account balance "0" until ownership passes directly to the purchaser. Payment shall not be deemed to have been made until we have received the money or it has been credited to our account. We are entitled to take back the object of sale if our purchaser acts in breach of contract.
- If the goods delivered by us are processed or transformed by our purchaser (§§ 947, 948, 950 BGB), the retention of title shall also extend to the resulting new item. The processing or transformation of the object of sale by the purchaser shall always be carried out in our name and on our behalf. In this case, the expectant right of our purchaser to the goods subject to the contract shall continue to apply to the transformed item. If the delivered goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of the object of sale delivered by us to the other processed objects at the time of processing.
- 8.4 If the goods subject to retention of title are sold by our purchaser alone or together



with goods not owned by us, the purchaser hereby assigns to us the claims arising from the resale in the amount of the purchase price agreed with us, including all ancillary rights. We accept this assignment. If the resold goods subject to retention of title are co-owned by us, the assignment of the claim shall extend to the amount corresponding to our share value in the co-ownership.

- 8.5 Insofar as the goods subject to retention of title are installed by our purchaser as an essential component in the real estate of a third party, the purchaser already now assigns the assignable claims for remuneration arising against the third party or the party to whom it relates in the amount of the value of the goods subject to retention of title with all ancillary rights including such for the granting of a security mortgage, with priority over the rest. We accept this assignment. Preceding Paragraph 4 sentence 3 above shall apply accordingly.
- 8.6 If the goods subject to retention of title are installed by our purchaser as an integral part of the purchaser's real property, our purchaser hereby assigns the claims arising from the sale of the real property or rights to real property in the amount of the value of the goods subject to retention of title with all ancillary rights and with priority over the rest. We accept this assignment. Preceding Paragraph 4 sentence 3 above shall apply accordingly.
- 8.7 Our purchaser shall only be permitted to resell, use or install the goods subject to retention of title in the ordinary course of business and only on condition that the claims within the meaning of preceding paragraphs 4, 5 and 6 are actually transferred to us. Our purchaser shall not be entitled to dispose of the

reserved goods in any other way, in particular by pledging them or assigning them as security.

- 8.8 Until revocation by us, which is possible at any time, our purchaser shall remain authorized to collect the claims assigned in accordance with the above paragraphs 4, 5 and 6. We shall not make use of our own collection authority as long as our purchaser also meets his payment obligations towards third parties. Upon request, our purchaser shall name the debtors of the assignment. We are authorized to notify the debtors of the assignment ourselves.
- 8.9 In the event of seizure, confiscation or other access by third parties to goods subject to retention of title or claims in which security interests exist in our favor, our purchaser shall notify us immediately and assist us in asserting our rights. The costs of any judicial or extrajudicial interventions shall be borne by our purchaser insofar as their reimbursement cannot be obtained from the third party.
- 8.10 The right to resell, use or install the reserved goods and the authorization to collect the assigned claims shall expire upon cessation of payments, application for or opening of insolvency proceedings, judicial or extrajudicial composition proceedings. In the event of a protest of a check or bill of exchange, the authorization to collect shall likewise expire.
- 8.11 If the value of the securities granted exceeds our claims arising from the business relationship with the purchaser by more than 20%, we shall release securities in excess thereof at the purchaser's request. The selection of the securities to be released shall be at our discretion.
- 8.12 Our purchaser is obliged to treat the goods delivered under retention of title with



care and to insure them at his own expense against fire, water, theft and other usual risks to be insured. In the event of damage or other impairment of the goods subject to retention of title, our purchaser shall assign to us in advance the claim for damages against the insurance company to which it is entitled in the amount of the damage or loss of the goods subject to retention of title. We accept the assignment.

8.13 The application for the opening of insolvency proceedings against the purchaser's assets entitles us to withdraw from the contract and to demand the immediate return of the goods delivered and not yet paid for.

§ 9 Liability for defects

- The statutory provisions shall apply to the purchaser's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on the reimbursement of expenses in the case of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445a, 445b or §§ 445c , 327 para. 5 , 327u BGB) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the scope of a quality assurance agreement.
- 9.2 The assertion of claims for defects by the purchaser requires that he has fulfilled his obligations to inspect the goods and to give notice of defects in accordance with §§ 377, 381 II HGB (German Commercial Code). Accordingly, the purchaser is obliged to inspect the goods for type, quantity and condition immediately after receipt of the goods.

If a (recognizable) defect of the goods becomes apparent upon delivery, inspection or at a later point in time, the purchaser shall immediately notify its contractual partner thereof in text form and give notice thereof. This applies accordingly to aliud or minus deliveries.

If a defect becomes apparent later which could not be detected by an incoming goods inspection upon receipt of the goods (so-called hidden defect), the purchaser must report the defect in writing without delay, at the latest, however, within a preclusive period of 1 week from discovery.

The receipt of the notice of defect by us shall be decisive for the observance of the preclusion period in all cases.

9.3 If the purchaser fails to inspect the delivered goods as required under para. 2 and/or fails to give notice of defects without undue delay as required under para. 2, the goods shall be deemed to have been accepted by the purchaser with regard to the defects not reported, not reported in time or not reported properly and the assertion of claims for defects shall be excluded.

The purchaser undertakes not to continue to use or dispose of the goods notified as defective in good time in accordance with paragraphs 2 - 3, but to separate them out and make them available for our inspection. If the purchaser uses goods reported as defective or sells them to third parties in the ordinary course of business, the assertion of claims for damages due to defects or consequential damages is excluded.

9.4 In the event of a justified and timely notice of defect, the purchaser shall grant us the opportunity, after setting a reasonable period, to effect subsequent performance at our discretion by way of repair or by way of



replacement delivery. Subsequent performance may be refused as long as and to the extent that the purchaser does not fulfill his payment obligations to the extent corresponding to the defect-free part of the delivered goods.

9.5 Subsequent performance by us (rectification of defects or subsequent delivery of a replacement item) shall not result in the extension or recommencement of the limitation period for any warranty claims for defects in accordance with Section 438 of the German Civil Code (BGB) or in accordance with these General Terms and Conditions.

The purchaser is entitled - without prejudice to any claims for damages - at his discretion to withdraw from the contract or to demand a reasonable reduction in the purchase price in relation to the defective part of the delivered goods if the subsequent performance has failed at least twice and the defect is not insignificant. The reduction or the withdrawal shall be limited exclusively to the defective part of the delivery or the goods.

9.6 If the purchaser has installed the goods that were defective at the time of the passing of risk in another item in accordance with their type and intended use or has combined them with another item within the meaning of § 947 of the German Civil Code (BGB), he may demand reimbursement from us of the necessary expenses for the removal of the defective goods and the installation of the repaired or subsequently delivered goods that are free of defects within the framework of subsequent performance in accordance with § 439 III of the German Civil Code (BGB). Necessary expenses in the sense of § 439 III BGB are only such removal and installation costs which concern the installation of identical goods. Personnel costs claimed by the

purchaser in this context shall be calculated on a cost price basis of the purchaser without profit share. Any costs incurred by the purchaser in excess of the removal and installation costs required in the aforementioned sense, in particular costs for consequential damage caused by defects (e.g. loss of profit, operating loss costs, additional costs for substitute performance replacement procurement) shall not constitute removal and installation costs and shall not be reimbursable within the scope of subsequent performance pursuant to § 439 III BGB. The claim for reimbursement of expenses shall be excluded if the purchaser was aware of the defect of the goods prior to the installation in another item or if the installation in the other item was not carried out in accordance with the general state of the art or was not carried out professionally or if the goods were not suitable for installation in another item in accordance with the general state of the art.

- 9.7 A special intended use or a special suitability for use shall only be deemed to have been agreed if an express written agreement on quality has been made between us and our purchaser. The mere reference to technical standards merely contains the description of the product and does not constitute an agreement on the suitability of the goods which goes beyond the usual intended use.
- 9.8 Claims for defects shall not exist in the case of an only insignificant deviation from a possibly agreed quality, in the case of an only insignificant impairment of usability, in the case of natural wear and tear or in the case of damage which occurs after the transfer of risk as a result of incorrect or improper handling, assembly, use or storage of the goods or as a result of excessive stress, unsuitable operating materials, defective work or as a result of



special external influences which are not assumed under the contract. If the purchaser or third parties carry out improper repair work or modifications to the goods delivered by us, the assertion of claims for defects shall be excluded.

9.9 For supplier recourse, § 445 a) BGB shall apply with the proviso that the assertion of recourse claims by the purchaser shall be excluded if the purchaser does not notify us immediately after becoming aware of the defectiveness of the goods within the meaning of § 377 BGB of the claims for defects asserted by its contractual partner in accordance with § 439 III BGB by way of subsequent performance. If the contractual partner of the purchaser notifies the purchaser of the defectiveness of the goods, the purchaser must, in order to assert the recourse claims in accordance with § 445 a BGB, notify us in writing of the assertion of defects by the contractual partner of the purchaser without delay, but at the latest within 5 working days. For the recourse according to § 445 a BGB against us the purchaser is not required to set a term for subsequent performance, if the purchaser had to take back the sold newly manufactured item as a result of its defectiveness or the contractual partner of the purchaser has reduced the purchase price. In all other respects, the purchaser shall have statutory rights of recourse against us only if the statutory requirements pursuant to §§ 439 III, 445 a of the German Civil Code (BGB) are met. The assertion of claims under a right of recourse in accordance with § 445 a) BGB is excluded if the purchaser has made agreements with his contractual partner which go beyond the statutory claims for defects within the framework of a guarantee or goodwill. For the scope of the purchaser's compensable expenses concerning dismantling

and installation costs, § 9 para. 6 shall apply accordingly. The special statutory provisions shall remain unaffected in the event of final delivery of the newly manufactured, unprocessed goods to a consumer (supplier's recourse pursuant to § 478 BGB) even if the consumer subsequently processes the goods. Claims from supplier recourse according to §§ 445 a BGB and 478 BGB are excluded if the defective goods have been further processed by the customer or another entrepreneur (e.g. by incorporation into another product) and we thus merely have the position of a supplier.

9.10 Notwithstanding § 438 I No. 3 BGB, the purchaser may assert claims for material defects and defects of title within 12 months, starting from the transfer of risk. Prior statutory provisions on the limitation of claims for defects in accordance with §§ 438 I No. 1, No. 2, § 438 III, § 444 and § 445 b) shall remain unaffected.

§ 10 Claims for damages, liability

10.1 Unless otherwise provided in these GTC including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

10.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability only in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in our own affairs), only for damages arising from injury to life, limb or health, for damages arising from the not inconsiderable breach of a material contractual obligation (obligation whose fulfillment is a prerequisite for the proper performance of the contract and on



whose compliance the contractual partner regularly relies and may rely); in this case, however, liability shall be limited to compensation for the foreseeable, typically occurring damage.

- 10.3 The limitations of liability resulting from Clause 10.2 shall also apply in the event of breaches of duty by or for the benefit of persons for whose fault we are responsible in accordance with statutory provisions.
- 10.4 The limitations of liability resulting from Clause 10.2 shall not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the purchaser under the Product Liability Act.
- 10.5 Due to a breach of duty which does not consist of a defect, the purchaser may only withdraw from or terminate the contract if and to the extent that we are responsible for the breach of duty. A free right of termination of our purchaser (in particular according to §§ 650, 648 BGB) is excluded.
- 10.6 In business transactions, liability shall generally be limited to an amount equal to the order value of the respective delivery. In business transactions, liability for loss of profit, consequential damages or damages due to claims of third parties shall also be excluded. This shall not apply in cases of liability due to intent and gross negligence as well as in the cases of § 10 para. 2 and in cases of liability according to the Product Liability Act.
- 10.7 We do not assume any liability for damage resulting from improper handling of the delivered goods. Likewise, we shall not be liable for work carried out by third parties subsequently on the delivered goods.

§ 11 Defence of uncertainty

We shall be entitled to refuse the performance incumbent upon us if, after conclusion of the contract, it becomes apparent to us that our claim to counter-performance is jeopardized by our purchaser's lack of ability to perform. This right to refuse performance shall not apply if the purchase price has been effected or security is provided for it.

§ 12 Retention / Set-off

Our purchaser is only entitled to exercise a right of retention insofar as a counterclaim originates from the same contractual relationship. The purchaser shall only be entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or if they are undisputed.

§ 13 Limitation

Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from the transfer of risk.

However, claims for damages by the purchaser pursuant to § 10 para. 2 and pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

§ 14 Industrial property rights

- 14.1 As long as and insofar as we have provided our purchaser with drawings, samples, models, etc. or have produced/manufactured these according to our purchaser's specifications, we are to be regarded as the originator.
- 14.2 As long as and insofar as models, sketches, planning documents and the like are handed over to us by our purchaser, the



purchaser assures us with the handover that he is the author or that he has the necessary rights. As long as and to the extent that claims are nevertheless asserted against us by third parties on the basis of an infringement of an industrial property right with regard to the products manufactured for the purchaser, our purchaser shall be obliged to indemnify us immediately against all claims. In such a case, our purchaser shall also be obliged to compensate us for all costs and damages incurred by us as a result of the third party's claim based on an alleged infringed industrial property right. This includes in particular but not exclusively the costs incurred by us for legal defense.

§ 15 Place of performance, applicable law

The place of performance for all obligations arising in connection with the contractual relationship with our purchaser shall be Bornheim.

The contractual relationship between us and our purchaser shall be governed exclusively by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods ("UN Sales Convention") shall not apply to this contractual relationship.

The exclusive place of jurisdiction is Bornheim.

§ 16 Data protection

We collect personal data when concluding business transactions. Personal data is all data that can be related to you personally, e.g. name, address, e-mail addresses, payment data, ordered goods. The responsible person according to Art. 4 para. 7 DSGVO is AFE Airfilter Europe GmbH, Gutenbergstraße 5, D-53332 Bornheim, Tel.: 02227 920910, Fax: 0222792091-10, Mail:

office@airfiltereurope.com. You can reach our data protection officer DataCo GmbH at info@dataguard.de or our postal address with the addition "the data protection officer".

We collect, store and, if necessary, pass on the data insofar as it is necessary to provide the contractual services. The collection, storage and disclosure is therefore carried out for the purpose of fulfilling the contract and on the basis of Art. 6 para. 1 p. 1 lit. b DS-GVO. You can find more detailed information about data processing and the rights to which you are entitled (right to information, right to correction or deletion, right to restriction of processing, right to object to processing, right to data portability) in our data protection information, which we will provide to you when you first contact us. The current version of our data protection information can be found on our website.

§ 17 Other provisions

Should one or more provisions or parts of a provision of these GTC be or become invalid, this shall not affect their validity in other respects. In such cases, the parties undertake to negotiate a solution that best corresponds to the purpose of the contract. The same shall apply in the event of unintentional omissions.

Any agreements deviating from these Terms and Conditions or supplementing these Terms and Conditions in individual cases must be in writing in order to be effective, subject to any individual agreements in accordance with Section 305b of the German Civil Code (BGB).

Waivers of rights arising from these GTC, from law or any other legal ground and special contractual agreements may only be agreed by our employees with the written consent of the managing director. Employees, with the exception of the managing director, are not

Donner & Reuschel AG, Hamburg
IBAN: DE 22 2003 0300 0064 7170 06



authorized to conclude agreements that contradict or deviate from these GTC or an individual contractual agreement.