

# INTERMIX GmbH

## Terms and Conditions of Sale and Delivery (last revised 04/2023)

### I. Scope

1. The following terms and conditions apply to all deliveries and services, regardless of whether the individual case is a purchase contract or a contract for work and services or a contractual relationship of a different nature. They only apply to entrepreneurs, legal entities under public law or special funds under public law.
2. The Supplier also provides the option of purchasing a range of various products via a webshop. These Terms and Conditions of Sale and Delivery apply to all webshop services and products as well as to all contracts concluded via the webshop with entrepreneurs, legal entities under public law or special fund under public law. Application of the MY Putzmeister Terms of Use will not be affected.
3. These Terms and Conditions of Sale and Delivery apply exclusively; the Supplier will not recognize any deviating terms and conditions of the Customer, unless the Supplier has confirmed their application explicitly in writing. These Terms and Conditions of Sale and Delivery will also apply if the Supplier, knowing the Customer's conflicting or deviating terms and conditions, provides the delivery or service to the Customer without any reservations.
4. These Terms and Conditions of Sale and Delivery will also apply for all future transactions with the Customer, even if they are not explicitly agreed upon again. The respective version of these Terms and Conditions of Sale and Delivery valid at the time of conclusion of the contract will be authoritative.

### II. Webshop registration

1. The Customer may order products only after prior registration and authorization for online purchases via the webshop. The Customer's registration is free of charge. The Customer has no right to demand admission to the Supplier's webshop.
2. The Customer undertakes to enter the data required for registration in full and truthfully.
3. The Customer's registration is not associated with any obligations, other than stating their agreement with the application of these Terms and Conditions of Sale and Delivery. The Customer may request deletion of their registration at any time by sending an e-mail to the Supplier. Registration for the Supplier's webshop alone does not constitute any obligation to purchase any of the products offered by the Supplier.
4. The Customer undertakes to keep their personal details up to date and to update them in the event of any changes.

### III. Contract conclusion and amendments, assignment

1. The documents forming part of the offer (e.g., images, drawings) as well as information on the scope of delivery, appearance, performance, dimensions, weights, fuel consumption, operating costs, etc., are only approximate, unless they have been expressly specified as binding. In light of the current commodity market situation, indicated delivery dates and prices are not binding, but are only statements of intent.
2. The contract is deemed concluded once the Supplier has confirmed acceptance of the order in writing or has commenced with delivery or performance. If the Supplier has submitted a temporary offer, the contract will be formed upon timely written acceptance of such offer by the Customer.

3. The following applies to orders placed via the webshop: The presentation of the products in the webshop does not constitute a legally binding offer, but an invitation to place an order. The Customer is deemed to have placed a binding offer once they have entered all information requested during the order process and have clicked on the "send order" button ("offer"). Immediately after sending the order, the Customer will receive an order acknowledgment from the Supplier. Such order acknowledgment cannot be deemed acceptance of the Customer's contractual offer. The contract will be deemed concluded only once the Supplier has accepted the order by way of a separate order acknowledgment by way of e-mail or by commencing with delivery or service. The Customer will receive a dispatch confirmation by e-mail. Alternatively, the dispatch confirmation may be accessed via the webshop. Notwithstanding the above, a direct product order via the webshop is not possible in individual cases. In such event, the Customer may only submit a purchase inquiry. In response to their inquiry, the Customer will get a non-binding quote from the Supplier, which the Customer may accept. A contract will then be formed by way of the Supplier issuing an order acknowledgment. If the order is not accepted (for instance, because - as an exception - goods are not available due to no fault of the Supplier), the Supplier undertakes to process a refund without undue delay any payments already made by the Customer. Any errors in the presentation of the products in the webshop are excepted. Any information on the scope of delivery, appearance, performance, dimensions, weights, fuel consumption, operating costs, etc., is only approximate, unless it has been expressly specified as binding. As images used in the webshop potentially may not accurately represent the products, they only serve as illustrative material for the Customer and may differ from the actual product. The wording of the contract with specifications of the ordered products will be sent to the Customer by e-mail together with the acceptance of the contract offer or with the relevant notification. The Supplier will not store the terms of the contract.

4. Any verbal collateral agreements made at the time of concluding the contract or amendments thereto will require the Supplier's written confirmation to be effective.

5. The Customer may not assign its rights or claims under this contract. However, Section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) will not be affected.

### IV. Prices and delivery charges

1. All prices are ex works, including loading at the plant, albeit excluding packaging, and - where applicable - plus statutory value-added tax according to the relevant provisions of the country of delivery or performance. Unless the Supplier's remuneration has been agreed with binding effect, the Supplier's prices in effect on the day of the delivery will apply.
2. Engineering services, assembling and commissioning will be charged separately. They may be charged at a flat rate or based on actual time and effort expended, plus travel expenses, subsistence and accommodation expenses, overtime, Sunday and public holiday surcharges.
3. Prices may be changed if conclusion of the contract and the agreed delivery date are separated by more than 6 months. The Supplier will be entitled to adjust the price based on the price list applicable at the time of delivery, taking into account the agreed rebate as a percentage. The Supplier may adjust prices for any other deliveries and services that are not included in a price list to the extent reasonable in the circumstances.

4. If costs or charges are included in the prices and are increased after conclusion of the contract, or if such costs or charges are incurred additionally following conclusion of the contract, the Supplier may pass them on to the Customer.

5. If the Supplier is willing to replace the goods at the Customer's request, the Supplier may charge the costs incurred.

6. When placing orders via the webshop, delivery charges as well as any other costs (e.g. packaging, customs) will be charged in addition to the delivery rates indicated on the product pages. The amount of these costs will be calculated separately based to the selected Incoterms and will be specified in the order acknowledgment.

#### **V. Payment, default, set-off, retention**

1. Unless agreed otherwise, machinery deliveries will be due and payable within 7 days of the invoice date, and in any event no later than upon delivery. Spare parts will be due and payable within 30 days, and services within 14 days of the invoice date. All payments must be made without any deductions. Payment for orders placed via the webshop must be made by using the payment method specified during the ordering process.

2. Any and all claims will become due immediately - even where payment is deferred or postponed - once the Customer has defaulted on performance of their obligations towards the Supplier as a whole or only in part for more than 5 working days or if circumstances occur that considerably reduce the Customer's creditworthiness (e.g. financial collapse, delays in or suspension of payment, over-indebtedness, creditworthiness downgrading by commercial credit insurers, petition for institution of insolvency proceedings or institution or dismissal of such proceedings). In such case, the Supplier may refuse any and all deliveries and services until adequate security has been furnished for its claims.

3. Payment by way of bills of exchange will require a special agreement.

4. The Customer will have rights of set-off or retention only to the extent that their claims have been finalized or are undisputed. However, the Customer's right to withhold an appropriate portion of the purchase price due to defects in the Supplier's performance will not be affected.

5. If the Customer defaults on payment, the Supplier's claims will bear interest in the amount of 9.0% above the base rate.

6. If the Customer's financial situation deteriorates as defined in section IV. 2., the Supplier may set a reasonable deadline for the furnishing of adequate security; upon unsuccessful expiry of such deadline, the Supplier may rescind the relevant contract. Further statutory claims of the Supplier - e.g. for damages - will not be affected. Any claims for damages on the Purchaser's part will be excluded.

#### **VI. Delivery, delivery period, partial performances, default in acceptance, rescission, reservations and claims for damages on the part of the Supplier.**

1. Delivery and assembly periods will commence only once Supplier and Customer have agreed on any and all details of execution and on all terms and conditions of the transaction and not before the Supplier has acknowledged the order. Any such periods will be suspended for as long as the Customer falls behind with their cooperation obligations under this contract (e.g. furnishing of documents, provision of equipment of services, approvals, clearances) or with an agreed down payment. All delivery dates are subject to timely availability of supplies and raw materials.

2. The delivery periods will be deemed met if the deliverable has left the plant by their expiry or if notice of readiness for dispatch has been issued.

3. The delivery period will be appropriately extended in the event of force majeure, strikes, epidemics, pandemics, lockouts and other extraordinary circumstances due to no fault of the Supplier as well as in the event of delays on the part of one of the Supplier's sub-suppliers that are not under the Supplier's control, to the extent that such circumstances demonstrably affect the delivery time.

Likewise, the above will also apply in the event of delivery delays associated with any of the above-mentioned results, in particular due to any kind of operational disturbances, difficulties in materials or energy sourcing, transport delays, labor, energy or commodity shortages or regulatory measures. If it is substantially more difficult or impossible for the Supplier to perform the delivery or service due to the above events, and if such impediment is not only of short duration (max. 6 weeks), the Supplier will be entitled to rescind the contract. If a sub-supplier fails to perform at all, or performs incorrectly or late, and if the Supplier is not responsible for this, the Supplier may rescind the contract if the sub-supplier's failure renders the Supplier's performance impossible altogether or if the Supplier is unable to perform even after a reasonable extension of the delivery period pursuant to the preceding sentence. The Supplier may furthermore rescind the contract if it is unable to procure a sub-supplier's performance required for the Supplier's performance (for example a part, a module, a component or a chassis) at all or to procure on acceptable terms, for reasons from within the Customer's sphere or the modalities of the Supplier's performance for the Customer (for example with regard to the Customer's identity or the delivery's country of destination). Any claims for damages on the Customer's part are excluded in the above cases.

4. The Supplier is entitled to refuse handover to the transport person if safety of the cargo cannot be ensured pursuant to the respective relevant VDI cargo safety guidelines due to the condition of the transport vehicle provided by the transport person or if - at the Supplier's own discretion, exercising all due care and diligence - the transport vehicle does not meet the requirements of road traffic law.

5. In the event of a delay in the Supplier's performance, the Customer will be entitled to default claims only if the delay is due to circumstances which the Supplier could reasonably have foreseen with due care and diligence, could not have prevented and could not have resolved by taking reasonable actions.

6. The Supplier will be entitled to withhold its performance for as long as the Customer fails to meet their obligations towards the Supplier under this or any other contract or due to any other legal grounds.

7. Partial performance will be permissible to the extent that the Customer can be reasonably expected to accept them.

8. If the terms and conditions of payment are not observed, delivery is not accepted in due time or acceptance is refused or an agreed security has not been furnished, the Supplier will be entitled to rescind this contract upon unsuccessful expiry of a reasonable extension. If the Customer is in such cases obligated to pay damages to the Supplier, without furnishing proof, the Supplier may claim from the Customer 25.0% of the order value in case of serial products and 75.0% in the case of single-unit production, unless the Customer demonstrates that no damage has occurred or at all only minor damage. Higher damages may be asserted if relevant proof is produced.

9. If dispatch is delayed at the Customer's request, the Supplier may invoice either the actually incurred storage and maintenance costs or a flat rate of 0.5% of the invoice amount per month; however, the latter will not apply if the Customer demonstrates that the Supplier has incurred no damage or expenses at all or only minor damage or expenses.

10. If dispatch or delivery is delayed at the Customer's request or for other reasons not under the Customer's control following notification of readiness for dispatch, the Supplier may charge the Customer storage costs in the amount of 0.5% of the price of the deliverables, but not exceeding 5% in total. The contracting parties will be free to demonstrate higher or lower damages due to the delay. If the Supplier demonstrates higher damage, the storage charges will be set off against the claim for damages.

11. The Supplier's performance of the contract will be subject to the proviso that performance will not be impeded by any applicable provisions of national or international foreign trade law, by embargoes (and/or other sanctions) or by any other regulations entering into force after conclusion of the contract. Any claims for damages on the part of Customer will be excluded in the event of such impediments. In case of impediments of only temporary nature, the Supplier will be entitled to refuse performance.

#### **VII. Passage of risks, dispatch and receipt**

1. Risks will pass to the Customer upon dispatch of the deliverable, at the latest. This will also apply in case of partial performance or if the Supplier has assumed the costs of delivery or assembly or has effected delivery of the item itself.

2. If delivery, dispatch or receipt of the deliverable by the Customer is delayed due to no fault on the part of the Supplier, all risks - including the risk of accidental deterioration or loss of the deliverable as well as all any and risks emanating from the deliverable itself - will pass to the Customer upon notification of readiness for dispatch or notification of completion.

3. Upon written request, the shipment will be insured at the Customer's expense to the extent requested by the Customer.

4. Delivered items, even if they have defects, must be accepted by the Customer, without prejudice to their rights.

#### **VIII. Notice of defects, warranty, warranty period**

1. The Customer must inspect the deliverable promptly following receipt and give notice of any defects in writing without undue delay. The Customer must furthermore inspect the deliverable prior to initial operation for any defects and, in particular, for its safety and operational readiness. During use, the deliverable must be continuously monitored with regard to safety and defects. If there are even only slight concerns about its operational readiness or slightest safety concern, the item must not be used or must be shut down without undue delay. The Supplier must be notified without undue delay in writing, indicating the concern or defect. The Customer must grant the Supplier adequate time and opportunity to perform all subsequent repairs and replacement deliveries as deemed necessary by the Supplier.

2. If the Supplier's performance is defective upon the passage of risk, Putzmeister will perform subsequently, i.e. at its own discretion either by removing the defect or by delivering an item free of defects. If an item is delivered free of defects, the Supplier may demand the return of the replaced item. If subsequent performance relating to a defect is not possible, has finally failed, cannot be reasonably expected to be accepted by the Customer or if the Supplier has refused either way of subsequent performance, or if a reasonable extension period granted to the Supplier for subsequent performance has expired without success, the Customer may reduce the compensation payable to the Supplier or may at its own discretion rescind the contract. However, in case of merely minor defects, the Customer will only be entitled to reduce compensation.

3. The place of supplementary performance is, at the supplier's discretion, at the supplier's registered office, at the registered office of its own service branch or at the registered office of a sales partner.

4. If the Supplier has maliciously concealed a defect or assumed a guarantee for the quality of the item, the statutory provisions will apply.

5. Upon conclusion of the contract, the Supplier may - on a case-by-case basis - indicate an expected shelf life of individual product components.

6. Any unauthorized subsequent improvement by the Customer or by third parties will cause all claims for defects against the Supplier to be forfeited. The Supplier will not bear the costs of subsequent improvement by the Customer or by third parties made without the Supplier's prior express consent. The above will apply in urgent cases - in particular, cases that are not to be delayed - where operational safety is at risk or in order to prevent disproportionately large damage. In such cases, the Supplier must be notified without undue delay and will only be obligated to reimburse the necessary costs.

7. The Supplier will not assume any warranty or obligation to compensate damage, including without limitation in the following cases: unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, normal wear and tear, incorrect or careless treatment, improper maintenance, excessive use, unsuitable operating resources and substitute materials, unsuitable foundation, chemical, electrotechnical/electronic or electrical impact. There will be no liability or obligation to compensate on the part of the Supplier, including, without limitation, for the following measures and actions by the Customer or by third parties and their consequences: improper subsequent improvement, modification of the deliverable without the Supplier's prior approval, mounting and installation of parts, in particular spare parts, which do not originate from the Supplier or have been explicitly approved for installation, as well as failure to comply with the manual and operating instructions. However, the above exclusion will not apply if the Supplier is responsible for the damages as detailed by the provisions in IX.

8. The Supplier will not give any warranty for material supplied by the Customer or procured based on specifications provided by the Customer or for designs specified by them.

9. Any warranty for used machines, devices or parts is excluded.

10. In case of deliveries, the Customer's claims for subsequent performance as well as any claims for damages or reimbursement of expenses due to defects will lapse one year after delivery of the goods or after default in acceptance or collection, and in case of assembly, one year after acceptance or - if acceptance is not required - upon completion of the assembly. If the Supplier has maliciously concealed the defect or assumed a guarantee for the quality of the item, the statutory provisions will apply to the limitation of any claims. The statutory provisions will also apply to the limitation of any claims for damages by the Customer due to defects if there was intent or gross negligence on the part the Supplier or if the claim for damages is based on injury to life, limb or health.

#### **IX. Customer's claims for damages, limitation of liability, limitation**

1. The Supplier's liability for damages for any legal grounds whatsoever (including, without limitation, due to impossibility of performance, default, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort) is limited in accordance with this section IX to the extent that fault is of relevance in each instance.

2. The Supplier's liability will be excluded in case of simple negligence, except in the event of a breach of material contractual obligations (obligation, the very fulfillment of which is deemed to be necessary for due and careful completion of the contract and is and may with good reason be regularly relied on by the contractual partner).

3. Where the Supplier is liable due to simple negligence and a material contractual obligation has been culpably breached, the Seller's obligation to indemnify property damage and additional financial losses will be limited to an amount of 15% of the contract value per event of damage.

4. Moreover, to the extent that the breach of duty attributable to the Supplier is based on simple negligence and a material contractual obligation has been culpably breached, the Supplier's liability is limited to the foreseeable damage typically occurring in similar cases.

5. The Supplier's liability due to an attributable breach of duty based on intent or gross negligence, for injury to life, limb and health as well as for guaranteed qualities and in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz) will remain unaffected.

6. The above liability limitations will also apply in case of breaches of duty by the Supplier's legal representatives or assistants. Where the Supplier's liability is excluded based on the above provisions, this also applies to any personal liability of the Supplier's employees and assistants.

7. Injuries to life, limb or health, claims under the Product Liability Act as well as claims due to malicious conduct, intent, gross negligence or negligent breach of material contractual obligations by the Supplier's legal representatives, its officers or assistants as well as for defects of a structure or deliverables that were used for a structure as intended, and have caused it to be defective are subject to statutory limitation. Claims for damages due to defective delivery lapse one year from the passage of risk. In addition, claims will lapse one year from the end of the year in which the respective claim accrued and the Customer became aware of the circumstances supporting the claim and of the debtor's identity or should have become aware in the absence of gross negligence.

8. Data communication via the Internet cannot be guaranteed to be always error-free and/or available at all times according to the current state of technology. The Supplier will to this extent not be liable for the permanent and uninterrupted availability of its webshop.

#### **X. Security**

1. The deliverable will remain the Supplier's property until the agreed price as well as all other - including future - claims under the business relationship with the Customer have been paid in full.

2. Any claims arising from the resale of the deliverable are hereby assigned by the Customer to the Supplier in the amount of the value of the deliverable (final invoice amount, incl. any value added tax), together with all ancillary rights. The Customer is authorized to collect the claims. This will not affect the Supplier's right to collect the claims itself.

3. If the deliverable is combined with other items not owned by the Supplier in such a way that they form essential components of a unit, the Supplier will acquire co-ownership of the new item in proportion of the value of the deliverable (market value) relative to the value of the other combined item as at the time of combination. If the deliverable is combined in such a way that the Customer's item is to be considered the main item, the Customer and the Supplier hereby agree that the Customer will transfer pro rata co-ownership of such item to the Supplier in the ratio stipulated above. The Supplier accepts this transfer. Co-ownership of an item created in this way will be preserved by the Customer for the Supplier.

4. At the Customer's request, the Supplier undertakes to release securities at its own option if the realizable value of its securities exceeds the total of its claims under the business relationship by more than 10%.

5. As long as the Customer meets its obligations towards the Supplier, the Customer will be entitled to dispose of the deliverable item in the ordinary course of business and subject to a reservation of title, provided that the claims under section 2 effectively pass the Supplier. Extraordinary dispositions such as pledges or chattel mortgages are not permitted.

6. The Supplier must be notified without undue delay in writing of any third-party access to the deliverable or to claims assigned to the Supplier, including, without limitation, garnishments. In addition, the Customer must notify the third party of the Supplier's ownership in order to enable the Supplier to secure its rights to the deliverable or to the assigned claims in good time. If the Supplier's intervention was successful and the Supplier has attempted without success to claim the judicial or extrajudicial costs associated with it by levying execution, the Customer will be liable for such costs.

7. While the reservation of title is in effect, the Customer will generally be entitled to own and use the deliverable as intended.

In the event that the Customer acts contrary to the terms of the contract - in particular if the Customer is behind in payments - as well as in the cases of section IV. 2, the Supplier may rescind the contract in accordance with statutory provisions and revoke the authorization to collect the claims resulting from the resale. After the Supplier has rescinded the contract, the Customer will be obligated to return the deliverable and any emoluments taken. Any and all costs incurred due to the return of the deliverable will be borne by the Customer. At the Supplier's request, the Customer will provide the Supplier without undue delay with a summary of claims assigned to the Supplier in accordance with section 2 as well as all other information and documents required to assert the Supplier's rights and will notify the debtors of the Supplier's rescission.

8. While the reservation of title is in effect, the Customer must keep the deliverable in good repair and have all maintenance and repair work prescribed by the Supplier carried out without undue delay - except in emergencies - by the Supplier or by a workshop recognized by the Supplier. Where maintenance and repair work must be carried out for the proper care of the deliverable, the Customer will bear the associated costs. The Customer is furthermore obligated to insure the deliverable on reasonable terms against theft, fire and water damage and to provide proof thereof upon request.

9. In the case of truck-mounted boom pumps, concrete mixers or other motor vehicles or trailers, the Supplier has the right to own the registration certification, part II, or equivalent documents while the retention of title is in effect. This does not apply to vehicles provided by the Customer.

10. The assertion of the reservation of title as well as garnishment of the deliverable by the Supplier will not be deemed rescission of the contract.

11. If the reservation of title or the assignment is not effective under the laws of the country where the goods are situated, the security coming nearest to the reservation of title or the assignment in such country will be deemed agreed. If this requires the Customer's cooperation, they must take all legal acts actions to establish and maintain such rights.

#### **XI. Supplier's ownership and copyrights**

The Supplier reserves ownership or copyright to all offers and quotes made by the Supplier as well as to drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and supporting resources made available to the Customer. Without the Supplier's express consent, the Customer must not make such items available to third parties or release their content, and must not disclose them, use them itself or via third parties, or modify them or reproduce them. At the Supplier's request, the Customer must return these items in full and destroy all copies it may have made if the Customer no longer requires them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The above does not apply to the storage of data that have been provided electronically for the purpose of usual data backup.

#### **XII. Export control**

1. The Customer is obligated to provide the Supplier in good time with all information as requested and required by the Supplier in connection with the verification of the final destination / end use. Validity of an offer, formation of a contract, and performance of a contract by the Supplier are subject to the proviso that there is no impediment under applicable national or international provisions of foreign trade law or customs law or embargoes (or other sanctions). Verifications to be performed by the Supplier or the regulatory authority may invalidate agreed time limits and delivery times, and extend them by the duration of the delay.

If the contract cannot be fulfilled by the time of delivery (= delivery time, including the aforementioned delay) due to an applicable provision as mentioned above, the contract will be deemed not concluded with respect to the part affected. The Customer will not be entitled to assert claims for damages if performance is not made at all or late due to one of the aforementioned impediments.

2. The Customer confirms that the Supplier's goods and services will only be used for non-critical civilian end uses. Upon request, the Customer will issue the Supplier in good time in advance with an end-use certificate, indicating the final use.

3. If the Customer intends to on-sell goods (hardware, software, technology and associated documentation, regardless of the type of provision) or services received from the Supplier, the Customer will be obligated to comply with the export control provisions. The Customer confirms, among other things, that they will refrain from any transactions involving individuals, entities, or bodies, etc. that are included in a sanction list or – as a whole or in part, directly or indirectly – are governed or controlled by one or more listed/sanctioned persons or entities.

4. In the event of a breach of legal or contractual obligations, the Supplier reserves the right to terminate the contract for good cause and also to take further legal steps.

### **XIII. Compliance**

The Customer undertakes that they and their shareholders, supervisory and advisory board members, employees, and other representatives will comply with statutory provisions. In particular, in the context of their business activities, the Customer will take preventive measures against any kind of criminal or reprehensible actions in connection with this contract.

### **XIV. Privacy**

Data will be processed in accordance with the applicable regulations of the German Federal Data Protection Act (Bundesdatenschutzgesetz) and the General Data Protection Regulation of the EU. The Supplier will collect, process and use the Customer's personal data. For further information on data processing and privacy, please refer to the Supplier's privacy policy, available at <https://www.putzmeister.com/web/european-union/privacy-policy>.

### **XV. Software use**

Where the scope of delivery includes software, the Customer will be granted a non-exclusive right to use the delivered software, including the associated documentation. It will be provided for use with the deliverable intended for that purpose. The software must not be used on more than one system. The Customer may reproduce, revise, translate or convert the software from the object code to the source code only to the extent permitted by law. The Customer undertakes not to remove any manufacturer's information - in particular, copyright notices - or modify them without the Supplier's prior express consent. All other rights to the software and documentation, including copies, will remain with the Supplier or with the software provider. Sublicensing is not permitted.

### **XVI. Choice of law, place of performance, jurisdiction, severability**

1. The laws of the Federal Republic of Germany will apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In cases of doubt, the German-language version of all contract provisions will be authoritative.

2. Place of performance is 87751 Heimertingen, Germany.

3. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship will be Memmingen if the Customer is a merchant, a legal entity under public law or a special fund under public law. However, the Supplier may also take legal action before any other court having jurisdiction in accordance with statutory provisions.

4. If any provisions of these Terms and Conditions of Sale and Delivery are ineffective as a whole or in part, this will not affect the effectiveness of the remaining provisions.

## **INTERMIX GmbH**

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